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Meeting Packet

Governing Board Meeting Agenda

Governing Board Meeting Agenda

CABRILLO UNIFIED SCHOOL DISTRICT

District Office Board Room
498 Kelly Avenue, Half Moon Bay, CA 94109
September 13, 2018
7:00 PM (Closed Session 6:00 PM)

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

2. ROLL CALL / QUORUM

___ Mr. Rob Pappalardo, President
___ Ms. Sophia Layne, Vice President
___ Ms. Kimberly Hines, Clerk to the Governing Board
___ Dr. Kirk Riemer Ph.D, Member
___ Ms. Freya McCamant, 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. Conference with Legal Counsel – Anticipate Litigation (Government code §54956.9).

   Conference regarding anticipated litigation pursuant to Subdivision (b) of Section §54956.9.

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

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

   i. Cabrillo Unified Teachers' Association

   ii. California School Employees' Association, Chapter 485

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

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 recognizes the following Cabrillo Unified School District employees for their years of service:

5 Years
CUTA
Yulanda Au
Sherri Hall
Peter Monica
Lane Mullin
Leah Murray
Daniel Robles
Diane Angst
CSEA
Dena Grover
Constantine Torres
Michele Harris
Adan Vasquez
Alex Preciado
Eric Antonio
Andrea Boewer
Crystal Leach
Hilda Flores

10 Years
CUTA
Tim Lugo
Kathy Rippberger
Maile Springer
Heidi Mills
CSEA
Ron Moldovan
Karen Rodriques

15 Years
CUTA

Erin O'cConnor-Brown
Stacey Walsh
Diana Garica
Catherine Holland-Fall
Pat Olson
CSEA
Adriana Juarez

20 Years
CUTA
John Carey
CSEA
Jose Acosta-Mata

25 Years
CUTA
Kathleen Wall
Pauline Shue
CSEA
Jeannette Bass
Margie Dougherty

30 Years
CUTA
Tom Cox
Mary Colyle
Linda Herbert

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 Unaudited Actuals Financial Report

11.a Green Sheet Unauditied Actuals Financial Report.pdf (p. 9)

11.a.1 Unaudited Actuals presentation.pdf (p. 10)

b. Receive Report on the 2018-2019 "State of the District" Presentation

11.b Green Sheet State of the District Report.pdf (p. 15)

11.b.1 State of the District 2018.pdf (p. 16)

12. DISCUSSION ITEMS

a. 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 for Distribution/Disposal of Obsolete Textbooks for Spanish and World Geography Various Grades.

14.a Green Sheet Approve for Distribution Disposal of Obsolete Textbooks.pdf (p. 47)

b. Approve Field Trip for Half Moon Bay High School Cross Country Team to Woodbridge Cross Country Invitational in Napa, California

Team to Woodbridge Cross Country Invitational in Norco, California, September 14 - 15, 2018

14.b Green Sheet Approve Field Trip X Country to Norco CA.pdf (p. 49)

c. Approve Field Trip for Half Moon Bay High School Future Farmers of America to Santa Rosa, California, September 21 - 22, 2018

14.c Green Sheet Approve Field Trip FFA to Santa Rosa.pdf (p. 50)

d. Approve Field Trip for Half Moon Bay High School Cross Country Team to Mount San Antonio College Invitational in Walnut, California, October 18 - 21, 2018

14.d Green Sheet Approve Field Trip X Country to Walnut Ca.pdf (p. 51)

e. Approve the Stanford University Professional Preparation of Teacher Candidates Agreement

14.e Green Sheet Approve Student Teacher Agreement Stanford.pdf (p. 52)

14.e.1 Cabrillo-Stanford MOU Student Teacher Agreement 18-19.pdf (p. 53)

f. Approve Certificated Personnel Report

14.f Green Sheet Approve Certificated Personnel Report.pdf (p. 61)

g. Approve Classified Personnel Report

14.g Green Sheet Approve Classified Personnel Report.pdf (p. 63)

h. Approve Family Services Specialist Job Description

14.h Green Sheet Approve Job Description Famiil Services Specialist.pdf (p. 65)

14.h.1 Job Description Family Services Specialist.pdf (p. 66)

i. Approve Custodial Coordinator Job Description

14.i Green Sheet Approve Custodial Coordinator Job Description.pdf (p. 69)

14.i.1 Job Description Custodial Coordinator.pdf (p. 70)

j. Approve Director Facilities Development, Planning and Construction Job Description

14.j Green Sheet Approve Director Facilities Development Planning and Construction Job Description.pdf (p. 72)

14.j.1 Job Description Director facilities Development and Construction.pdf (p. 73)

k. Approve and Adopt Minutes of August 9, 2018 Regular Governing Board Meeting

14.k Green Sheet Approve and Adopt Board Minutes 8-09-18.pdf (p. 76)

14.k.1 Minutes 08-09-18.pdf (p. 77)

15. ACTION ITEMS

a. Adopt Resolution Nos. 14-18, 15-18, 16-18, and 17-18 for Employees Assigned on the Basis of an Education Code Provision

15.a Green Sheet Adopt Resolutions for Employees Assigned on the Basis of an Education Code Provision.pdf (p. 82)

b. Approve 2017-2018 Unaudited Actuals Financial Report

15.b Green Sheet Approve Unaudited Actuals Financial Report.pdf (p. 88)

15.b.1 Unaudited Actuals Report.pdf (p. 89)

c. Adopt Resolution No.18-18 Approving Gann Limit

15.c Green Sheet Approve Gann Limit.pdf (p. 222)

15.c.1 Resolution Adopting the Gann Limit.pdf (p. 223)

d. Adopt Resolution No. 19-18 Supporting Award of Lease-Leaseback Agreements for the Hatch Phase III Increment 4 Project and Authorization to Enter Facilities Lease and Site Lease by and between Cabrillo Unified School District and Blach Construction Company

15.d Green Sheet Resolution for Lease-Leaseback agreement for Hatch Phass III Increment 4.pdf (p. 224)

15.d.1 Resolution No 19-18 Supporting LLB Contract.pdf (p. 226)

15.d.1.a Hatch Phase III, Incrememt 4 proof of publication.pdf (p. 230)

15.d.2 Hatch Phase III Incr 4 - Site Lease and Facilities Lease (and all exhibits)_3295421_1(DMS).pdf (p. 232)

e. Adopt Resolution No. 20-18 Authorizing District to Issue Bond Series A

15.e Green Sheet Board Information Sheet - Cabrillo USD General Obligation Bonds, Electio...pdf (p. 392)

15.e.1 Resolution Bond Series A.pdf (p. 393)

15.e.2 Official Statement - Cabrillo USD G.O.pdf (p. 415)

15.e.3 Paying Agrent Agreement - Cabrillo USD - 2018 Series A (1).pdf (p. 495)

f. Adopt Resolution No. 21-18 Appointing Measure S Citizen's Bond Oversight Committee to Oversee Measure M Bond Program

15.f Green Sheet Resolution 21-18 Appointing Measure S COC to Measure M.pdf (p. 608)

15.f.1 Resolution 21-18 Measure S COC to Measure M.pdf (p. 609)

15.f.2 Bylaws Measure S and Measure M COC.pdf (p. 611)

g. Approve a Contract with TBWBH Strategies to Assess the Feasibility to Pursue a Renewal of the Existing Parcel Tax

15.g Green Sheet Approve Contract TBWBH.pdf (p. 619)

15.g.1 TBWBH Agreement 8-1-18.pdf (p. 620)

h. Approve Cabrillo Unified School District Governing Board Policy Updates and Adopt the Proposed Revisions as Recommended by the California School Boards Association

15.h Green Sheet Update Board Policy.pdf (p. 627)

15.h.1 Policy Guide Sheet 9-13-18.pdf (p. 629)

15.h.2 Updated Policies.pdf (p. 631)

16. FUTURE BOARD AGENDA ITEMS

a. Public Hearing and Approve Statement of Assurance for Textbooks & Instruction

b. Approve Williams Uniform Complaint Report

c. Approve Cabrillo Unified School District Governing Board Policy Updates and Adopt the Proposed Revisions as Recommended by the California School Boards Association

17. FUTURE EVENTS/DATES/REQUESTS

a. September 28 October 4 - Parent Teacher Conferences at all Elementary Sites, Minimum Days for Students.

b. October 2 - Big Lift Meeting, 3:00 PM, District Office

c. October 2 - Chamber Education Committtee Meeting, 4:00 PM, District Office

d. October 5 & 8 - Non School Days for Students and Teachers

e. October 11 - 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: September 13, 2018

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

BOARD AGENDA NUMBER: 11.a

BOARD AGENDA ITEM: Receive 2017-2018 Unaudited Actuals Financial Report

DEPARTMENT: Business Department

CONTACT PERSON: Crystal Leach, Chief Business Official

BACKGROUND INFORMATION:

The 2017-2018 Unaudited Financial reports as required by Education Code 42100, establish appropriations for differences between the estimated year-end balances and the unaudited year-end balances as required by Education Code 42600, and classify components of the ending fund balance as required by Governmental Accounting Standards Board Statement No. 54.

REPORT/PROPOSAL:

California Education Code 42100 requires districts to annually prepare and submit unaudited financial statement for the prior fiscal year. All operating funds of the district have been included and must be submitted to the San Mateo County Office of Education for transmittal to the State of California. A signed District certification must be submitted along with the financial reports.

FINANCIAL IMPACT:

There is no financial impact to the General Fund

RECOMMENDATION:

Receive 2017-2018 Unaudited Actuals Financial Report.

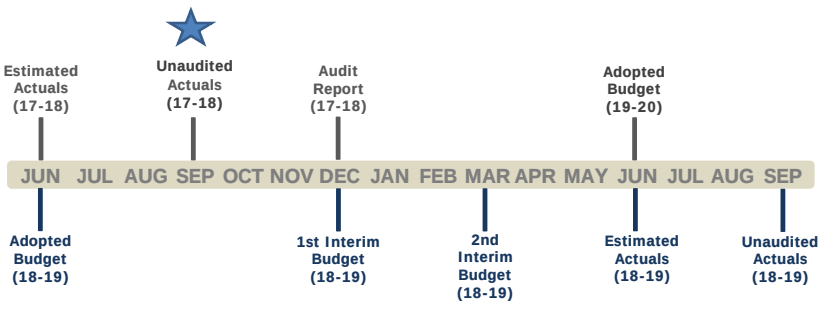
Cabrillo Unified School District

Cabrillo Unified School District 2017-2018 Unaudited Actuals Report Presentation

Crystal Leach
Chief Business Official
September 13, 2018

Cabrillo Unified School District

Financial Report Timeline



Cabrillo Unified School District

Overview

- General Fund Actuals Summary (Revenue)
- Enrollment
- General Fund Actuals Summary (Expenditures)
- Multiyear Projections (Revised from Budget)
- Other Funds, Summary
- 2017-18 Fund Balance, Reserves

Every Child...Every day!

Cabrillo Unified School District

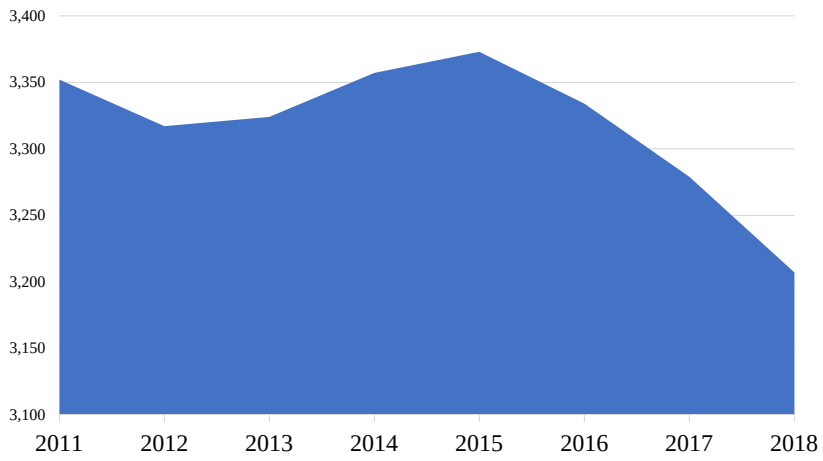
General Fund Actuals Summary (Revenue)

	Unrestricted	Restricted	Total Fund
LCFF Sources	26,988,565	1,544,747	28,533,312
Federal	929	1,434,617	1,435,546
Other State	1,112,791	2,006,868	3,119,659
Other Local	216,276	2,830,472	3,046,748
Total, Revenues	28,318,561	7,816,704	36,135,265

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Cabrillo Unified School District

Enrollment



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Cabrillo Unified School District

General Fund Actuals Summary (Expenditures)

	Unrestricted	Restricted	Total Fund
Certificated Salaries	11,963,886	3,531,586	15,495,472
Classified Salaries	2,834,579	3,262,326	6,096,905
Benefits	5,334,588	3,774,040	9,108,628
Books/Supplies	401,229	902,276	1,303,505
Services	1,640,180	3,589,503	5,229,683
Capital Outlay	8,253	-	8,253
Other Outgo	(13,543)	217,281	203,738
Total, Expenditures	22,169,172	15,277,012	37,446,184

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Cabrillo Unified School District

Summary MYP

Row Labels	Unrestricted/Restricted 18/19 Proj	Unrestricted/Restricted 19/20 Proj	Unrestricted/Restricted 20/21 Proj
Total Revenues	37,328,909.00	36,504,970.00	35,593,225.00
Total Expenses	37,807,751.00	38,377,583.00	38,488,010.00
Surplus/(Deficit)	(478,842.00)	(1,872,613.00)	(2,894,785.00)
Total Surplus/(Deficit)	(602,059.00)	(1,995,830.00)	(3,018,002.00)
Ending Balance	4,060,120.29	2,064,290.29	(953,711.71)
Revolving Cash, Stores & Prepaid	35,500.00	35,500.00	35,500.00
Restricted Programs	309,741.35	309,741.35	309,741.35
3% REU (9789)	1,137,930.00	1,155,024.00	1,158,337.00
UNASSIGNED (9790)	2,576,948.94	564,024.94	(2,457,290.06)

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Cabrillo Unified School District

Other Funds, Summary

Fund	Audited Beginning Balance	Revenues	Expenditures	Unaudited Ending Balance
Adult Ed (11)	97,125	440,543	422,469	115,199
Child Development (12)	83,196	83,666	83,402	83,460
Cafeteria (13)	12,974	931,808	931,599	13,183
Deferred Maintenance (14)	221	3	0	224
Special Reserve (17)	69,605	974	0	70,579
Bond/Construction (21)	23,480,094	206,023	14,232,830	9,453,287
Capital Facilities (25)	717,522	323,260	14,287	1,026,495

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Cabrillo Unified School District

2017-18 Fund Balance, Reserves

Beginning Fund Balance	Unrestricted	Restricted	Total
Audited	5,319,671	762,576	6,082,247
Ending Balance			4,662,179
Nonspendables	32,249	284,010	316,259
3% Reserve	1,128,276	-	1,128,276
Unassigned/Unappropriated	3,217,644	-	3,217,644

Every Child...Every day!

Cabrillo Unified School District

Questions



CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 11.b

BOARD AGENDA ITEM: Receive Report on the 2018-2019 "State of the District" Presentation

DEPARTMENT: Governing Board

CONTACT PERSON: Jane Yuster, Superintendent

BACKGROUND INFORMATION:

In March 2015, the Cabrillo Unified School District created a Strategic Planning Report. One of the areas the report focused on was communication. This "State of the District" presentation is created so that we may communicate an annual view of Cabrillo Unified School District to the Governing Board and the community.

REPORT/PROPOSAL:

This is the 3rd annual "State of the District" presentation. This presentation gives an overview of the Cabrillo Unified School Dsitrict.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Receive report on the 2018-2019 "State of the District" presentation.



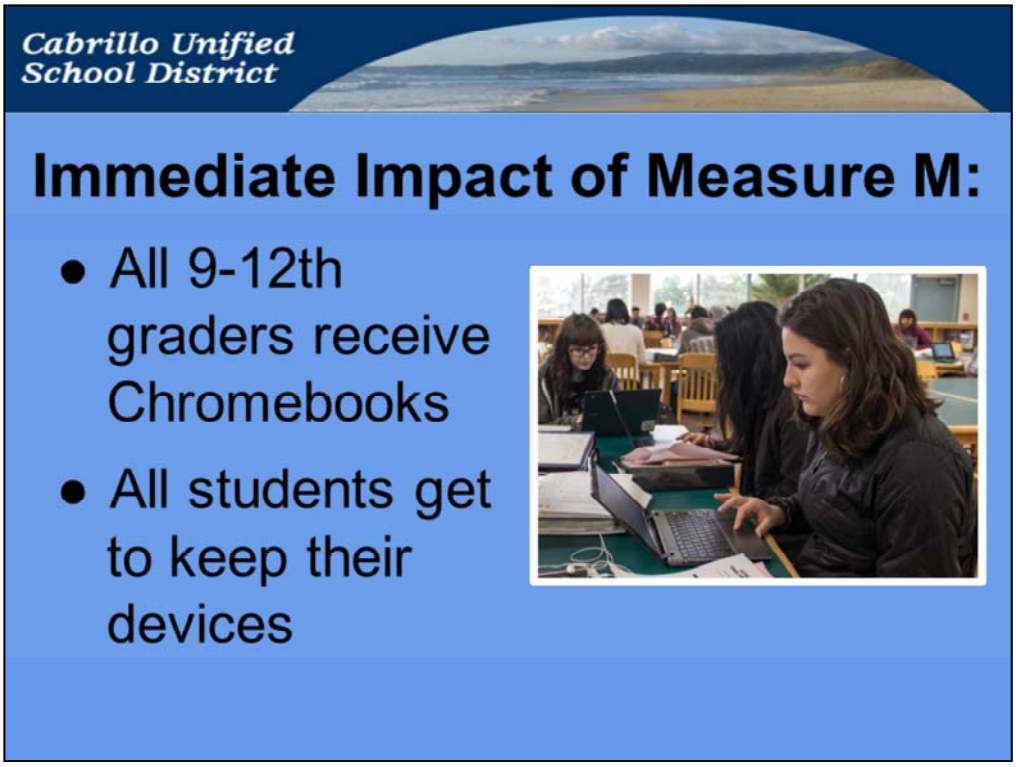
Good Evening!
Welcome to the 3rd annual State of the District address.



Last year, I spoke to you about the hopes and dreams of our students and our community. As the Superintendent of the district, my job is to lead the district in its efforts and partnerships and ensure that these hopes and dreams become reality. I would like to start tonight by highlighting two very exciting recent developments and their impacts to the district.



First, our community dreamed of finishing the modernization of our campuses. In order to realize this dream, the district needed to pass another construction bond measure that would allow us to upgrade all of our campuses! Thanks to the support of our community, we will now be able to repair and improve our schools. In October, I will be presenting the proposed timeline of events to the board so that we can officially begin to bring our dreams to reality.

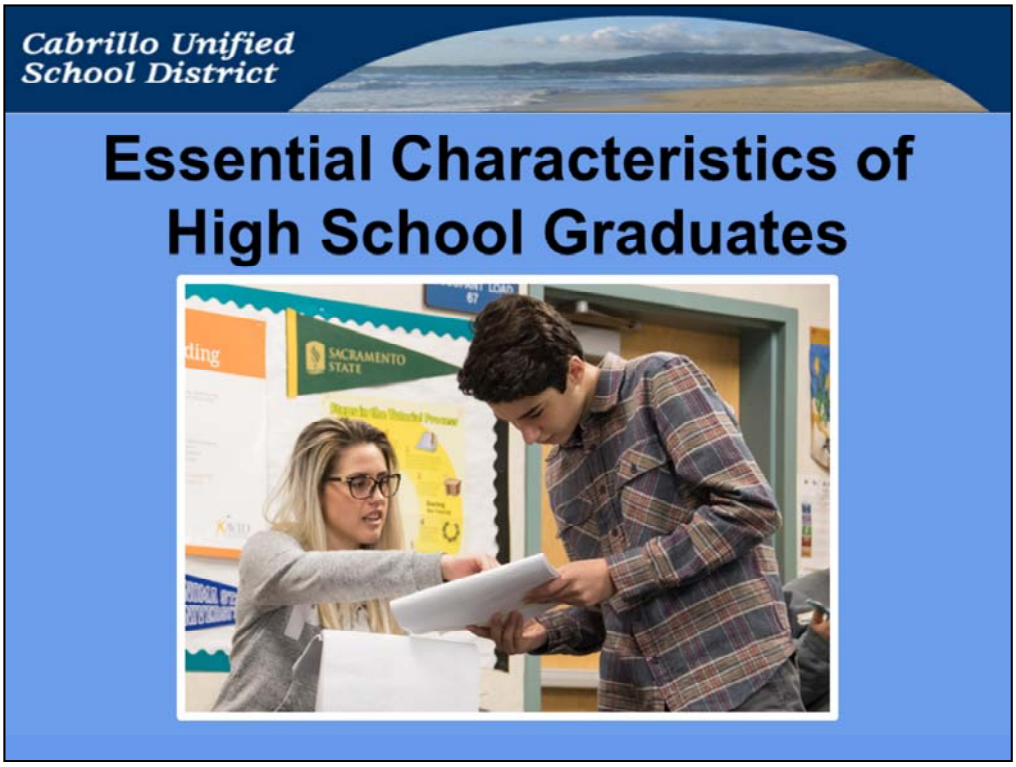


The community also dreamed of ensuring that we give students a 21st century education, with access to the latest technology and creative use of that technology to all of our students, both at home and in our classrooms. We have already been making a lot of progress in that area with Measure S dollars, and Measure M just made it easier.

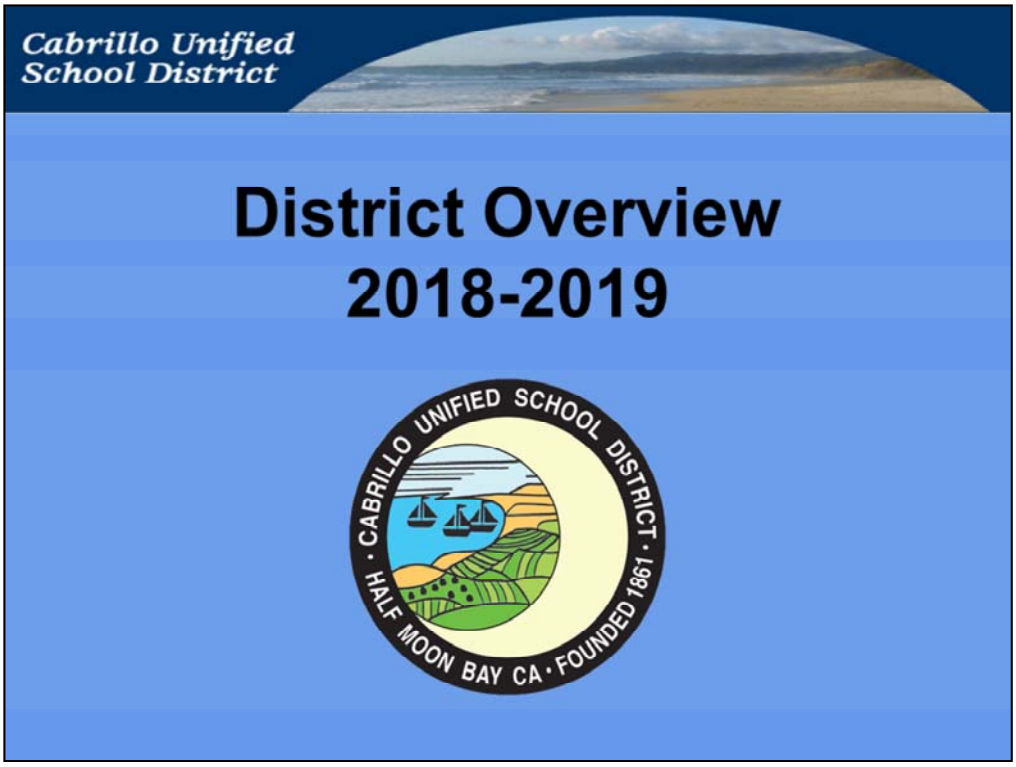
All of our high school students are now receiving Chromebooks. These devices are theirs and we look forward to them taking these devices as they graduate high school and move into college and career.



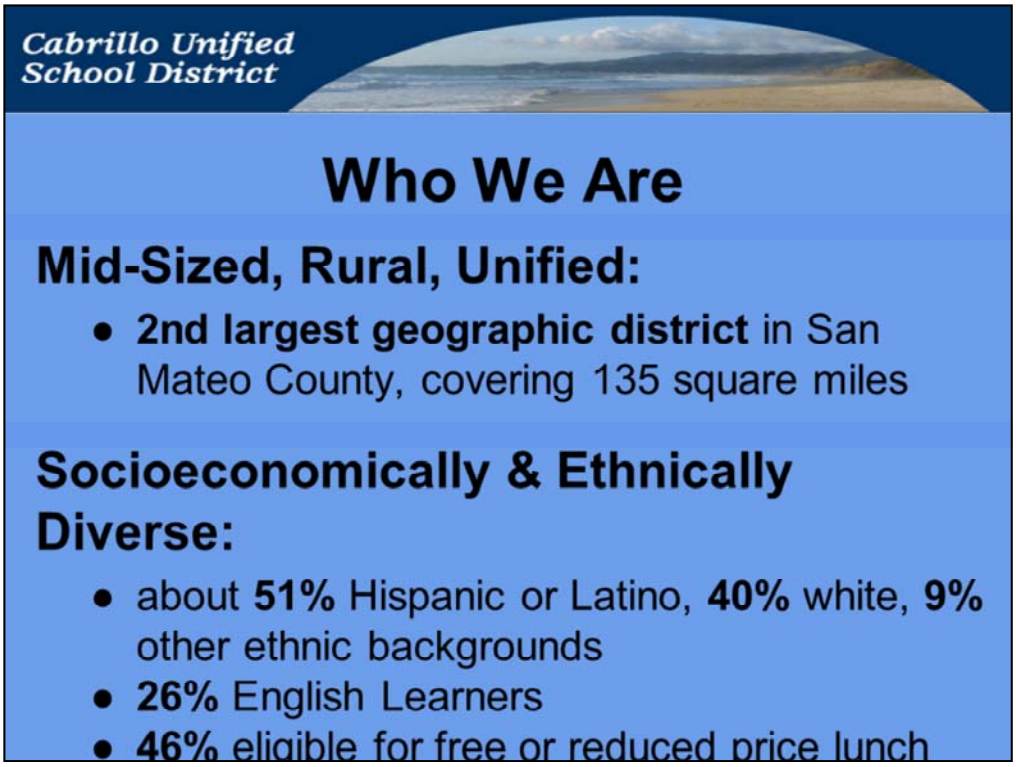
However, just giving students devices is not enough. If our students don't have broadband at home, the digital divide will remain. We were able to leverage the bond to bring the cost of Chromebooks down, and form a partnership with T Mobile that will provide students, who do not have access to Internet at home, access to hotspots. Now, all students will be able to develop critical skills that will prepare them for college and career.



The district has also desired to work with our community to identify the big goals for our students so we can take a very strategic approach to helping our students achieve their dreams. What do we want our students to be like when they graduate from our high schools? What are the characteristics that will help them achieve their dreams? Last year we began this conversation with the governing board and our staff about the essential characteristics of a graduating senior. This year we will continue these conversations with our community so that they will have opportunities to both provide input and share their opinions.



Now that I've given the most recent of our accomplishments, I would like to share where we are as district: who we are, what we offer, and the challenges we face.


Cabrillo Unified
School District
Who We Are
Mid-Sized, Rural, Unified:
2nd largest geographic district in San Mateo County, covering 135 square miles
Socioeconomically & Ethnically Diverse:
about 51% Hispanic or Latino, 40% white, 9% other ethnic backgrounds
26% English Learners
46% eligible for free or reduced price lunch

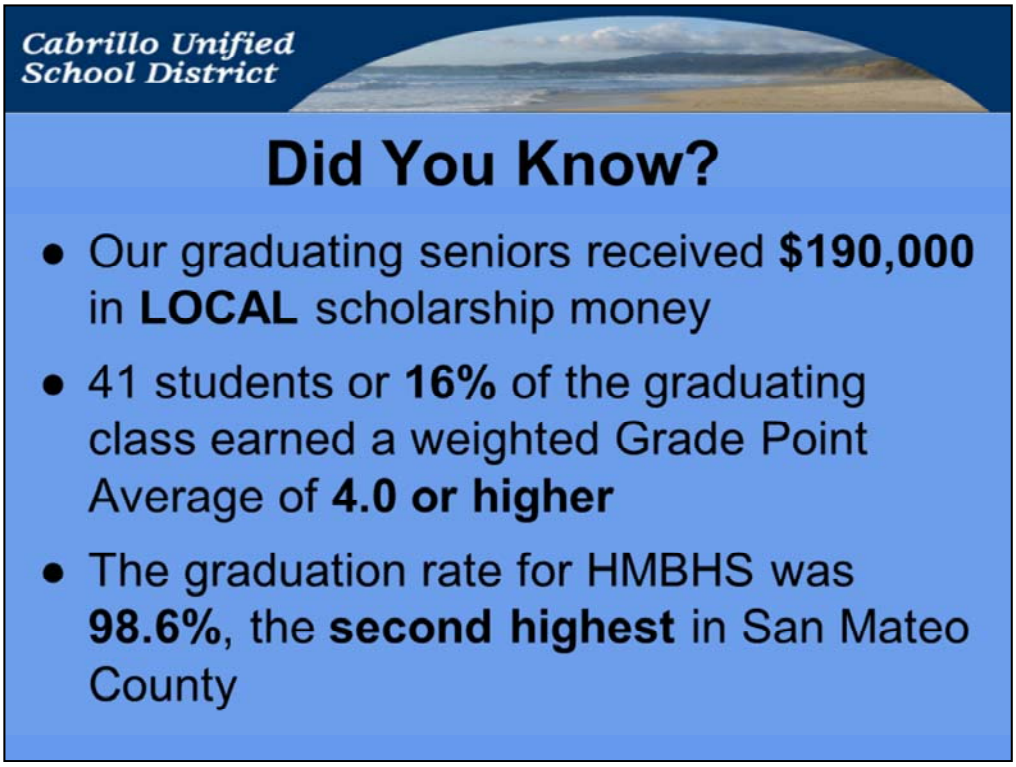


We are facing severe financial constraints due to a combination of lack of adequate State funding combined with rising pension and health insurance costs.

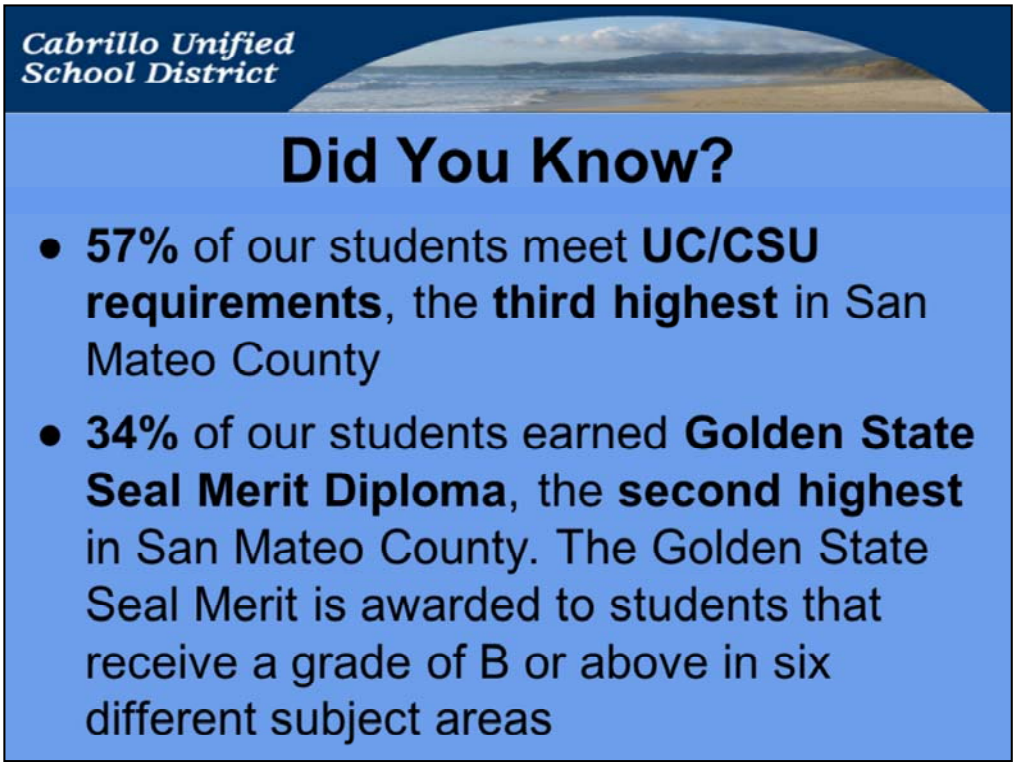
We are grateful for the continued strong support we receive from our community. About 8% of our operating budget comes from local sources.



There are 7 schools that serve our TK-12th grade students. In addition, the district serves preschool students at Los Listos PreSchool and adult learners through LaCosta Adult School.



Now I would like to share some facts about our district. All of this information refers to Half Moon Bay High School's class of 2018.


Cabrillo Unified
School District
Did You Know?
• 57% of our students meet UC/CSU requirements, the third highest in San Mateo County
• 34% of our students earned Golden State Seal Merit Diploma, the second highest in San Mateo County. The Golden State Seal Merit is awarded to students that receive a grade of B or above in six different subject areas


Cabrillo Unified
School District
Did You Know?
HMBHS football team won the Northern California State Championship and made it first appearance ever in the State Championships
Boys basketball won a Central Coast Section Championship
Boys and Girls Wrestling teams won their respective PAL championships


Cabrillo Unified
School District
Did You Know?
Our high school musical, The Little Mermaid, was **featured on NPR**
Students from Cunha Intermediate School went to the **State Science Fair**
71% of students (n=28) who participated in our Jumpstart Summer School reclassified as English language proficient



When parents tell me about their dreams for their child, who they want them to be when they graduate from high school, the first thing I often hear is “I want them to be happy!” I also hear: well-rounded, prepared for adult life, engaged, giving back. So, today I am going to talk about some of our strengths that contribute to the outcomes parents most value, but that we sometimes forget to talk about. These are some of our strongest areas of success when we consider the well-rounded education that is essential for a students’ success in college and career.



Our principals, our teachers, our office staff, our enrichment teachers all nurture and mentor our students. They provide words of encouragement, recognize talent, notice when a student needs extra support. Counseling and mental health services also provide care and support for both our students and their families. Our annual climate survey shows that this is one of our strongest areas as a district.



As a community and at our schools we promote a culture of kindness that is reflected in the way our students treat each other and the values promoted at our schools. Positive Behaviors Interventions and Supports, inclusiveness, and tolerance are all core principles in this district and are reflected in all of our school sites.



Project based learning units that integrate real life problems and ask our students to find solutions allow our students to grow and develop. Technology seamlessly integrates into these units and allows us to more innovative and strategic in our teaching. It allows us to make learning both fun and engaging for a wide variety of our students learning styles.

Dynamic mindfulness, Second Step and Positive Behaviors Interventions and Supports augment our academic curriculum and focus on developing well-rounded and well-adjusted students.



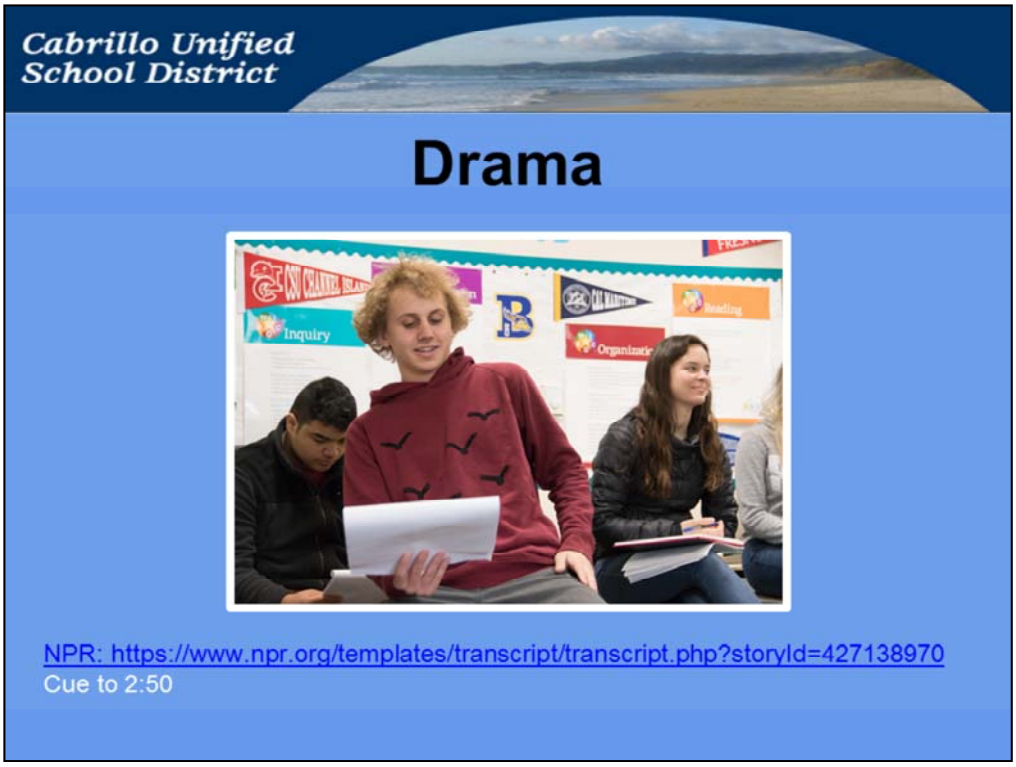
We maintain an average class size of 24/1 in Grades TK-3.



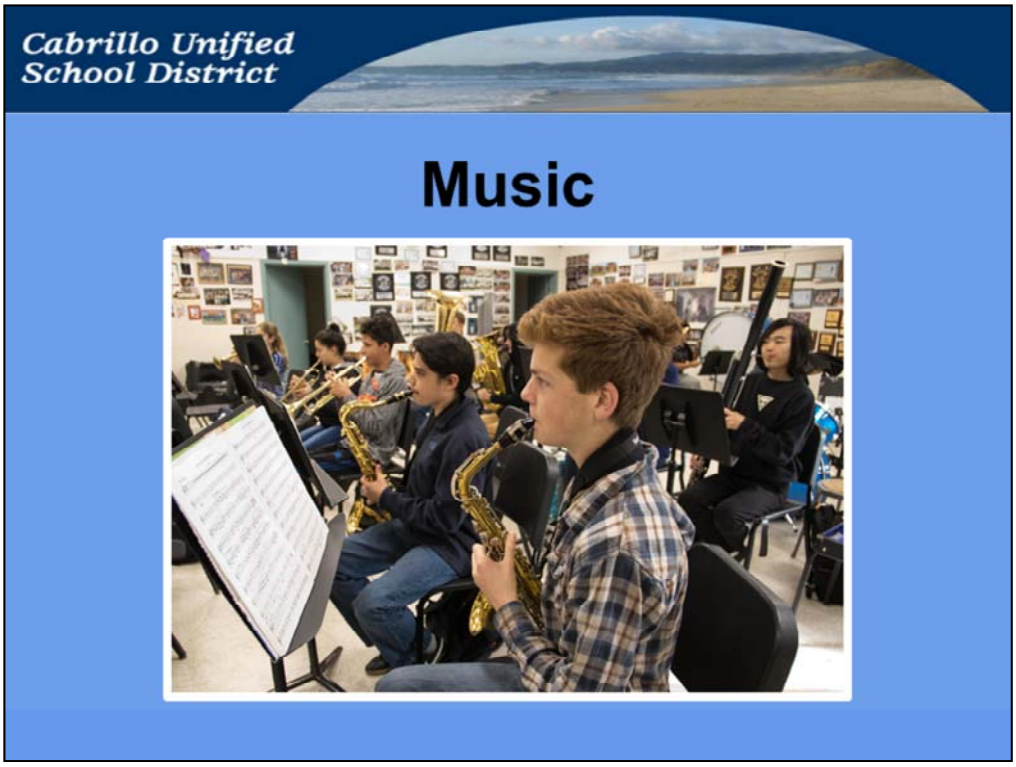
HMBHS has more than 26 Advanced Placement Course options. Further, it has won awards for its efforts to ensure that demography of the students in these classes matches the demography of the high school.



CUSD participates in both Early and Middle College programs. These programs allow our students, at no cost, to take and potentially receive both high school and college course credits simultaneously. Middle College takes place at the College of San Mateo. 10 of our students participate in this program. Early College takes place here at Half Moon Bay High School. Last year more than 90 students participated by taking classes in both Art and History. I am pleased to report that the demography of students in those classes reflected the demography of our high school and that the pass rate for our Early College classes is higher than the College of San Mateo's corresponding classes.



Our high school musical last year was The Little Mermaid. It was featured on a segment from National Public Radio.



All elementary schools provide music for our students starting in Kindergarten. This early music education is generously paid for by our Parent Teacher Organizations. Starting in 5th grade and continuing through Grade 12 music is part of the elective curriculum offered by our schools.



Art is offered starting at TK/K in the elementary schools. Once again, this is generously paid for by our Parent Teacher Organizations. Starting in Grade Six, Art is part of the elective curriculum at both our middle and high schools.



Part of helping students gain essential characteristics to make them successful and independent adults.

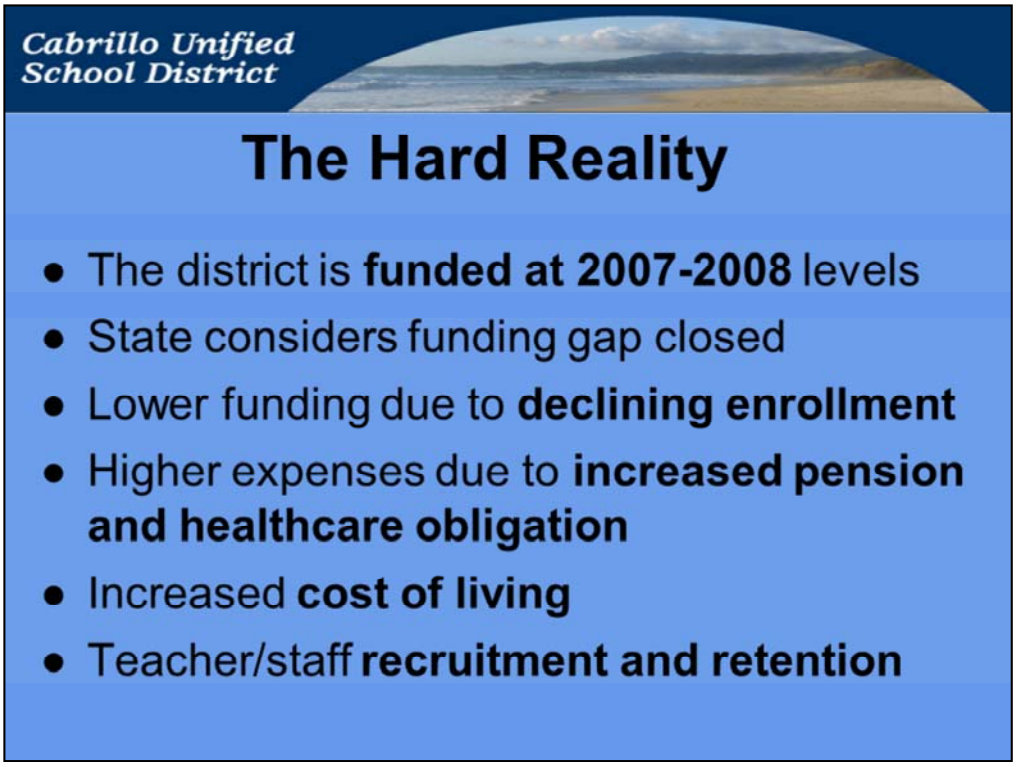


Industrial Arts is offered as an elective in Grades 6-12.

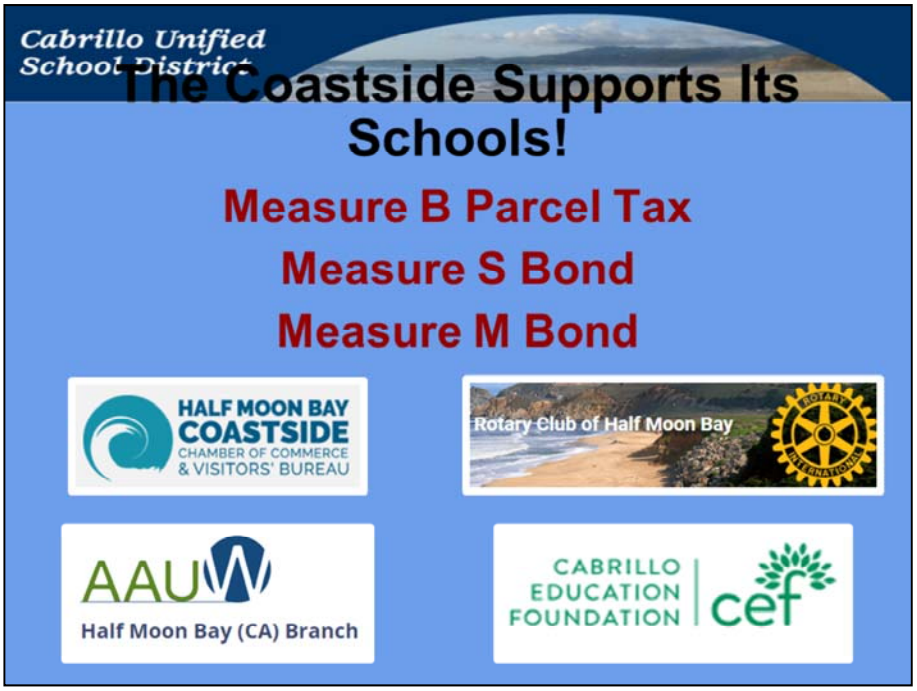


We further support our students through Educational Support Services, such as 504s and IEPs, Reading Intervention for struggling readers, Mental Health Services to students, Staff Wellness Services, Parent Outreach and Education, After School Services for students, and Summer School.


Cabrillo Unified
School District
Our Opportunities
• Partner with and leverage the wide variety of local resources for the benefit of our students
• Ensure that all of students have the essential characteristics they will need to be successful in college and career



We are currently being funded at 2007-2008 levels. The State believes they have closed the funding gap and will not offer any further monies other than Cost of Living adjustments. This district is paid on a per pupil basis and it enrollment is declining by about 50 students per year. This translates to a loss of about $450,000. Add to this the extremely high cost of living in the Bay Area and the difficulty in both attracting and retaining teachers and you can see the district is facing severe challenges ahead.



I leave you tonight on an optimistic note and highlight the strongest partnerships that we have:
The Coastside supports its schools (more than 8% of our operating budget comes from local sources), both districtwide and locally at each school site!
Our entire district through -
Measure S and Measure M- The school facilities bonds
Measure B- the parcel tax
Cabrillo Education Foundation- for districtwide educational initiatives
Coastside Futures- new initiative for post secondary education
The Chamber Education Foundation
Rotary Club of Half Moon Bay
American Association of University Women
and other organizations and individuals that give scholarships and other forms of financial aid to our students.
Our school sites-
- through our amazing PTOs, Foundations, Boosters and countless volunteer hours given by our community.
I look forward to working with the community this year to receive its input on the Essential Characteristics of Graduating Seniors. I know, that working together, all of

us will ensure that our students have the necessary programs they need to graduate high school prepared for college and career.

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 14.a

BOARD AGENDA ITEM: Approve for Distribution/Disposal of Obsolete Textbooks

DEPARTMENT: Curriculum & Instruction

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

BACKGROUND INFORMATION:

Board policy 3270 recognizes that the district may own personal property which is unusable, obsolete or no longer needed by the district. This policy allows for the sale or disposal of district property in accordance with the Board Policy and the requirements of state law.

REPORT/PROPOSAL:

The following K – 5 grade Math textbooks are obsolete:

BOOK TITLE	ISBN#	TOTAL
Everyday Math Teachers Materials	978-007-6098330	22
Everyday Math Teachers Materials	978-007-6097944	03
Everyday Math Home Links	978-007609737-1	57
Everyday Math Home Links - Spanish	978-007610040-8	02
Everyday Math Home Links	978-007-6097388	80
Everyday Math Spanish Reference Book	978-007-6097890	312
Everyday Math Student Journal Vol. 2	978-007-6097883	76
Everyday Math My Reference Book	978-007-6097890	293
Everyday Math Home Links	978-007-6097395	146
Everyday Math Student Journal Vol. 2	978-007-6097982	16
Everyday Math Home Links	978-007-6097401	146
Everyday Math Reference Book	978-007-6098088	283
Everyday Math Student Journal Vol. 1 & 2	978-007-6098064	77
Everyday Math Student Journal Vol. 1 & 2	978-007-6098156	20
Everyday Math Student Math Journal Vol. 2	978-007-6098071	138
Everyday Math Home Links	978-007-6097418	24
Everyday Math Student Journal Vol. 1 & 2	978-007-6098255	15
Everyday Math Student Journal Vol. 2	978-007-6098170	64
Everyday Math Student Reference Book	978-007-6098187	227
Everyday Math Study Links	978-007-6097418	241
Everyday Math Reference Book	978-007-6098286	98
Everyday Math Spanish Home Links	978-002-1392315	38
Everyday Math Spanish Home Links	978-002-13892308	10
Everyday Math Spanish Journal Vol. 2	978-002-1352869	42

Obsolete Math Text Book Titles: continued;

BOOK TITLE	ISBN#	TOTAL
Everyday Math Spanish Journal Vol.1	978-002-1352838	83
Everyday Math Student Journal Vol. 1 & 2	978-007-6098229	10
Everyday Math Student Journal Vol. 2	978-007-6098279	114

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Approve for distribution/disposal of obsolete textbooks.

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 14.b

BOARD AGENDA ITEM: Approve Field Trip for Half Moon Bay High School Cross Country Team to Woodbridge Cross Country Invitational in Norco, California, September 14 - 15, 2018

DEPARTMENT: Pupil Services

CONTACT PERSON: Dr. Holly Wade, Assistant Superintendent, Educational Support Services
Jason Owens, Director, Personnel and Pupil Services

BACKGROUND INFORMATION:

Board Policy 6153 allows the Governing Board to permit students to participate in field trips.

REPORT/PROPOSAL:

Paul Farnsworth, coach of the Half Moon Bay High School Cross Country team, is requesting that the Governing Board approve a field trip to Norco, California on September 14 - 15, 2018, for the Cross Country team to participate in the Woodbridge Cross Country Invitational. Approximate 24 students will be chaperoned by minimum one certificated staff member and approximately four additional adults. The group will travel from Half Moon Bay to Norco by Student Pupil Activity Bus (SPAB) certified charter bus. They will be staying at Embassy Suites Ontario, 3663 E. Guasti Road, Ontario, CA 91761, (909) 605-0281.

FINANCIAL IMPACT:

There is no financial impact on the district for this trip. This trip is funded by Boosters Athletics Corporation.

RECOMMENDATION:

Approve Field Trip for Half Moon Bay High School Cross Country Team to Woodbridge Cross Country Invitational in Norco, California, September 14 - 15, 2018.

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 14.c

BOARD AGENDA ITEM: Approve Field Trip for Half Moon Bay High School Future Farmers of America to Santa Rosa, California, September 21 - 22, 2018

DEPARTMENT: Pupil Services

CONTACT PERSON: Dr. Holly Wade, Assistant Superintendent, Educational Support Services
Jason Owens, Director of Personnel and Pupil Services

BACKGROUND INFORMATION:

Board Policy 6153 allows the Governing Board to permit students to participate in field trips.

REPORT/PROPOSAL:

Diane Centoni, teacher/advisor of the Half Moon Bay High School Future Farmers of America program, is requesting that the Governing Board approve a field trip to Santa Rosa, California, on September 21 - 22, 2018. FFA students will participate in the FFA Officer's Leadership Training. There will be approximately 9 students, and they will be chaperoned by one certificated staff member and one additional adult. The group will travel from Half Moon Bay to Santa Rosa, California, by private transportation. The travel party will be staying at the American Best Value Inn, 1800 Santa Rosa Ave., Santa Rosa, CA 95407, (800) 491-6126.

FINANCIAL IMPACT:

There is no financial impact on the district for this trip. This trip is funded by the Career Technical Education Incentive Grant.

RECOMMENDATION:

Approve Field Trip for Half Moon Bay High School Future Farmers of America to Santa Rosa, California, September 21 - 22, 2018.

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 14.d

BOARD AGENDA ITEM: Approve Field Trip for Half Moon Bay High School Cross Country Team to Mount San Antonio College Invitational in Walnut, California, October 18 - 21, 2018

DEPARTMENT: Pupil Services

CONTACT PERSON: Dr. Holly Wade, Assistant Superintendent, Educational Support Services
Jason Owens, Director, Personnel and Pupil Services

BACKGROUND INFORMATION:

Board Policy 6153 allows the Governing Board to permit students to participate in field trips.

REPORT/PROPOSAL:

Paul Farnsworth, coach of the Half Moon Bay High School Cross Country team, is requesting that the Governing Board approve a field trip to Walnut, California on October 18 - 21, 2018, for the Cross Country team to participate in the Mount San Antonio College Invitational. Approximate 40 students will be chaperoned by minimum two certificated staff members and approximately 12 additional adults. The group will travel from Half Moon Bay to Walnut by Student Pupil Activity Bus (SPAB) certified charter bus. They will be staying at Homewood Suites, 12005 Harbor Blvd, Garden Grove, CA 92840, (714) 620-2156.

FINANCIAL IMPACT:

There is no financial impact on the district for this trip. This trip is funded by Boosters Athletics Corporation.

RECOMMENDATION:

Approve field trip for Half Moon Bay High School Cross Country Team to Mount San Antonio College Invitational in Walnut, California, October 18 - 21, 2018.

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 14.e

BOARD AGENDA ITEM: Approve the Stanford University Professional Preparation of Teacher Candidates Agreement

DEPARTMENT: Personnel

CONTACT PERSON: Dr. Holly Wade, Assistant Superintendent, Educational Support Services
Jason Owens, Director, Personnel and Pupil Services

BACKGROUND INFORMATION:

The district is maintaining a student teacher agreement with Stanford University in order to participate in their student teaching program.

Stanford University operates a program for the education and training of students pursuing a California Preliminary Multiple Subject Teaching Credential and/or Single Subject Teaching Credential with English Learner Authorization (ELA).

The general guidelines for student teachers vary between credential emphasis. During the 2018-2019 school year, students from Stanford University will be assigned to the Cabrillo Unified School District.

REPORT/PROPOSAL:

The district proposes the renewal of the existing student teacher agreement between Stanford University and the Cabrillo Unified School District. Agreement will be extended through June 30, 2019.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Approve the Stanford University Professional Preparation of Teacher Candidates Agreement.

Agreement for Cooperation for Professional Preparation of Teacher Candidates for the 2018-2019 Academic Year

THIS AGREEMENT ("Agreement") is entered into by and between Cabrillo Unified School District and the Board of Trustees of Leland Stanford Junior University ("Stanford"), and is effective as of 8/1/2018 ("Effective Date").

The undersigned parties agree to the following:

SECTION 1. DEFINITIONS

Teacher Candidate: a matriculated student in the Stanford Teacher Education Program ("STEP") pursuing a California Preliminary Multiple Subject Teaching Credential and/or Single Subject Teaching Credential with English Learner Authorization (ELA) and an MA in Education.

Cooperating Teacher: a credentialed, experienced faculty member at a high school, middle school, or elementary school who is legally responsible for the class(es) assigned to the Teacher Candidate.

University Supervisor: a veteran, credentialed teacher or doctoral candidate employed by Stanford to provide direct classroom support to Teacher Candidates and Cooperating Teachers.

STEP Administration: the Stanford faculty and staff responsible for the administration of STEP.

Site Administration: the administration at an individual school site within the School that enters into this agreement with STEP.

Graduated Responsibility: the gradual assumption of responsibility for classroom instruction by the Teacher Candidate under the direct and continuing supervision of the regularly assigned Cooperating Teacher and University Supervisor, as further defined in the Teacher Candidate Contract between the Teacher Candidate, the School and the Cooperating Teacher.

Independent Student Teaching: the portion of the student teaching placement where the Cooperating Teacher leaves the Teacher Candidate alone in the classroom while still consulting about planning on a regular basis. This may not begin until the completion of all state requirements has been verified by the STEP Administration and the Teacher Candidate is deemed ready by the Cooperating Teacher, University Supervisor and STEP Administration ("**Independent Student Teaching Status**").

SECTION 2. STEP ADMINISTRATION DUTIES

STEP Administration will:

- work collaboratively with the School's school site administration and staff in the assignment of Teacher Candidates.
- guarantee that Teacher Candidates have met California Commission for Teacher Credentialing (CCTC) subject matter competence prior to commencing Independent Student Teaching.
- undertake to have Teacher Candidates remain in their student teaching assignment/s until the end of the requisite public school year unless removed for good cause by the School or STEP.
- confer regularly with School and Site Administration and Cooperating Teachers through meetings, telephone calls, and/or e-mail.

- immediately notify appropriate School and Site Administration if STEP Administration has knowledge of or suspects any professional or ethical violations by a Teacher Candidate in the School.
- guarantee that Teacher Candidates and University Supervisors have appropriate TB and finger printing clearance.
- undertake to have Teacher Candidates establish and maintain adequate public liability and property damage insurance and inform them of their lack of coverage for Worker's Compensation Insurance.
- instruct Teacher Candidates in state laws regarding child abuse reporting, sexual harassment and professional conduct.

SECTION 3. UNIVERSITY SUPERVISOR DUTIES

STEP Administration will undertake to ensure that University Supervisors will:

- conduct systematic and regular observations of Teacher Candidates' performances in the School's classrooms.
- confer regularly with Cooperating Teachers and with the Site Administration through meetings, telephone calls, and/or e-mail.

SECTION 4. TEACHER CANDIDATE DUTIES

STEP Administration will undertake to ensure that Teacher Candidates will:

- attend school placements for 20 hours a week based on the Cooperating Teacher's schedule unless given prior written approval by the STEP Director of Clinical Work.
- co-plan with Cooperating Teachers throughout the academic year.
- co-teach with Cooperating Teachers throughout the academic year based on individually developed induction plans which emphasize gradual assumption of responsibility.
- participate in department meetings and faculty meetings when possible.
- attend Back to School Nights and Open Houses.

enter into a Teacher Candidate Contract substantially in the form attached hereto as Exhibit A.

SECTION 5. SCHOOL DUTIES

The School will:

- provide supervised teaching and other clinical/professional experiences for Teacher Candidates through student teaching in schools and classes within the School's high schools and middle schools, in each case under the supervision of a Cooperating Teacher.
- provide each Teacher Candidate with a certified, experienced teacher as a Cooperating Teacher and provide documentation of appropriate credentialing as needed.
- immediately notify the Director or STEP Director of Clinical Work if the Administration has knowledge of or suspects any professional or ethical violations by a Teacher Candidate.
- request that a Teacher Candidate act as a substitute teacher only for that Teacher Candidate's supervising Cooperating Teacher and will not make Teacher Candidates part of the general substitute pool.
- instruct Teacher Candidates in School policies regarding child abuse reporting, sexual harassment and professional conduct.

SECTION 6. TERM

This Agreement shall be effective for the 2018-2019 academic calendar in the School.

SECTION 7. UNDERTAKINGS BY STANFORD

Stanford's and the STEP Administration's sole responsibility for any term of this Agreement that states that the STEP Administration will "undertake" to cause a Teacher Candidate or University Supervisor to comply with a term of this Agreement will be to follow the STEP Administration's standard internal procedures to cause that Teacher Candidate or University Supervisor to comply with that term of this Agreement.

SECTION 8. STATUS OF TEACHER CANDIDATES

The Teacher Candidates are not employees, agents or independent contractors of Stanford, and Stanford will not be held liable for any act or failure to act by a Teacher Candidate.

SECTION 9. INDEMNIFICATION

To the fullest extent permitted by law, School shall indemnify, defend, and hold harmless Stanford and its directors, officers, attorneys, officials, employees and agents ("Stanford Indemnities") from and against any and all claims, demands, judgments, losses, costs, damages, injuries, expenses and liabilities of every kind, nature and description (collectively, "Claims") that arise out of or relate to, directly or indirectly, in whole or in part, this Agreement or any error, omission or act of School or any employee, consultant, agent, director or officer of School or any employee or person otherwise working or volunteering at the School, including without limitation the performance or non-performance of the terms of this Agreement (except to the extent such Claim is solely the result of the gross negligence or willful misconduct of a Stanford Indemnity). This Section 9 shall survive the termination of this Agreement.

SECTION 10. MISCELLANEOUS

The parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.

This Agreement and the rights and obligations of the parties shall be governed and construed by the substantive laws of the State of California as applied to contracts that are executed and performed entirely in California.

This Agreement, including its Exhibit, supersede all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in writing executed by both parties.

If a court of competent jurisdiction holds any provision of this Agreement, or its application, invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.

No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Executed by the undersigned authorized individuals on behalf of the parties effective as of the date first written above.

CABRILLO UNIFIED SCHOOL DISTRICT	BOARD OF TRUSTEES OF LELAND STANFORD JUNIOR UNIVERSITY
By _____	By _____
Print Name _____	Print Name Daniel Schwartz
Title _____	Title Dean, Stanford School of Education

EXHIBIT A

FORM OF TEACHER CANDIDATE CONTRACT
STANFORD TEACHER EDUCATION PROGRAM
CLINICAL WORK AGREEMENT 2014-2015

Educators learn by studying, doing and reflecting, by collaborating with other professionals, by looking closely at pupils and their work, and by sharing what they see. The development of theoretically sound professional practice cannot occur either in college classrooms separated from engagement in practice or in school classrooms separated from knowledge and theories that result from rigorous scholarship. Professional learning in both schools of education and P-12 schools should provide opportunities for research and inquiry, for trying and testing, and for talking about and evaluating the results of learning and teaching. The intersection of theory and practice occurs most productively when questions arise in the context of real work-in-progress, in schools and with pupils, informed by research and disciplined inquiry. The cooperating teacher and university supervisor provide direct support for the candidate as he/she works simultaneously in the two contexts.

This document describes the responsibilities of the **teacher candidate**, the **cooperating teacher**, and the **university supervisor** as they work in the clinical setting. The three work together to support the candidate's growth as a novice teacher. Each teacher candidate teaches under the direct and continuing classroom supervision of an assigned cooperating teacher who is a credentialed, experienced member of the school faculty and is legally responsible for the class(es) assigned to the teacher candidate. The university supervisor is also an experienced, credentialed teacher who helps to bridge the teacher candidate's classroom experience with STEP coursework. All three parties sign this agreement.

The teacher candidate co-teaches with the cooperating teacher in two different periods **(primary and secondary)**. Initially, the cooperating teacher assumes primary responsibility for both classes and the teacher candidate remains in a supportive role. **During independent student teaching, the teacher candidate takes responsibility for the primary course.** The teacher candidate and cooperating teacher co-teach **the secondary course** until the end of the year, with the cooperating teacher taking primary responsibility.

The **California Standards for the Teaching Profession (CSTPs) and Teaching Performance Expectations (TPEs)** provide a framework for assessing and documenting the teacher candidate's progress throughout the program. These standards inform the formal observations conducted by the university supervisor and the quarterly assessments completed by the cooperating teacher and university supervisor.

Graduated Responsibility

The structure of the STEP student teaching experience relies on the concept of **graduated responsibility.** In addition to observing instruction, the teacher candidates play an active role early in the placement, supporting individual students and small groups and implementing small learning segments with the support of the supervisor and cooperating teacher. Over time candidates extend their responsibility for planning, instruction, and assessment in the placement, taking ownership of learning segments that increase in length and complexity. Graduated responsibility ensures that guidance from experienced teachers shapes each candidate's development, and it also allows the cooperating teacher and supervisor to share and refine their own practice. This structure encourages candidates to merge theory and practice in authentic ways.

Graduated responsibility eventually culminates in a sustained period of **independent student teaching,** which begins in the winter. This timing allows for the candidate to complete sufficient time and experience as an independent teacher to provide evidence for recommendation for the teaching

credential. This process is personalized so that candidates, university supervisors, and cooperating teachers agree on a timeline that makes sense for each candidate based on his or her strengths and abilities as a developing teacher. The following documents support graduated responsibility:

- Building Relationships Between Teacher Candidate and Cooperating Teacher
- STEP Integration Plans (Fall, Winter/Spring)
- Graduated Responsibility in STEP
- Independent Student Teaching in STEP

The Joint Work of the Cooperating Teacher and Teacher Candidate:

Together the cooperating teacher and the candidate move through all phases of the teaching cycle: planning, instructing, assessing, and reflecting. Throughout the year the two explore and practice the different strategies that can be utilized within each phase. The following are suggestions for ways the cooperating teacher can support the growth in each phase:

Planning:

- Articulate the intended educational goals and expected outcomes for the course.
- Discuss rationale for the focus and sequencing of the course.
- Co-plan lessons, units, curriculum, and assessments with teacher candidate throughout the academic year.
- Explore strategies to diagnose and address specific student needs.

Instructing:

- Co-teach with teacher candidate according to the teacher candidate's readiness.
- Model a variety of teaching strategies for the teacher candidate.
- Provide opportunities for the teacher candidate to practice different teaching strategies to address students' interests and needs.
- Demonstrate how to manage everyday tasks such as taking role, giving directions, and dealing with paperwork.

Assessing:

- Discuss and model different assessment techniques (e.g., objective tests, performance assessments, peer review, self-assessment, journals, portfolio, etc).
- Examine student work to identify to what extent the learners reached the educational goals and to guide future planning.

Reflecting:

- Co-reflect about daily lessons and encourage the teacher candidate to reflect on the effectiveness of the teaching technique(s) for the learners.
- Provide multiple opportunities to self-assess teaching
- Make thinking visible and share thoughts about the outcome of a lesson.
- Emphasize the teacher candidate's strengths and give constructive, specific feedback about areas for improvement.
- Discuss strategies and help set goals for the teacher candidate to address specific areas for improvement.

Graduated responsibility allows for candidates to develop at different rates throughout the year and within each phase of the teaching cycle. For example, a teacher candidate may be comfortable at utilizing different instructional strategies but still need considerable support in developing assessments. By mentoring the teacher candidate in the ways described above, the cooperating teacher will support the teacher candidate's move into the primary teaching role for the primary course. As the candidate takes on more responsibility in the class, the cooperating teacher plays a more supportive role. The two

continue to plan and debrief on a regular basis. By winter, the teacher candidate should already have experienced significant responsibility for multiple components of the curriculum.

The cooperating teacher, the university supervisor, STEP's director of clinical work, and director determine the appropriate time for the candidate to begin **independent student teaching** in the primary course. Independent student teaching begins well before the final eight weeks of the school year. Although the candidate assumes responsibility for the classroom during independent student teaching and may be left in charge of the classroom, the cooperating teacher remains the "teacher of record" throughout the academic year. For more information, see "Independent Student Teaching in STEP."

Responsibilities of the Cooperating Teacher

- Meet with teacher candidate and university supervisor **(three-way meeting)** at the beginning of the placement and at the end of each quarter
- Review the STEP handbook
- Observe the candidate's teaching to collect evidence for quarterly assessment (use suggested observation tools found in the STEP handbook). Make your thinking visible before, during, and after class.
- Maintain proactive, ongoing communication with the supervisor about the candidate's progress. The supervisor and cooperating teacher together monitor the candidate's graduated responsibility trajectory. Should concerns arise, the supervisor should be notified immediately to determine how best to support the candidate. If necessary, the STEP Director of Clinical Work may provide additional guidance.
- Complete three quarterly assessments and upload them to Tk20 (http://stanford.tk20.com) by the following dates: **Wednesday, December 12, 2018, Wednesday, March 13, 2019, and Friday, May 24, 2019.** (**Note:** The teacher candidate will not receive a grade for Seminar until each quarter report is received, and all reports for the year must be received before he or she can graduate.)
- Discuss the content of the quarterly assessment with the teacher candidate and set future learning goals.

Responsibilities of the Teacher Candidate

The teacher candidate maintains a professional presence while at the school site, communicating and relating with colleagues, students, and families.

- Be present and at the school site for about 20 hours per week for the full academic year; be prepared to fulfill his or her obligations in the teaching assignments.
- Maintain prompt and regular attendance and conscientious out-of-class preparation for teaching responsibilities
- Maintain up to date records of curricular plans; abide by school policies; meet administrative due dates;
- Visit and observe other classrooms on a regular basis as detailed in the integration plan.
- Email absences for any reason to the cooperating teacher, university supervisor, director of clinical work, and director
- Request absences for special circumstances in writing from the cooperating teacher, director of clinical work, and director

Videotaping: **As part of the teacher candidates' work for Stanford University they are required to videotape their teaching. The videotapes are kept by the student and by Stanford University and may be shared with other teacher educators and other teacher candidates to help them analyze and improve their teaching. Neither the students' names nor the name of the school will be used in any reports or presentations of the video. A form will be sent to each parent for them to indicate if they are willing to have their child appear in the video.**

Substitute Teaching: STEP teacher candidates may serve as substitute teachers for their cooperating teachers only, but not until the university supervisor has completed one formal observation, and the cooperating teacher, university supervisor, and STEP director of clinical work have given their written approval. Under certain non-routine circumstances, teacher candidates who have completed all of their subject matter competence requirements and have attained daily independent teaching status may be allowed to accept a paid long-term substitute teaching position if the position offers specific supports required by STEP and if the advisory team determines that the teacher candidate is prepared to meet students' needs adequately. The position will be discussed with the cooperating teacher(s), university supervisor, school administration, and STEP teacher candidate before a final decision is reached. Final approval is given by STEP.

Extracurricular Activities: The teacher candidate should not receive assignments to extracurricular activities from the school. If the schedule permits, the STEP teacher candidate will attend a minimum of one department meeting and one faculty meeting per semester, parent-teacher conferences, and back-to-school events. STEP encourages teacher candidates to voluntarily participate in school activities if time permits. However, STEP teacher candidates should not be required to attend meetings that conflict with classes at Stanford.

Responsibilities of the University Supervisor

The university supervisor plays a vital role as a bridge between the university and clinical context, a mentor, and an evaluator of the candidate's progress. As they pertain to the field placement, the supervisor's responsibilities are to:

- Facilitate three-way meetings at the beginning of the placement and at the end of the quarter to discuss quarterly assessment and set goals
- Using the integration plan as a framework, communicate with the cooperating teacher and teacher candidate about how the principles of graduated responsibility are being enacted in the placement.
- Conduct at least nine formal observations during the academic year (one per quarter is videotaped)
- Complete quarterly assessment each quarter
- Facilitate information stream between Stanford and the cooperating teacher regarding candidate's progress and needs.
- Recommend candidate for credential (spring)
- Report any concerns to STEP's director of clinical work immediately

If you need to be in contact with STEP regarding any of the above or STEP Teacher candidate concerns, please email Peter Williamson, Director of STEP Secondary at peterw@stanford.edu or Ruth Ann Costanzo, Director of Clinical Work at rcostanzo@stanford.edu.

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 14.f

BOARD AGENDA ITEM: Approve Certificated Personnel Report

DEPARTMENT: Personnel

CONTACT PERSON: Dr. Holly Wade, Assistant Superintendent, Educational Support Services
Jason Owens, Director, Personnel and Pupil Services

BACKGROUND INFORMATION:

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

1. OFFER OF EMPLOYMENT FOR CERTIFICATED ADMINISTRATION

Benjamin Bartel, Assistant Principal, Cunha Intermediate School, effective July 25, 2018.

2. OFFER OF TEMPORARY EMPLOYMENT FOR 2018-2019

Diane Angst, 0.17 FTE Additional Period ELD Teacher, Cunha Intermediate School, effective August 15, 2018.

Yulanda Au, 0.17 FTE Additional Period AVID/EXCEL Teacher, Cunha Intermediate School, effective August 15, 2018.

Rick Campbell, 0.17 FTE Additional Period P.E. Teacher, Cunha Intermediate School, effective August 15, 2018.

Diane Centoni, 1.0 FTE Agriculture Teacher, Half Moon Bay High School, effective August 15, 2018.

Megan Chan, 0.10 FTE Additional Period Peer Helper, Half Moon Bay High School, effective August 15, 2018.

Tom Cox, 0.17 FTE Additional Period Leadership Teacher, Cunha Intermediate School, effective August 15, 2018.

Kerra DeMartini, 0.10 FTE Additional Period Peer Helper, Half Moon Bay High School, effective August 15, 2018.

Janice Lee, 0.17 FTE Additional Period Counselor, Cunha Intermediate School, effective August 15, 2018.

Shawna McCartney, 0.17 FTE Additional Period Study Skills Teacher, Cunha Intermediate School, effective August 15, 2018.

Peter Monica, 0.17 FTE Additional Period Social Studies Teacher, Cunha Intermediate School, effective August 15, 2018.

Erin O'Connor-Brown, 0.17 FTE Additional Period AVID VI Teacher, Cunha Intermediate School, effective August 15, 2018.

Pat Olson, 0.20 FTE Additional Period District Broadcasting Teacher, Half Moon Bay High School, effective August 15, 2018.

Deborah Pierce, 0.5 FTE Science Teacher, Cunha Intermediate School, effective August 15, 2018.

Brendan Roth, 0.20 FTE Additional Period Athletic Director, Half Moon Bay High School, effective August 15, 2018.

Traci Yerby, 0.20 FTE Additional Period Biology Teacher, Half Moon Bay High School, effective August 15, 2018.

3. OFFER OF PROBATIONARY EMPLOYMENT FOR 2018-2019

Kimberly Barnes, 1.0 FTE Resource Specialist, El Granada Elementary School, effective August 27, 2018.

Bryan Long, 1.0 FTE Physics/Earth Science Teacher, Half Moon Bay High School, effective August 15, 2018.

Evan Lurie, 1.0 FTE Social Studies Teacher, Half Moon Bay High School, effective August 15, 2018.

4. OFFER OF SHORT TERM EMPLOYMENT FOR 2018-2019

Matt Linton, Adult Education Coordinator, La Costa Adult Education, effective July 30, 2018.

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: September 13, 2018

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

BOARD AGENDA NUMBER: 14.g

BOARD AGENDA ITEM: Approve Classified Personnel Report

DEPARTMENT: Personnel

CONTACT PERSON: Dr. Holly Wade, Assistant Superintendent, Educational Support Services
Jason Owens, Director, Personnel and Pupil Services

BACKGROUND INFORMATION:

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

1. OFFER OF EMPLOYMENT FOR 2018-2019

Elizabeth Acevedo, Food Service Assistant I, Cunha Intermediate School, effective August 20, 2018.

Haley Mulderick, Paraprofessional Migrant Education, effective August 27, 2018.

2. RESIGNATION

Jorge Machado, Maintenance, Operations and Transportation Supervisor, effective September 14, 2018.

Dolly Smith, Food Service Assistant I/Custodian I, Half Moon Bay High School, effective August 30, 2018.

3. OFFER OF SHORT TERM EMPLOYMENT FOR 2018-2019

Rebeca Cardenas, Transition Navigator, La Costa Adult Education, effective August 27, 2018.

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: September 13, 2018

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

BOARD AGENDA NUMBER: 14.h

BOARD AGENDA ITEM: Approve Family Services Specialist Job Description

DEPARTMENT: Personnel

CONTACT PERSON: Dr. Holly Wade, Assistant Superintendent, Educational Support Services
Jason Owen, Director of Personnel and Pupil Services

BACKGROUND INFORMATION:

The Family Services Specialist position expands upon the existing responsibilities of the Migrant Program Advocate by providing services and support to the new California State Preschool Program (CSPP). New responsibilities include the gathering of personal information and documentation requirements for families enrolling in the program. The Family Services Specialist will be required to support and monitor the program components and work closely with staff to ensure timelines and documentation requirements are accurate and submitted in a timely manner.

In addition, the Family Services Specialist must receive both Regional and County training to properly perform their duties and attend ongoing mandated training to remain informed and certified within the programs.

REPORT/PROPOSAL:

The District proposes approval of the Family Services Specialist job description, a new critical position within the Migrant and Preschool programs. This will be a 243 work-day calendar assignment at salary range 19 on the classified salary schedule.

FINANCIAL IMPACT:

The financial impact is included in the Budget.

RECOMMENDATION:

Approve Family Services Specialist job description.

CABRILLO UNIFIED SCHOOL DISTRICT

Job Description

FAMILY SERVICES SPECIALIST

BASIC FUNCTION:

Under the direction of the director of categorical programs, communicate with parents, teachers and administrators regarding family enrollment in qualified appropriate programs and to assist families in accessing appropriate services based on program qualification; provide assistance to school families and promote student and parent involvement in school and District programs, services and activities; assist with the coordination and monitoring components and the documentation of requirements of the programs.

REPRESENTATIVE DUTIES:

ESSENTIAL DUTIES:

- Enroll and re-enroll qualified families in programs, such as Migrant Education and state preschool serve as point of contact for them at the District level responding to questions related to enrollment, school placements, preschool services, out of school youth services, available special programs and other issues; support the District in communicating to parents their rights
- Coordinate the organization and scheduling of Parent Advisory Committee Meetings, and support parents and District staff in efforts to participate in school governance structure
- Assist with the coordination and monitoring of components and the documentation of requirements of the program**(s)**; support program staff to assure program components are met in a timely manner; assist in the preparation of the State Preschool, Migrant Education Even Start, Summer Supplemental, and District Service Agreement and grants/activities; assist with completion of required Migrant Education and State Preschool and licensing audits
- Facilitate communication between District and Migrant Region Office and San Mateo County Office of Education for the State Preschool Program
- Assist District and schools in communicating information and concerns such as student progress, grading and homework policies, attendance rules, discipline procedures and health issues to parents also bringing the individual and community concerns back to the school; make referrals to appropriate school and District programs and for services; conduct group or individual meetings
- Assist administrators, teachers and others by translating verbal conversations and written communications related to Migrant and preschool students
- Coordinate and assist with the outreach for Migrant Pre-K, Migrant K – 12, State Preschool, and the Out of School Youth services
- Make home visits to provide information to parents, investigate home situations and explain rules, regulations, procedures and forms; provide support to parents and assistance in matters related to student academic growth
- Contact police agencies, probation officers, social service organizations and others to exchange information and discuss concerns regarding individual students
- Prepare and maintain records, reports and documentation including home visit reports, translations, memoranda, correspondence and meeting notifications
- Attend workshops and conferences related to the needs and concerns of ethnic and minority groups
- Coordinate volunteers from university and other groups involved in tutoring activities

OTHER DUTIES:
Perform related duties as assigned

KNOWLEDGE AND ABILITIES:
KNOWLEDGE OF:
- School and district policies and procedures
- Qualification criteria and enrollment procedure for various programs
- Cultural background of minority, ethnic and disadvantaged groups
- Correct oral and written usage of English and a designated second language
- Interpersonal skills using tact, patience and courtesy
- Telephone techniques and etiquette
- Applicable sections of State Education Code and other applicable laws
- Oral and written communication skills

ABILITY TO:
- Promote school/community relations
- Assist parents and students in resolving school/student related problems
- Read, write, translate and interpret English and a designated second language
- Promote parent and child participation in school
- Utilize a second designated language to communicate with students and parents both orally and in writing
- Assist administrators, teachers and others by translating verbal conversations and written communications
- Learn District organization, operations, policies and objectives
- Work independently with little direction
- Communicate effectively both orally and in writing
- Establish and maintain cooperative and effective working relationships with others
- Work effectively in a multi-ethnic setting
- Review situations and determine an effective course of action
- Work confidentially with discretion
- Read, interpret, apply and explain rules, regulations, policies and procedures
- Maintain records and prepare reports
- Type at an acceptable rate of speed
- Plan and organize work

EDUCATION AND EXPERIENCE:
Any combination equivalent to: graduation from high school supplemented by college level course work in a related field and two years' experience working with needs and issues of migrant persons and state preschool.

LICENSES AND OTHER REQUIREMENTS:
- Valid California driver's license; incumbents are required to use personal vehicle and provide proof of insurance
- Migrant enrollment certification
- Certificate of TB clearance TB Skin Test Proof of Immunizations (Influenza, Pertussis, Measles)

WORKING CONDITIONS:

ENVIRONMENT:

- Office, classroom and students' home environment.
- Driving a vehicle to conduct work.

PHYSICAL ABILITIES:

- Dexterity of hands and fingers to operate office equipment
- Hearing and speaking to exchange information
- Walking to enter homes of students
- Reaching to retrieve and maintain files
- Seeing to read and assure accuracy to records and reports
- Ability to lift 40 pounds

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 14.i

BOARD AGENDA ITEM: Approve Custodial Coordinator Job Description

DEPARTMENT: Personnel

CONTACT PERSON: Dr. Holly Wade, Assistant Superintendent, Educational Support Services
Jason Owens, Director, Personnel and Pupil Services

BACKGROUND INFORMATION:

The Maintenance, Operations and Transportation department is being reconfigured to more fully address the needs of the district. This requires additional administrative staffing, specifically a Custodial Coordinator role, to oversee and manage custodial assignments and staffing while more efficiently reacting to site maintenance requirements.

REPORT/PROPOSAL:

The District proposes approval of the Custodial Coordinator job description, a new critical position within the Maintenance, Operations and Transportation department. This will be a 243 workday calendar at salary range $55,597 - $62,724 on the Administrative/Confidential Salary Schedule.

FINANCIAL IMPACT:

There is no finical impact to the General Fund.

RECOMMENDATION:

Approve Custodial Coordinator Job Description.

CABRILLO UNIFIED SCHOOL DISTRICT

Job Description

CUSTODIAL COORDINATOR

BASIC FUNCTION:
Under the general direction and supervision of the Director of Facilities Development, Planning and Construction, this position is responsible for planning and supervising the District's custodial needs; inspects and evaluates the performance of assigned personnel; performs skilled and semi-skilled work in one or more maintenance trades; and performs other related duties as directed.

Work Schedule: 243 days/fiscal year

REPRESENTATIVE DUTIES:
Essential Duties:

- Assigns, directs, coordinates, and supervises the work of custodial staff.
- Schedules and supervises the custodial services throughout the District, inspecting, checking, and training for proper utilization of time, materials, and equipment.
- Identifies and assesses maintenance needs and communicates to the Director Facilities Development, Planning and Construction.
- Inspects buildings to determine if proper custodial methods and standards are followed and maintained.
- Gives instructions, as necessary, to employees on the use of materials and equipment in the performance of their duties.
- Tests and evaluates new products, materials, and equipment and makes appropriate recommendations.
- Coordinates and provides for in-service training of all custodial personnel.
- Plans for accommodating community use of school buildings and grounds.
- Performs skilled and semi-skilled maintenance and repair work.
- Reviews and approves supply and equipment requisitions.
- Maintains records and prepares reports including hazardous materials compliance requirements.
- Is available and "on-call" for District security and emergency needs.
- Performs other related duties as assigned.

KNOWLEDGE AND ABILITIES:
Knowledge Of:

- Standard practices of maintenance, custodial and grounds trades, including the methods, materials, terms and equipment used in installation, alteration and repair.
- Principles and practices of administration, supervision and training.

Ability To:
- Plan, organize, coordinate and direct work of others in a supervisory capacity.
- Plan, prioritize and organize a variety of custodial, facility and repair projects.
- Evaluate, plan and schedule work.

Ability To: continued;

- Use and operate safely a variety of hand tools, power tools, and other equipment used for building maintenance purposes.
- Draw up basic plans and specifications for maintenance projects.
- Understand and carry out a variety of complex instructions in an independent manner.
- Diagnose maintenance and repair problems quickly and effectively, and take appropriate action to resolve.
- Keep records and prepare reports.
- Communicate effectively in both oral and written forms.
- Establish and maintain cooperative and effective work relationships with others.
- Perform heavy manual labor; lift and carry up to 50 pounds.
- Drive vehicle to work sites; use legal and safe driving practices.
- Follow District policies and procedures.
- Dexterity of hands and fingers to operate a computer and office equipment, sitting or standing for extended periods of time, hearing and speaking to exchange information on the telephone or in person, vision to read documents, reaching horizontally and above the shoulders to retrieve files and supplies, and lifting objects weighing up to 20 pounds.

EDUCATION AND EXPERIENCE:

Graduation from high school. Managing projects, supervising personnel and coordinating services with other management personnel.

LICENSES AND OTHER REQUIREMENTS:

Valid California Driver's License required.

PHYSICAL ABILITIES:

Dexterity of hands and fingers to operate a computer and office equipment, sitting or standing for extended periods of time, hearing and speaking to exchange information on the telephone or in person, vision to read documents, reaching horizontally and above the shoulders to retrieve files and supplies, and lifting objects weighing up to 20 pounds.

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 14.j

BOARD AGENDA ITEM: Approve Director Facilities Development, Planning and Construction Job Description

DEPARTMENT: Personnel

CONTACT PERSON: Dr. Holly Wade, Assistant Superintendent, Educational Support Services
Jason Owens, Director, Personnel and Pupil Services

BACKGROUND INFORMATION:

As the Maintenance, Operations and Transportation department is being reconfigured to more fully address the needs of the district's administration of work to be performed resulting from the newly-approved bond funding, it requires additional staffing, specifically Director Facilities Development, Planning and Construction to oversee and manage the projects and staffing.

REPORT/PROPOSAL:

The District proposes approval of the Director Facilities Development, Planning and Construction job description, a new critical position within the Maintenance, Operations and Transportation department. This will be a 243 workday calendar at salary range $111,192-$125,220 on the Administrative/Confidential salary schedule.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Approve Director Facilities Development, Planning and Construction Job Description.

CABRILLO UNIFIED SCHOOL DISTRICT

Job Description

DIRECTOR FACILITIES DEVELOPMENT, PLANNING AND CONSTRUCTION

BASIC FUNCTION:

Under direction of the Chief Business Official, plans, organizes and coordinates the multi-faceted facilities, acquisition, construction program for the District: to include providing direction to all facilities, acquisition and construction employees, ensuring fiscal accountability and cost effectiveness; and compliance with District, State and Federal requirements regarding facilities, acquisition, construction and finance; and plans, organizes and directs the building maintenance and grounds-keeping operations of the District.

Work Schedule: 243 days/fiscal year

REPRESENTATIVE DUTIES:

Essential Duties:

- Develops, directs and advises the District on issues (e.g. the acquisition of sites, redevelopment activities, etc.) for the purpose of ensuring fiscal accountability and cost effectiveness, compliance with District, Federal, State and local rules and regulations.
- Communicates, guides and directs internally and externally for the purpose of providing information dissemination of policies, procedures, rules and regulations, information gathering, issue identification and resolution, training and development.
- Coordinates all construction activities for the purpose of ensuring that all projects are performed and completed in accordance with specifications and established timelines.
- Creates designs, manages and oversees programs, services and projects for the purpose of ensuring continuous improvement to services and compliance with Federal, State, District and local guidelines.
- Manages, oversees and directs the facilities, acquisition, construction and finance program for the purpose of ensuring that all functions are performed in accordance with District, Federal and State rules, regulations and guidelines.
- Manages and supervises personnel for the purpose of ensuring efficient operation of the department; and, providing training and development, performance evaluations, and decisions on hiring, dismissals, problem identification and resolution.
- Manages and oversees budget and financial aspects of department (e.g. long term debt program, district investments, collection of developer fees, certificates of participation, tax override receipts and state school building program appropriations, etc.) for the purpose of ensuring financial records are maintained, adequate funds are available to meet the needs of the District; and, funds are collected and utilized in accordance with Federal, State, local and District policies, procedures and guidelines.
- Oversees the new construction and reconstruction programs for the District for the purpose of ensuring the educational facilities needs of the District are met and that all design specifications comply with district standards and applicable State, Federal and County agency requirements.
- Oversees the bidding and awarding of contracts for all construction programs for the purpose of ensuring compliance with the needs of the District and the rules, policies, procedures and guidelines of the District, State, and Federal governments. Including lease-leaseback options.
- Coordinate and comply with State agency requirements during the planning and execution of site selection, design and construction phases including the California Department of Education, Division of the State Architect, Office of Public School Construction, State Fire Marshall, Department of Toxic Substances Control, State Allocation Board and Director of Industrial Relations.

- Provide technical expertise and information to the Chief Business Officer regarding assigned functions and participate in the formulation of policies, procedures and program; advise the Chief Business Officer of unusual trends or problems and recommend appropriate corrective action.
- Works with maintenance, grounds-keeping and custodial staff regarding methods and procedures of work, supply and equipment requirements, and operational problems and conflicts, assisting with and solving existing problems and determining future requirements of personnel and materials.
- Assists principals in planning, developing, scheduling and construction plans at their sites.
- Receives, advises on, and approves work orders.
- Supervises the maintenance of records and prepares reports.
- Performs other related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge Of:

- Planning, implementation and direction of a facility planning program.
- Principles of administration, supervision and training.
- California Environmental Quality Act (CEQA) laws related to school facilities programs.
- Developer fees statutes, and redevelopment revenue programs.
- Budget preparation and control.
- Project management theory and techniques.
- Appropriate safety procedures and hazardous material compliance.
- Terms, procedures and equipment used in the design, construction, maintenance, and operation of buildings and facilities.
- Public speaking techniques.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.

Ability To:

- Plan, implement and administer a comprehensive program in the areas of facility planning and development and real state acquisition.
- Develop and direct long-range capital improvement strategic master plans including new construction, modernization and renovation plans.
- Analyze, interpret and explain applicable laws, codes, rules, regulations, policies and procedures.
- Prepare and direct the preparation of a variety of comprehensive narrative and statistical reports.
- Analyze situations accurately and adopt an effective course of action.
- Accept and carry out responsibility for direction, control and planning.
- Assure compliance with applicable laws, codes, rules and regulations.
- Plan, direct and evaluate the work of others.
- Prepare and deliver oral presentations.
- Analyze and develop work methods, procedures and schedules.
- Establish and maintain cooperative and effective working relationships with others.
- Communicate effectively both orally and in writing.
- Read and interpret plans and specification.
- Plan and organize work.

EDUCATION AND EXPERIENCE:

- Bachelor's degree in Business Administration, Public Administration, planning, environmental design, architecture, engineering, construction management or a related field or five (5) years of experience related to the duties of this position, and three (3) years of supervisory experience.

OR –

- Any other combination of training and/or experience which demonstrates the applicant is likely to possess the required skills, knowledge, and abilities may be considered.

Physical Abilities:

- Dexterity of hands and fingers to operate a computer and office equipment, sitting or standing for extended periods of time, hearing and speaking to exchange information on the telephone or in person, vision to read documents, reaching horizontally and above the shoulders to retrieve files and supplies, and lifting objects weighing up to 20 pounds.

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 14.k

BOARD AGENDA ITEM: Approve and Adopt Minutes of August 9, 2018, 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 August 9, 2018, 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 August 9, 2018, regular Governing Board meeting.

Regular Governing Board Meeting (Unadopted) Minutes

CABRILLO UNIFIED SCHOOL DISTRICT
District Office Board Room
498 Kelly Avenue, Half Moon Bay, CA 94109
August 9, 2018 7:00 PM (Closed Session 6:00 PM)

Board Members Present:	Mr. Rob Pappalardo, President Ms. Sophia Layne, Vice President Ms. Kimberly Hines, Clerk to the Governing Board Dr. Kirk Riemer, Ph.D., Member Ms. Freya McCamant, Member
Administrators at the Table:	Ms. Jane Yuster, Superintendent Ms. Joy Dardenelle, Assistant Superintendent Dr. Holly Wade, Ph.D., Assistant Superintendent Ms. Crystal Leach, Chief Business Official
Student Board Representative:	Miss Lauren DuBose

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

2. **ROLL CALL / QUORUM**

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

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 – 7:02 P.M.**

The Governing Board met in closed session from 6:01 p.m. to 7:00 p.m. President Pappalardo said the Board took the following action in closed session:

1. Regarding pending settlement offer and general release for parent reimbursement, the Governing Board voted 5 to 0 to approve Settlement Agreement regarding a high school student.

6. **PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Student Board Representative Lauren DuBose.

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

A suggestion to amend the agenda was made by Dr. Holly Wade to change the title of item 14.g cover sheet to B.E.S.T. Program Manager.

Motion to adopt the agenda as amended was made by Member Kimberly Hines and seconded by Member Kirk Riemer.

(M-04) Passed 5-0 with Student Board Representative voting aye

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

None

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

None

10. **REPRESENTATIVE REPORTS**

CUTA Representative Sean Riordan said he was glad to be back. Mr. Riordan said he attended a meeting with the new hire teachers and found them to be very impressive, a group that should fit well within Cabrillo Unified School District.

11. **REPORTS / INFORMATION / PRESENTATIONS**

None

12. **DISCUSSION ITEMS**

a. Discuss 2018-2019 District and Site Staff Development Plans

Ms. Joy Dardenelle, Assistant Superintendent of Curriculum and Instruction presented the District and Site Staff Development Plans for the 2018-2019 school year.

13. **COMMUNICATIONS**

Board Members:

Member Kirk Riemer said Measure M passed and if anyone ever doubted the power of a vote, this will help them to look at it differently since it was a very close race.

He thanked Rob Pappalardo and Freya McCamant for all of their heavy lifting in this process to get Measure M passed. Dr. Riemer said he is excited to see such a variety in the professional development plan.

Member Kimberly Hines said she is excited that Measure M passed. She said it passed with 5 votes, it was so very close. Ms. Hines said she is impressed with the planning that has gone in to the professional development. She gave kudos to all of the teachers who did the online trainings.

Member Sophia Layne said she could not be more grateful for the passing of Measure M. She thanked all for every single vote and every single member of our community for their support. Ms. Layne said to have a community that is well educated is essential.

Member Freya McCamant said, while it has already been said she wanted to thank everyone for the votes and the passing of Measure M. She said she wanted to give her personal commitment to the community that the district will be good stewards of those funds to be sure that the money will be spent and used at all of our district sites to benefit all students of our district. Ms. McCamant announced her candidacy for re-election to the School Board.

Member Rob Pappalardo said it truly was a very close vote, and said his thoughts are that the district must do a better job of providing information for our community across the board so that everyone has a chance to know how the money is being spent, as we serve our students. He said the community can participate through the oversight committees. Mr. Pappalardo invited the community to visit the Cabrillo Unified School District website, and become informed as to what the money will be used for. Mr. Pappalardo announced his candidacy for re-election to the School Board.

Student Board Member:

Half Moon Bay High School Report:

The high school is preparing for the 2018-2019 school year starting on August 20, 2018. There are many new additions for this upcoming year. Students are especially excited about the new bell schedule and the Chromebooks. The new bell schedule will benefit students by having their advisory period on Wednesdays instead of Fridays, and decrease traffic congestion. Instead of having a set of Chromebooks in every classroom, every student will receive their own Chromebook to take back and forth to school. This way, every student will have access to technology at home. The leadership students met this morning to prepare for the freshmen orientation next week. Fall sports are in full swing and ready for their season! Everyone is looking forward to another wonderful year at Half Moon Bay High School!

Superintendent:

Superintendent Yuster said she would like to give a huge “Thank You” to the community for the passing of Measure M. The district is very excited to get started, and there will be many activities both short and long term projects beginning this fall. Ms. Yuster shared an additional bit of information about the Chromebooks already mentioned. The new Chromebooks will have “hot spots”.

She thanked T-Mobile, since the hotspots are courtesy of a program that the district qualified for with T-Mobile and these hot spots are free for year one. The program will be looked in to for the middle school as well. She said as everyone can see, this is Measure M funds being put to work. Ms. Yuster said teachers return next week and the students will be following soon after. She said, "We just can't wait. We are looking forward to a fantastic school year."

14. **CONSENT ITEMS**

a. Approve Overnight Field Trip for Cunha Intermediate School Outdoor Education to YMCA Camp Jones Gulch, La Honda, California, September 17 - 21, 2018

b. Approve Certificated Personnel Report

c. Approve Classified Personnel Report

d. Approve the University of San Francisco Student Teaching Agreement

e. Approve the San Jose State University Student Teaching Agreement

f. Approve the University of Southern California Student Teaching Agreement

g. Approve Change in Workdays of the Behavior Intervention Specialist Position

h. Approve Behavior Intervention Coordinator Job Description

i. Approve Donations to Cabrillo Unified School District

j. Accept Enrollment Report: Tenth Month 2017-2018 School Year

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

l. Approve and Adopt Minutes of June 21, 2018 Regular Governing Board Meeting

m. Approve and Adopt Minutes of July 24, 2018 Special Governing Board Meeting

n. Approve Declaration of District Property as Surplus

Motion to approve the consent items of the agenda as amended was made by Member Kirk Riemer and seconded by Member Freya McCamant.

(M-05) Passed 5-0 with Student Board Representatives voting aye.

15. **ACTION ITEMS**

a. Approve Amendment No. 2 to Facilities Lease by and Between Cabrillo Unified School District and Blach Construction Company

Motion to approve Amendment No 2 to the Facilities Lease agreement by and between Cabrillo Unified School District and Blach Construction Company was made by Member Kimberly Hines and seconded by Member Freya McCamant.

(M-06) Passed 5-0 with Student Board Representative voting aye

b. Adopt Resolution No. 13-18 Certifying to the Board of Supervisors of San Mateo County All Proceedings in the June 5, 2018 General Obligation Bond Election

Motion to adopt Resolution No. 13-18 certifying to the Board of Supervisors of San Mateo County all proceedings in the June 5, 2018 General Obligation Bond Election was made by Member Freya McCamant and seconded by Member Kimberly Hines.

(M-07) Passed 5-0 with Student Board Representative voting aye.

Roll Call:
Mr. Rob Pappalardo-aye
Ms. Sophia Layne-aye
Ms. Kimberly Hines-aye
Dr. Kirk Riemer-aye
Ms. Freya McCamant-aye

c. Approve Cabrillo Unified School District Governing Board Policy Updates and Adopt the Proposed Revisions as Recommended by the California School Boards Association

Motion to approve Board policy BP 3100, BP 3551, BP 3553, BP 6146.1, BP 6162.5, and BP 6171 updates and adopt the proposed revision as recommended by the California School Boards Association was made by Member Sophia Layne and seconded by Member Kirk Riemer.

(M-08) Passed 5-0 with Student Board Representative voting aye

President Pappalardo adjourned open session at 7:59 p.m. and announced that the Governing Board will return to closed session.

16. **RETURN TO CLOSED SESSION (IF NECESSARY)**

The Governing Board met in closed session from 8:03 p.m. to 8:53 p.m. and took no action.

17. **ADJOURNMENT OF THE MEETING**

Motion to adjourn made by Member Kimberly Hines and seconded by Member Sophia Layne.

(M-09) Passed 5-0

Meeting was adjourned at 8:53 p.m.

Minutes prepared by Patricia Serrano, Administrative Assistant to the Superintendent
Minutes presented by Jane Yuster, Secretary to the Governing Board

Certified by:

_____ _____

Kimberly Hines
Clerk to the Governing Board

Date

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 15.a

BOARD AGENDA ITEM: Adopt Resolution Nos. 14-18, 15-18, 16-18, and 17-16 for Employees Assigned on the Basis of an Education Code Provision

DEPARTMENT: Personnel

CONTACT PERSON: Dr. Holly Wade, Assistant Superintendent, Educational Support Services
Jason Owens, Director, Personnel and Pupil Services

BACKGROUND INFORMATION:

The Education Code requires that teachers who are teaching in subjects not specifically listed on their credentials or teach in a grade level not specifically listed on their credentials must be approved by resolution of the Governing Board.

REPORT:
Under the provisions of the following Education Codes, employees are assigned to teach as noted on the resolutions:

Resolution No. 14-18: Ed Code 44256(b),
Authorization for Multiple Subject and
Standard Elementary Teaching Credentials

Resolution No. 15-18: Title 5 § 800005(b)
Authorization for Subject Areas for Service in
Departmentalized Classes

Resolution No 16-18 Ed Code 44258.7(c)
Committee on Assignments

Resolution No 17-18 Ed Code 44263
Credential Types

FINANCIAL IMPACT:

No financial impact to the General Fund.

RECOMMENDATION:

Adopt Resolution Nos. 14-18, 15-18, 16-18, and 17-18 for employees assigned on the basis of an Education Code Provision.

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

RESOLUTION NO. 14-18
ED CODE 44256(b), AUTHORIZATION FOR MULTIPLE SUBJECT AND STANDARD ELEMENTARY TEACHING CREDENTIALS

WHEREAS, the Governing Board of the Cabrillo Unified School District declares that the listed teachers were hired according to Ed Code 44256(b).

> **Ed Code 44256(b): Authorization for Multiple Subject and Standard Elementary Teaching Credentials**
> By resolution of the Governing Board, authorizes the holder of a multiple subject or standard elementary teaching credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework in the subject to be taught. Authorization shall be with the teacher's consent.

Teacher	*Site*	*Assignment*
Coyle, Mary	Cunha	Art
Longaker, Lisa	Cunha	Physical Education

NOW, THEREFORE BE IT RESOLVED, that Mary Coyle and Lisa Longaker have met the requirements of Ed Code 44256(b) and are approved to teach in their specific assignments.

REGULARLY PASSED AND ADOPTED Resolution No. 14-18, on this 13th Day of September, 2018 by the Governing Board of Cabrillo Unified School District, of San Mateo County, by the following vote:

AYES in Favor of Said Resolution:

_____

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NOES Against Said Resolution:

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ABSENT:

_____

ABSTAIN:

_____

Certified by:

_____
Kimberly Hines
Clerk to the Governing Board

_____
Date

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

RESOLUTION NO. 15-18
TITLE 5 § 80005(b) AUTHORIZATION FOR SUBJECT AREAS FOR SERVICE IN DEPARTMENTALIZED CLASSES

WHEREAS, the Governing Board of the Cabrillo Unified School District declares that the listed teachers were hired according to Title 5 § 800005(b)

> **Title 5 § 80005(b) Authorization for Subject Areas for Service in Departmentalized Classes** The holder of a teaching credential based on a baccalaureate degree and a teacher preparation program, including student teaching or the equivalent, may be assigned, with his or her consent, to teach subject-matter classes which do not fall within or are not directly related to the broad subject areas listed in (a) if the employing agency has determined the teacher has the requisite knowledge and skills. Verification of this decision must be kept on file in the office of the employing agency for purposes of the monitoring of certificated assignments pursuant to Education Code Section 44258.9(b). Such courses may include, but are not limited to, life skills, conflict management, study skills, leadership, teen skills, and study hall. Service in such assignments is limited to the grade level authorized by the teaching credential.

Teacher	*Site*	*Assignment*
Cox, Tom	Cunha	Leadership

NOW, THEREFORE BE IT RESOLVED, that Tom Cox has met the requirements of Title 5 § 80005(b) and is approved to teach in the specific assignments.

REGULARLY PASSED AND ADOPTED Resolution No. 15-18, on this 13th Day of September, 2018 by the Governing Board of Cabrillo Unified School District, of San Mateo County, by the following vote:

AYES in Favor of Said Resolution:

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ABSENT:

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NOES Against Said Resolution:

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ABSTAIN:

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Certified by:

_____
Kimberly Hines
Clerk to the Governing Board

_____
Date

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

RESOLUTION NO. 16-18
ED CODE 44258.7(c) COMMITTEE ON ASSIGNMENTS

WHEREAS, the Governing Board of the Cabrillo Unified School District declares that the listed teachers were hired according to Ed Code 44258.7(c).

Ed Code 44258.7(c) Committee on Assignments
A teacher employed on a full-time basis who teaches kindergarten or any of grades 1 to 12, inclusive, and who has special skills and preparation outside of his or her credential authorization may, with his or her consent, be assigned to teach an elective course in the area of the special skills or preparation, provided that the assignment is first approved by a committee on assignments. For purposes of this subdivision an "elective course" is a course other than English, mathematics, science, or social studies. The membership of the committee on assignments shall include an equal number of teachers, selected by teachers, and school administrators, selected by school administrators.

Teacher	*Site*	*Assignment*
Olson, Pat	HMBHS	District Broadcasting

NOW, THEREFORE BE IT RESOLVED, that Pat Olson has met the requirements of Ed Code 44258.7(c) and is approved to teach in the specific assignment.

REGULARLY PASSED AND ADOPTED Resolution No. 16-18, on this 13th Day of September, 2018 by the Governing Board of Cabrillo Unified School District, of San Mateo County, by the following vote:

AYES in Favor of Said Resolution:

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NOES Against Said Resolution:

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ABSENT:

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ABSTAIN:

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Certified by:

_____
Kimberly Hines
Clerk to the Governing Board

_____
Date

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

RESOLUTION NO. 17-18
ED CODE 44263 CREDENTIAL TYPES

WHEREAS, the Governing Board of the Cabrillo Unified School District declares that the listed teachers were hired according to Ed Code 44263.

Ed Code 44263 Credential Types
A teacher licensed pursuant to the provisions of this article may be assigned, with his or her consent, to teach a single subject class in which he or she has 18 semester hours of coursework or nine semester hours of upper division or graduate coursework or a multiple subject class if he or she holds at least 60 semester hours equally distributed among the 10 areas of a diversified major set forth in Section 44314. A three-semester-unit variance in any of the required 10 areas may be allowed. The governing board of the school district by resolution shall provide specific authorization for the assignment. The authorization of the governing board shall remain valid for one year and may be renewed annually.

Teacher	*Site*	*Assignment*
Agundes, Raymond	HMBHS	Physical Education

NOW, THEREFORE BE IT RESOLVED, that Raymond Agundes has met the requirements of Ed Code 44263 and are approved to teach in the specific assignments.

REGULARLY PASSED AND ADOPTED Resolution No. 17-18, on this 13th Day of September, 2018 by the Governing Board of Cabrillo Unified School District, of San Mateo County, by the following vote:

AYES in Favor of Said Resolution:

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NOES Against Said Resolution:

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ABSENT:

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ABSTAIN:

_____

Certified by:

_____
Kimberly Hines
Clerk to the Governing Board

_____
Date

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 15.b

BOARD AGENDA ITEM: Approve 2017-2018 Unaudited Actuals Financial Report

DEPARTMENT: Business Department

CONTACT PERSON: Crystal Leach, Chief Business Official

BACKGROUND INFORMATION:

The 2017-2018 Unaudited Financial reports as required by Education Code 42100, establish appropriations for differences between the estimated year-end balances and the unaudited year-end balances as required by Education Code 42600, and classify components of the ending fund balance as required by Governmental Accounting Standards Board Statement No. 54.

REPORT/PROPOSAL:

California Education Code 42100 requires districts to annually prepare and submit unaudited financial statement for the prior fiscal year. All operating funds of the district have been included and must be submitted to the San Mateo County Office of Education for transmittal to the State of California. A signed District certification must be submitted along with the financial reports.

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Approve 2017-2018 Unaudited Actuals Financial Report.

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

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	56.93%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	$0.00
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2019-20 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your Appropriations Limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	$0.00
	Adjusted Appropriations Limit	$24,685,835.40
	Appropriations Subject to Limit These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	$24,685,835.40
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2019-20, subject to CDE approval.	5.54%

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2017-18 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: _____ Date of Meeting: Sep 13, 2018
Clerk/Secretary of the Governing Board
(Original signature required)

To the Superintendent of Public Instruction:

2017-18 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

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

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

For County Office of Education:	For School District:
Denise Porterfield	Crystal Leach
Name	Name
Deputy Superintendent	Chief Business Official
Title	Title
650-802-5511	650-712-7135
Telephone	Telephone
dporterfield@smoe.k12.ca.us	leachc@cabrillo.k12.ca.us
E-mail Address	E-mail Address

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	26,988,565.02	1,544,746.57	28,533,311.59	28,233,125.00	1,511,630.00	29,744,755.00	4.2%
2) Federal Revenue		8100-8299	929.28	1,434,616.58	1,435,545.86	3,648.00	1,431,151.00	1,434,799.00	-0.1%
3) Other State Revenue		8300-8599	1,112,791.44	2,006,868.02	3,119,659.46	1,691,425.00	1,534,364.00	3,225,789.00	3.4%
4) Other Local Revenue		8600-8799	216,276.13	2,830,472.30	3,046,748.43	286,059.00	2,637,507.00	2,923,566.00	-4.0%
5) TOTAL, REVENUES			28,318,561.87	7,816,703.47	36,135,265.34	30,214,257.00	7,114,652.00	37,328,909.00	3.3%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	11,963,885.75	3,531,585.97	15,495,471.72	12,453,043.00	3,198,114.00	15,651,157.00	1.0%
2) Classified Salaries		2000-2999	2,834,578.79	3,262,326.09	6,096,904.88	2,898,551.00	3,173,546.00	6,072,097.00	-0.4%
3) Employee Benefits		3000-3999	5,334,587.65	3,774,039.77	9,108,627.42	6,254,521.00	3,685,414.00	9,939,935.00	9.1%
4) Books and Supplies		4000-4999	401,229.06	902,276.31	1,303,505.37	375,167.00	826,070.00	1,201,237.00	-7.8%
5) Services and Other Operating Expenditures		5000-5999	1,640,180.32	3,589,502.72	5,229,683.04	2,079,607.00	2,529,472.00	4,609,079.00	-11.9%
6) Capital Outlay		6000-6999	8,252.64	0.00	8,252.64	0.00	0.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	46,760.47	173,918.58	220,679.05	56,996.00	286,662.00	343,658.00	55.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(60,303.77)	43,362.77	(16,941.00)	(31,951.00)	22,539.00	(9,412.00)	-44.4%
9) TOTAL, EXPENDITURES			22,169,170.91	15,277,012.21	37,446,183.12	24,085,934.00	13,721,817.00	37,807,751.00	1.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			6,149,390.96	(7,460,308.74)	(1,310,917.78)	6,128,323.00	(6,607,165.00)	(478,842.00)	-63.5%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	53,850.00	53,850.00	0.00	0.00	0.00	-100.0%
b) Transfers Out		7600-7629	163,000.00	0.00	163,000.00	123,217.00	0.00	123,217.00	-24.4%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(6,927,893.22)	6,927,893.22	0.00	(6,632,896.00)	6,632,896.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(7,090,893.22)	6,981,743.22	(109,150.00)	(6,756,113.00)	6,632,896.00	(123,217.00)	12.9%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(941,502.26)	(478,565.52)	(1,420,067.78)	(627,790.00)	25,731.00	(602,059.00)	-57.6%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	5,319,671.20	762,575.87	6,082,247.07	4,378,168.94	284,010.35	4,662,179.29	-23.3%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,319,671.20	762,575.87	6,082,247.07	4,378,168.94	284,010.35	4,662,179.29	-23.3%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,319,671.20	762,575.87	6,082,247.07	4,378,168.94	284,010.35	4,662,179.29	-23.3%
2) Ending Balance, June 30 (E + F1e)			4,378,168.94	284,010.35	4,662,179.29	3,750,378.94	309,741.35	4,060,120.29	-12.9%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	25,000.00	0.00	25,000.00	35,500.00	0.00	35,500.00	42.0%
Stores		9712	7,249.36	0.00	7,249.36	0.00	0.00	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	284,010.35	284,010.35	0.00	309,741.35	309,741.35	9.1%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	1,128,276.00	0.00	1,128,276.00	1,137,930.00	0.00	1,137,930.00	0.9%
Unassigned/Unappropriated Amount		9790	3,217,643.58	0.00	3,217,643.58	2,576,948.94	0.00	2,576,948.94	-19.9%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
G. ASSETS									
1) Cash									
a) in County Treasury		9110	4,505,446.60	(70,883.26)	4,434,563.34				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	25,000.00	0.00	25,000.00				
d) with Fiscal Agent/Trustee		9135	82,338.63	0.00	82,338.63				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	16,578.98	0.00	16,578.98				
3) Accounts Receivable		9200	73,792.09	580,890.57	654,682.66				
4) Due from Grantor Government		9290	98,163.29	807,914.89	906,078.18				
5) Due from Other Funds		9310	238,752.24	0.00	238,752.24				
6) Stores		9320	7,249.36	0.00	7,249.36				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			5,047,321.19	1,317,922.20	6,365,243.39				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	669,152.25	522,629.68	1,191,781.93				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	80,964.50	80,964.50				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	430,317.67	430,317.67				
6) TOTAL, LIABILITIES			669,152.25	1,033,911.85	1,703,064.10				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
(must agree with line F2) (G9 + H2) - (I6 + J2)			4,378,168.94	284,010.35	4,662,179.29				

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
LCFF SOURCES									
Principal Apportionment State Aid - Current Year		8011	10,273,307.00	0.00	10,273,307.00	11,808,479.00	0.00	11,808,479.00	14.9%
Education Protection Account State Aid - Current Year		8012	2,915,465.00	0.00	2,915,465.00	2,581,462.00	0.00	2,581,462.00	-11.5%
State Aid - Prior Years		8019	(15,412.17)	0.00	(15,412.17)	0.00	0.00	0.00	-100.0%
Tax Relief Subventions Homeowners' Exemptions		8021	97,440.43	0.00	97,440.43	96,771.00	0.00	96,771.00	-0.7%
Timber Yield Tax		8022	35,632.14	0.00	35,632.14	38,928.00	0.00	38,928.00	9.2%
Other Subventions/In-Lieu Taxes		8029	6,902.78	0.00	6,902.78	6,829.00	0.00	6,829.00	-1.1%
County & District Taxes Secured Roll Taxes		8041	22,442,709.01	0.00	22,442,709.01	22,221,802.00	0.00	22,221,802.00	-1.0%
Unsecured Roll Taxes		8042	1,211,996.43	0.00	1,211,996.43	1,233,638.00	0.00	1,233,638.00	1.8%
Prior Years' Taxes		8043	3,130.83	0.00	3,130.83	(21,956.00)	0.00	(21,956.00)	-801.3%
Supplemental Taxes		8044	1,384,427.07	0.00	1,384,427.07	1,496,598.00	0.00	1,496,598.00	8.1%
Education Revenue Augmentation Fund (ERAF)		8045	(11,367,033.50)	0.00	(11,367,033.50)	(11,229,426.00)	0.00	(11,229,426.00)	-1.2%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			26,988,565.02	0.00	26,988,565.02	28,233,125.00	0.00	28,233,125.00	4.6%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	1,544,746.57	1,544,746.57	0.00	1,511,630.00	1,511,630.00	-2.1%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	2017-18 Unaudited Actuals Restricted (B)	2017-18 Unaudited Actuals Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	2018-19 Budget Restricted (E)	2018-19 Budget Total Fund col. D + E (F)	% Diff Column C & F
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			26,988,565.02	1,544,746.57	28,533,311.59	28,233,125.00	1,511,630.00	29,744,755.00	4.2%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	550,653.62	550,653.62	0.00	553,038.00	553,038.00	0.4%
Special Education Discretionary Grants		8182	0.00	58,582.30	58,582.30	0.00	48,086.00	48,086.00	-17.9%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	267,007.00	267,007.00	0.00	341,813.00	341,813.00	28.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		384,181.78	384,181.78		255,655.00	255,655.00	-33.5%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Educator Quality	4035	8290		37,812.47	37,812.47		57,185.00	57,185.00	51.2%
Title III, Part A, Immigrant Education Program	4201	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	2017-18 Unaudited Actuals Restricted (B)	2017-18 Unaudited Actuals Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	2018-19 Budget Restricted (E)	2018-19 Budget Total Fund col. D + E (F)	% Diff Column C & F
Title III, Part A, English Learner Program	4203	8290		21,112.90	21,112.90		81,885.00	81,885.00	287.8%
Public Charter Schools Grant Program (PCSGP	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3185, 4050, 4123, 4124, 4126, 4127, 5510, 5630	8290		0.00	0.00		0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290		14,217.51	14,217.51		17,190.00	17,190.00	20.9%
All Other Federal Revenue	All Other	8290	929.28	101,049.00	101,978.28	3,648.00	76,299.00	79,947.00	-21.6%
TOTAL, FEDERAL REVENUE			929.28	1,434,616.58	1,435,545.86	3,648.00	1,431,151.00	1,434,799.00	-0.1%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		37,329.00	37,329.00		32,750.00	32,750.00	-12.3%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	587,775.00	0.00	587,775.00	1,209,197.00	0.00	1,209,197.00	105.7%
Lottery - Unrestricted and Instructional Materials		8560	512,882.48	196,440.69	709,323.17	470,094.00	155,510.00	625,604.00	-11.8%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		122,844.88	122,844.88		112,500.00	112,500.00	-8.4%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		622.27	622.27		2,962.00	2,962.00	376.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	2017-18 Unaudited Actuals Restricted (B)	2017-18 Unaudited Actuals Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	2018-19 Budget Restricted (E)	2018-19 Budget Total Fund col. D + E (F)	% Diff Column C & F
California Clean Energy Jobs Act	6230	8590		334,619.00	334,619.00		0.00	0.00	-100.0%
Career Technical Education Incentive Grant Program	6387	8590		53,523.65	53,523.65		0.00	0.00	-100.0%
American Indian Early Childhood Educatior	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	12,133.96	1,261,488.53	1,273,622.49	12,134.00	1,230,642.00	1,242,776.00	-2.4%
TOTAL, OTHER STATE REVENUE			1,112,791.44	2,006,868.02	3,119,659.46	1,691,425.00	1,534,364.00	3,225,789.00	3.4%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	2017-18 Unaudited Actuals Restricted (B)	2017-18 Unaudited Actuals Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	2018-19 Budget Restricted (E)	2018-19 Budget Total Fund col. D + E (F)	% Diff Column C & F
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	1,640,914.68	1,640,914.68	0.00	1,649,130.00	1,649,130.00	0.5%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	39,055.00	0.00	39,055.00	68,666.00	0.00	68,666.00	75.8%
Interest		8660	14,883.64	0.00	14,883.64	42,151.00	0.00	42,151.00	183.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-LCFF									

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	2017-18 Unaudited Actuals Restricted (B)	2017-18 Unaudited Actuals Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	2018-19 Budget Restricted (E)	2018-19 Budget Total Fund col. D + E (F)	% Diff Column C & F
(50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	162,337.49	1,189,557.62	1,351,895.11	175,242.00	988,377.00	1,163,619.00	-13.9%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			216,276.13	2,830,472.30	3,046,748.43	286,059.00	2,637,507.00	2,923,566.00	-4.0%
TOTAL, REVENUES			28,318,561.87	7,816,703.47	36,135,265.34	30,214,257.00	7,114,652.00	37,328,909.00	3.3%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	9,618,291.00	2,283,131.05	11,901,422.05	9,724,298.00	2,132,328.00	11,856,626.00	-0.4%
Certificated Pupil Support Salaries		1200	221,473.69	960,618.66	1,182,092.35	222,807.00	955,411.00	1,178,218.00	-0.3%
Certificated Supervisors' and Administrators' Salaries		1300	2,019,179.78	214,047.06	2,233,226.84	2,242,407.00	72,493.00	2,314,900.00	3.7%
Other Certificated Salaries		1900	104,941.28	73,789.20	178,730.48	263,531.00	37,882.00	301,413.00	68.6%
TOTAL, CERTIFICATED SALARIES			11,963,885.75	3,531,585.97	15,495,471.72	12,453,043.00	3,198,114.00	15,651,157.00	1.0%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	14,712.86	1,158,890.97	1,173,603.83	10,804.00	1,256,313.00	1,267,117.00	8.0%
Classified Support Salaries		2200	1,080,600.17	1,769,945.41	2,850,545.58	916,734.00	1,587,144.00	2,503,878.00	-12.2%
Classified Supervisors' and Administrators' Salaries		2300	347,786.95	65,340.96	413,127.91	428,498.00	56,934.00	485,432.00	17.5%
Clerical, Technical and Office Salaries		2400	1,137,809.41	178,902.51	1,316,711.92	1,088,406.00	173,331.00	1,261,737.00	-4.2%
Other Classified Salaries		2900	253,669.40	89,246.24	342,915.64	454,109.00	99,824.00	553,933.00	61.5%
TOTAL, CLASSIFIED SALARIES			2,834,578.79	3,262,326.09	6,096,904.88	2,898,551.00	3,173,546.00	6,072,097.00	-0.4%
EMPLOYEE BENEFITS									
STRS		3101-3102	1,654,600.17	1,655,889.41	3,310,489.58	2,182,687.00	1,639,911.00	3,822,598.00	15.5%
PERS		3201-3202	501,898.92	552,963.26	1,054,862.18	947,215.00	575,470.00	1,522,685.00	44.3%
OASDI/Medicare/Alternative		3301-3302	382,991.22	309,068.42	692,059.64	385,965.00	307,928.00	693,893.00	0.3%
Health and Welfare Benefits		3401-3402	2,482,900.29	1,099,705.35	3,582,605.64	2,389,742.00	1,001,572.00	3,391,314.00	-5.3%
Unemployment Insurance		3501-3502	7,305.96	3,379.76	10,685.72	7,758.00	3,324.00	11,082.00	3.7%
Workers' Compensation		3601-3602	258,774.80	119,383.10	378,157.90	267,004.00	119,605.00	386,609.00	2.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	46,116.29	33,650.47	79,766.76	74,150.00	37,604.00	111,754.00	40.1%
TOTAL, EMPLOYEE BENEFITS			5,334,587.65	3,774,039.77	9,108,627.42	6,254,521.00	3,685,414.00	9,939,935.00	9.1%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	5,595.59	323,625.27	329,220.86	4,381.00	155,510.00	159,891.00	-51.4%
Books and Other Reference Materials		4200	54,750.00	12,989.77	67,739.77	54,750.00	13,327.00	68,077.00	0.5%
Materials and Supplies		4300	340,446.61	558,281.27	898,727.88	315,599.00	629,910.00	945,509.00	5.2%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Noncapitalized Equipment		4400	436.86	7,380.00	7,816.86	437.00	27,323.00	27,760.00	255.1%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			401,229.06	902,276.31	1,303,505.37	375,167.00	826,070.00	1,201,237.00	-7.8%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	84.40	588,437.74	588,522.14	1,000.00	625,524.00	626,524.00	6.5%
Travel and Conferences		5200	46,581.15	189,532.46	236,113.61	131,534.00	73,886.00	205,420.00	-13.0%
Dues and Memberships		5300	17,953.00	3,051.65	21,004.65	31,569.00	0.00	31,569.00	50.3%
Insurance		5400 - 5450	213,220.33	0.00	213,220.33	223,664.00	0.00	223,664.00	4.9%
Operations and Housekeeping Services		5500	703,636.83	28,809.03	732,445.86	714,074.00	59,500.00	773,574.00	5.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	92,901.46	1,035,578.85	1,128,480.31	98,971.00	305,815.00	404,786.00	-64.1%
Transfers of Direct Costs		5710	(113,038.56)	113,038.56	0.00	(5,336.00)	5,336.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(2,208.70)	0.00	(2,208.70)	0.00	0.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	590,576.21	1,625,000.62	2,215,576.83	764,095.00	1,452,575.00	2,216,670.00	0.0%
Communications		5900	90,474.20	6,053.81	96,528.01	120,036.00	6,836.00	126,872.00	31.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,640,180.32	3,589,502.72	5,229,683.04	2,079,607.00	2,529,472.00	4,609,079.00	-11.9%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	8,252.64	0.00	8,252.64	0.00	0.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			8,252.64	0.00	8,252.64	0.00	0.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	8,628.00	0.00	8,628.00	8,628.00	0.00	8,628.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	35,053.51	35,053.51	0.00	90,000.00	90,000.00	156.8%
Payments to County Offices		7142	38,132.47	138,865.07	176,997.54	48,368.00	196,662.00	245,030.00	38.4%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			46,760.47	173,918.58	220,679.05	56,996.00	286,662.00	343,658.00	55.7%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(43,362.77)	43,362.77	0.00	(22,539.00)	22,539.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(16,941.00)	0.00	(16,941.00)	(9,412.00)	0.00	(9,412.00)	-44.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(60,303.77)	43,362.77	(16,941.00)	(31,951.00)	22,539.00	(9,412.00)	-44.4%
TOTAL, EXPENDITURES			22,169,170.91	15,277,012.21	37,446,183.12	24,085,934.00	13,721,817.00	37,807,751.00	1.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	53,850.00	53,850.00	0.00	0.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	53,850.00	53,850.00	0.00	0.00	0.00	-100.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	163,000.00	0.00	163,000.00	123,217.00	0.00	123,217.00	-24.4%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			163,000.00	0.00	163,000.00	123,217.00	0.00	123,217.00	-24.4%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(6,927,893.22)	6,927,893.22	0.00	(6,632,896.00)	6,632,896.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(6,927,893.22)	6,927,893.22	0.00	(6,632,896.00)	6,632,896.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(7,090,893.22)	6,981,743.22	(109,150.00)	(6,756,113.00)	6,632,896.00	(123,217.00)	12.9%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	2017-18 Unaudited Actuals Restricted (B)	2017-18 Unaudited Actuals Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	2018-19 Budget Restricted (E)	2018-19 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	26,988,565.02	1,544,746.57	28,533,311.59	28,233,125.00	1,511,630.00	29,744,755.00	4.2%
2) Federal Revenue		8100-8299	929.28	1,434,616.58	1,435,545.86	3,648.00	1,431,151.00	1,434,799.00	-0.1%
3) Other State Revenue		8300-8599	1,112,791.44	2,006,868.02	3,119,659.46	1,691,425.00	1,534,364.00	3,225,789.00	3.4%
4) Other Local Revenue		8600-8799	216,276.13	2,830,472.30	3,046,748.43	286,059.00	2,637,507.00	2,923,566.00	-4.0%
5) TOTAL, REVENUES			28,318,561.87	7,816,703.47	36,135,265.34	30,214,257.00	7,114,652.00	37,328,909.00	3.3%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		13,531,747.64	8,045,587.40	21,577,335.04	14,003,600.00	7,966,261.00	21,969,861.00	1.8%
2) Instruction - Related Services	2000-2999		4,116,073.07	1,719,480.37	5,835,553.44	5,147,596.00	1,205,295.00	6,352,891.00	8.9%
3) Pupil Services	3000-3999		716,838.33	2,379,903.76	3,096,742.09	674,884.00	2,133,476.00	2,808,360.00	-9.3%
4) Ancillary Services	4000-4999		179,853.24	325,517.51	505,370.75	222,048.00	319,188.00	541,236.00	7.1%
5) Community Services	5000-5999		0.00	13,211.10	13,211.10	169.00	56,648.00	56,817.00	330.1%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		2,358,841.95	848,159.34	3,207,001.29	2,768,278.00	94,809.00	2,863,087.00	-10.7%
8) Plant Services	8000-8999		1,219,056.21	1,771,234.15	2,990,290.36	1,212,363.00	1,659,478.00	2,871,841.00	-4.0%
9) Other Outgo	9000-9999	Except 7600-7699	46,760.47	173,918.58	220,679.05	56,996.00	286,662.00	343,658.00	55.7%
10) TOTAL, EXPENDITURES			22,169,170.91	15,277,012.21	37,446,183.12	24,085,934.00	13,721,817.00	37,807,751.00	1.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			6,149,390.96	(7,460,308.74)	(1,310,917.78)	6,128,323.00	(6,607,165.00)	(478,842.00)	-63.5%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	53,850.00	53,850.00	0.00	0.00	0.00	-100.0%
b) Transfers Out		7600-7629	163,000.00	0.00	163,000.00	123,217.00	0.00	123,217.00	-24.4%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(6,927,893.22)	6,927,893.22	0.00	(6,632,896.00)	6,632,896.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(7,090,893.22)	6,981,743.22	(109,150.00)	(6,756,113.00)	6,632,896.00	(123,217.00)	12.9%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2018-19 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(941,502.26)	(478,565.52)	(1,420,067.78)	(627,790.00)	25,731.00	(602,059.00)	-57.6%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	5,319,671.20	762,575.87	6,082,247.07	4,378,168.94	284,010.35	4,662,179.29	-23.3%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,319,671.20	762,575.87	6,082,247.07	4,378,168.94	284,010.35	4,662,179.29	-23.3%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,319,671.20	762,575.87	6,082,247.07	4,378,168.94	284,010.35	4,662,179.29	-23.3%
2) Ending Balance, June 30 (E + F1e)			4,378,168.94	284,010.35	4,662,179.29	3,750,378.94	309,741.35	4,060,120.29	-12.9%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	25,000.00	0.00	25,000.00	35,500.00	0.00	35,500.00	42.0%
Stores		9712	7,249.36	0.00	7,249.36	0.00	0.00	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	284,010.35	284,010.35	0.00	309,741.35	309,741.35	9.1%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	1,128,276.00	0.00	1,128,276.00	1,137,930.00	0.00	1,137,930.00	0.9%
Unassigned/Unappropriated Amount		9790	3,217,643.58	0.00	3,217,643.58	2,576,948.94	0.00	2,576,948.94	-19.9%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
5640	Medi-Cal Billing Option	45,018.19	45,018.19
7338	College Readiness Block Grant	60,526.60	60,526.60
9010	Other Restricted Local	178,465.56	204,196.56
Total, Restricted Balance		284,010.35	309,741.35

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	105,592.00	0.00	-100.0%
3) Other State Revenue		8300-8599	326,061.00	343,270.57	5.3%
4) Other Local Revenue		8600-8799	8,889.81	35,729.00	301.9%
5) TOTAL, REVENUES			440,542.81	378,999.57	-14.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	208,208.95	147,079.00	-29.4%
2) Classified Salaries		2000-2999	42,028.94	45,467.00	8.2%
3) Employee Benefits		3000-3999	53,115.69	46,443.00	-12.6%
4) Books and Supplies		4000-4999	35,173.84	17,944.57	-49.0%
5) Services and Other Operating Expenditures		5000-5999	67,001.05	73,192.00	9.2%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	16,941.00	9,412.00	-44.4%
9) TOTAL, EXPENDITURES			422,469.47	339,537.57	-19.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			18,073.34	39,462.00	118.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			18,073.34	39,462.00	118.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	97,124.57	115,197.91	18.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			97,124.57	115,197.91	18.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			97,124.57	115,197.91	18.6%
2) Ending Balance, June 30 (E + F1e)			115,197.91	154,659.91	34.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	98,228.78	136,747.78	39.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	16,969.13	17,912.13	5.6%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	37,476.88		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	105,999.22		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			143,476.10		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	10,518.25		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	17,759.94		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			28,278.19		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			115,197.91		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
FEDERAL REVENUE					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	105,592.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			105,592.00	0.00	-100.0%
OTHER STATE REVENUE					
Other State Apportionments					
All Other State Apportionments - Current Year		8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
Adult Education Block Grant Program	6391	8590	326,061.00	343,270.57	5.3%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			326,061.00	343,270.57	5.3%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	1,308.81	943.00	-27.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	7,581.00	34,786.00	358.9%
Tuition		8710	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			8,889.81	35,729.00	301.9%
TOTAL, REVENUES			440,542.81	378,999.57	-14.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	4,807.02	326.00	-93.2%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	203,401.93	146,753.00	-27.9%
TOTAL, CERTIFICATED SALARIES			208,208.95	147,079.00	-29.4%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	42,028.94	45,467.00	8.2%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			42,028.94	45,467.00	8.2%
EMPLOYEE BENEFITS					
STRS		3101-3102	21,756.59	17,686.00	-18.7%
PERS		3201-3202	6,392.13	6,392.00	0.0%
OASDI/Medicare/Alternative		3301-3302	8,091.28	6,958.00	-14.0%
Health and Welfare Benefits		3401-3402	12,133.00	11,315.00	-6.7%
Unemployment Insurance		3501-3502	114.44	96.00	-16.1%
Workers' Compensation		3601-3602	4,049.25	3,417.00	-15.6%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	579.00	579.00	0.0%
TOTAL, EMPLOYEE BENEFITS			53,115.69	46,443.00	-12.6%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	29,415.82	17,662.57	-40.0%
Noncapitalized Equipment		4400	5,758.02	282.00	-95.1%
TOTAL, BOOKS AND SUPPLIES			35,173.84	17,944.57	-49.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	4,110.25	4,161.00	1.2%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,172.82	1,283.00	9.4%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	665.45	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	61,024.44	67,720.00	11.0%
Communications		5900	28.09	28.00	-0.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			67,001.05	73,192.00	9.2%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	16,941.00	9,412.00	-44.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			16,941.00	9,412.00	-44.4%
TOTAL, EXPENDITURES			422,469.47	339,537.57	-19.6%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	105,592.00	0.00	-100.0%
3) Other State Revenue		8300-8599	326,061.00	343,270.57	5.3%
4) Other Local Revenue		8600-8799	8,889.81	35,729.00	301.9%
5) TOTAL, REVENUES			440,542.81	378,999.57	-14.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		103,554.68	77,594.57	-25.1%
2) Instruction - Related Services	2000-2999		301,973.79	252,531.00	-16.4%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		16,941.00	9,412.00	-44.4%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			422,469.47	339,537.57	-19.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			18,073.34	39,462.00	118.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			18,073.34	39,462.00	118.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	97,124.57	115,197.91	18.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			97,124.57	115,197.91	18.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			97,124.57	115,197.91	18.6%
2) Ending Balance, June 30 (E + F1e)			115,197.91	154,659.91	34.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	98,228.78	136,747.78	39.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	16,969.13	17,912.13	5.6%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
6391	Adult Education Block Grant Program	95,037.49	133,556.49
9010	Other Restricted Local	3,191.29	3,191.29
Total, Restricted Balance		98,228.78	136,747.78

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	83,666.42	83,820.00	0.2%
5) TOTAL, REVENUES			83,666.42	83,820.00	0.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	60,612.58	60,219.00	-0.6%
3) Employee Benefits		3000-3999	22,497.45	21,967.00	-2.4%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	292.35	450.00	53.9%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			83,402.38	82,636.00	-0.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			264.04	1,184.00	348.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			264.04	1,184.00	348.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	83,195.91	83,459.95	0.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			83,195.91	83,459.95	0.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			83,195.91	83,459.95	0.3%
2) Ending Balance, June 30 (E + F1e)			83,459.95	84,643.95	1.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	81,431.60	81,963.60	0.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	2,028.35	2,680.35	32.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	58,902.39		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	24,557.56		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			83,459.95		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			83,459.95		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	915.84	652.00	-28.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	82,750.58	83,168.00	0.5%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			83,666.42	83,820.00	0.2%
TOTAL, REVENUES			83,666.42	83,820.00	0.2%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	60,612.58	60,219.00	-0.6%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			60,612.58	60,219.00	-0.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	9,115.02	9,117.00	0.0%
OASDI/Medicare/Alternative		3301-3302	4,455.42	4,471.00	0.3%
Health and Welfare Benefits		3401-3402	6,757.88	5,774.00	-14.6%
Unemployment Insurance		3501-3502	29.17	30.00	2.8%
Workers' Compensation		3601-3602	1,030.16	1,465.00	42.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,109.80	1,110.00	0.0%
TOTAL, EMPLOYEE BENEFITS			22,497.45	21,967.00	-2.4%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	292.35	450.00	53.9%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			292.35	450.00	53.9%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			83,402.38	82,636.00	-0.9%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	83,666.42	83,820.00	0.2%
5) TOTAL, REVENUES			83,666.42	83,820.00	0.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		83,402.38	82,636.00	-0.9%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			83,402.38	82,636.00	-0.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			264.04	1,184.00	348.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			264.04	1,184.00	348.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	83,195.91	83,459.95	0.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			83,195.91	83,459.95	0.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			83,195.91	83,459.95	0.3%
2) Ending Balance, June 30 (E + F1e)			83,459.95	84,643.95	1.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	81,431.60	81,963.60	0.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	2,028.35	2,680.35	32.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
9010	Other Restricted Local	81,431.60	81,963.60
Total, Restricted Balance		81,431.60	81,963.60

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	516,795.47	600,723.00	16.2%
3) Other State Revenue		8300-8599	72,809.49	62,926.00	-13.6%
4) Other Local Revenue		8600-8799	179,203.47	157,495.00	-12.1%
5) TOTAL, REVENUES			768,808.43	821,144.00	6.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	258,122.67	256,447.00	-0.6%
3) Employee Benefits		3000-3999	184,406.03	173,826.00	-5.7%
4) Books and Supplies		4000-4999	465,823.70	481,296.00	3.3%
5) Services and Other Operating Expenditures		5000-5999	23,247.09	31,747.00	36.6%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			931,599.49	943,316.00	1.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(162,791.06)	(122,172.00)	-25.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	163,000.00	123,217.00	-24.4%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			163,000.00	123,217.00	-24.4%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			208.94	1,045.00	400.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	12,973.63	13,182.57	1.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,973.63	13,182.57	1.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,973.63	13,182.57	1.6%
2) Ending Balance, June 30 (E + F1e)			13,182.57	14,227.57	7.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	12,955.14	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	227.43	14,227.57	6155.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	571.67		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	167,355.90		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	12,955.14		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			180,882.71		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	2,485.77		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	165,214.37		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			167,700.14		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			13,182.57		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	516,795.47	600,723.00	16.2%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			516,795.47	600,723.00	16.2%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	72,809.49	62,926.00	-13.6%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			72,809.49	62,926.00	-13.6%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	180,452.86	156,903.00	-13.1%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	(1,704.39)	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	455.00	592.00	30.1%
TOTAL, OTHER LOCAL REVENUE			179,203.47	157,495.00	-12.1%
TOTAL, REVENUES			768,808.43	821,144.00	6.8%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	157,956.66	156,281.00	-1.1%
Classified Supervisors' and Administrators' Salaries		2300	61,494.00	61,494.00	0.0%
Clerical, Technical and Office Salaries		2400	38,672.01	38,672.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			258,122.67	256,447.00	-0.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	55,157.39	54,816.00	-0.6%
OASDI/Medicare/Alternative		3301-3302	17,677.76	17,628.00	-0.3%
Health and Welfare Benefits		3401-3402	103,794.84	93,621.00	-9.8%
Unemployment Insurance		3501-3502	115.57	115.00	-0.5%
Workers' Compensation		3601-3602	4,089.97	4,076.00	-0.3%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	3,570.50	3,570.00	0.0%
TOTAL, EMPLOYEE BENEFITS			184,406.03	173,826.00	-5.7%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	3,398.68	4,720.00	38.9%
Noncapitalized Equipment		4400	953.17	0.00	-100.0%
Food		4700	461,471.85	476,576.00	3.3%
TOTAL, BOOKS AND SUPPLIES			465,823.70	481,296.00	3.3%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,493.28	9,735.00	551.9%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	3,600.27	4,101.00	13.9%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	11,777.07	12,302.00	4.5%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	1,108.13	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	3,084.45	3,084.00	0.0%
Communications		5900	2,183.89	2,525.00	15.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			23,247.09	31,747.00	36.6%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			931,599.49	943,316.00	1.3%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	163,000.00	123,217.00	-24.4%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			163,000.00	123,217.00	-24.4%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			163,000.00	123,217.00	-24.4%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	516,795.47	600,723.00	16.2%
3) Other State Revenue		8300-8599	72,809.49	62,926.00	-13.6%
4) Other Local Revenue		8600-8799	179,203.47	157,495.00	-12.1%
5) TOTAL, REVENUES			768,808.43	821,144.00	6.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		927,642.99	938,759.00	1.2%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		3,956.50	4,557.00	15.2%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			931,599.49	943,316.00	1.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(162,791.06)	(122,172.00)	-25.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	163,000.00	123,217.00	-24.4%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			163,000.00	123,217.00	-24.4%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			208.94	1,045.00	400.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	12,973.63	13,182.57	1.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,973.63	13,182.57	1.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,973.63	13,182.57	1.6%
2) Ending Balance, June 30 (E + F1e)			13,182.57	14,227.57	7.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	12,955.14	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	227.43	14,227.57	6155.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School I	227.43	14,227.57
Total, Restricted Balance		227.43	14,227.57

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3.10	5.00	61.3%
5) TOTAL, REVENUES			3.10	5.00	61.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			3.10	5.00	61.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			3.10	5.00	61.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	221.58	224.68	1.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			221.58	224.68	1.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			221.58	224.68	1.4%
2) Ending Balance, June 30 (E + F1e)			224.68	229.68	2.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	224.68	229.68	2.2%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	223.70		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.98		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			224.68		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			224.68		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	3.10	5.00	61.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3.10	5.00	61.3%
TOTAL, REVENUES			3.10	5.00	61.3%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3.10	5.00	61.3%
5) TOTAL, REVENUES			3.10	5.00	61.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			3.10	5.00	61.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			3.10	5.00	61.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	221.58	224.68	1.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			221.58	224.68	1.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			221.58	224.68	1.4%
2) Ending Balance, June 30 (E + F1e)			224.68	229.68	2.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	224.68	229.68	2.2%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	973.82	666.00	-31.6%
5) TOTAL, REVENUES			973.82	666.00	-31.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			973.82	666.00	-31.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			973.82	666.00	-31.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	69,605.03	70,578.85	1.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			69,605.03	70,578.85	1.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			69,605.03	70,578.85	1.4%
2) Ending Balance, June 30 (E + F1e)			70,578.85	71,244.85	0.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	70,578.85	71,244.85	0.9%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	70,271.50		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	307.35		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			70,578.85		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			70,578.85		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	973.82	666.00	-31.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			973.82	666.00	-31.6%
TOTAL, REVENUES			973.82	666.00	-31.6%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	973.82	666.00	-31.6%
5) TOTAL, REVENUES			973.82	666.00	-31.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			973.82	666.00	-31.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			973.82	666.00	-31.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	69,605.03	70,578.85	1.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			69,605.03	70,578.85	1.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			69,605.03	70,578.85	1.4%
2) Ending Balance, June 30 (E + F1e)			70,578.85	71,244.85	0.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	70,578.85	71,244.85	0.9%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	206,023.40	158,365.00	-23.1%
5) TOTAL, REVENUES			206,023.40	158,365.00	-23.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	127,370.92	198,227.00	55.6%
3) Employee Benefits		3000-3999	54,825.66	125,822.00	129.5%
4) Books and Supplies		4000-4999	808,242.01	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	964,008.73	0.00	-100.0%
6) Capital Outlay		6000-6999	12,170,682.93	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	53,850.00	53,850.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			14,178,980.25	377,899.00	-97.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(13,972,956.85)	(219,534.00)	-98.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	53,850.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(53,850.00)	0.00	-100.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(14,026,806.85)	(219,534.00)	-98.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	23,480,093.55	9,453,286.70	-59.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			23,480,093.55	9,453,286.70	-59.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			23,480,093.55	9,453,286.70	-59.7%
2) Ending Balance, June 30 (E + F1e)			9,453,286.70	9,233,752.70	-2.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	9,453,286.70	9,233,752.70	-2.3%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	10,139,230.53		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	4,377.97		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	47,658.35		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	80,964.50		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			10,272,231.35		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	763,166.72		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	55,777.93		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			818,944.65		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			9,453,286.70		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	206,023.40	158,365.00	-23.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			206,023.40	158,365.00	-23.1%
TOTAL, REVENUES			206,023.40	158,365.00	-23.1%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	1,596.35	55,414.00	3371.3%
Classified Supervisors' and Administrators' Salaries		2300	105,779.53	109,022.00	3.1%
Clerical, Technical and Office Salaries		2400	19,995.04	33,791.00	69.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			127,370.92	198,227.00	55.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	28,306.42	53,880.00	90.3%
OASDI/Medicare/Alternative		3301-3302	9,812.58	15,295.00	55.9%
Health and Welfare Benefits		3401-3402	13,789.30	50,723.00	267.8%
Unemployment Insurance		3501-3502	64.17	99.00	54.3%
Workers' Compensation		3601-3602	2,274.19	5,246.00	130.7%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	579.00	579.00	0.0%
TOTAL, EMPLOYEE BENEFITS			54,825.66	125,822.00	129.5%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	221,699.12	0.00	-100.0%
Noncapitalized Equipment		4400	586,542.89	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			808,242.01	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	109.37	0.00	-100.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	193,524.87	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	435.12	0.00	-100.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	769,163.16	0.00	-100.0%
Communications		5900	776.21	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			964,008.73	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	673,039.00	0.00	-100.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	11,442,398.67	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	55,245.26	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			12,170,682.93	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	53,850.00	53,850.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			53,850.00	53,850.00	0.0%
TOTAL, EXPENDITURES			14,178,980.25	377,899.00	-97.3%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	53,850.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			53,850.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(53,850.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	206,023.40	158,365.00	-23.1%
5) TOTAL, REVENUES			206,023.40	158,365.00	-23.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		14,125,130.25	324,049.00	-97.7%
9) Other Outgo	9000-9999	Except 7600-7699	53,850.00	53,850.00	0.0%
10) TOTAL, EXPENDITURES			14,178,980.25	377,899.00	-97.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(13,972,956.85)	(219,534.00)	-98.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	53,850.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(53,850.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(14,026,806.85)	(219,534.00)	-98.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	23,480,093.55	9,453,286.70	-59.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			23,480,093.55	9,453,286.70	-59.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			23,480,093.55	9,453,286.70	-59.7%
2) Ending Balance, June 30 (E + F1e)			9,453,286.70	9,233,752.70	-2.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	9,453,286.70	9,233,752.70	-2.3%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	323,259.57	223,932.00	-30.7%
5) TOTAL, REVENUES			323,259.57	223,932.00	-30.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	14,286.62	13,206.00	-7.6%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			14,286.62	13,206.00	-7.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			308,972.95	210,726.00	-31.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			308,972.95	210,726.00	-31.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	717,522.44	1,026,495.39	43.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			717,522.44	1,026,495.39	43.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			717,522.44	1,026,495.39	43.1%
2) Ending Balance, June 30 (E + F1e)			1,026,495.39	1,237,221.39	20.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,010,379.54	1,216,752.54	20.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	16,115.85	20,468.85	27.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	999,796.14		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	27,158.80		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,026,954.94		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	459.55		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			459.55		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			1,026,495.39		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	16,115.85	14,353.00	-10.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	307,143.72	209,579.00	-31.8%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			323,259.57	223,932.00	-30.7%
TOTAL, REVENUES			323,259.57	223,932.00	-30.7%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	11,484.00	11,484.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	459.55	0.00	-100.0%
Communications		5900	2,343.07	1,722.00	-26.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			14,286.62	13,206.00	-7.6%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			14,286.62	13,206.00	-7.6%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	323,259.57	223,932.00	-30.7%
5) TOTAL, REVENUES			323,259.57	223,932.00	-30.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		14,286.62	13,206.00	-7.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			14,286.62	13,206.00	-7.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			308,972.95	210,726.00	-31.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			308,972.95	210,726.00	-31.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	717,522.44	1,026,495.39	43.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			717,522.44	1,026,495.39	43.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			717,522.44	1,026,495.39	43.1%
2) Ending Balance, June 30 (E + F1e)			1,026,495.39	1,237,221.39	20.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,010,379.54	1,216,752.54	20.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	16,115.85	20,468.85	27.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
9010	Other Restricted Local	1,010,379.54	1,216,752.54
Total, Restricted Balance		1,010,379.54	1,216,752.54

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	28,801.51	25,267.79	-12.3%
4) Other Local Revenue		8600-8799	7,184,722.81	7,298,349.64	1.6%
5) TOTAL, REVENUES			7,213,524.32	7,323,617.43	1.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	7,699,198.35	13,896,516.03	80.5%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			7,699,198.35	13,896,516.03	80.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(485,674.03)	(6,572,898.60)	1253.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	224,573.33	0.00	-100.0%
b) Transfers Out		7600-7629	224,573.33	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(485,674.03)	(6,572,898.60)	1253.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,058,572.63	6,572,898.60	-6.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,058,572.63	6,572,898.60	-6.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,058,572.63	6,572,898.60	-6.9%
2) Ending Balance, June 30 (E + F1e)			6,572,898.60	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	6,572,898.60	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	6,548,531.39		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	24,367.21		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			6,572,898.60		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			6,572,898.60		

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	27,429.75	25,267.79	-7.9%
Other Subventions/In-Lieu Taxes		8572	1,371.76	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			28,801.51	25,267.79	-12.3%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes Voted Indebtedness Levies					
Secured Roll		8611	6,938,250.05	6,994,600.49	0.8%
Unsecured Roll		8612	78,321.48	303,749.15	287.8%
Prior Years' Taxes		8613	995.70	0.00	-100.0%
Supplemental Taxes		8614	102,965.55	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	47,668.69	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	16,521.34	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			7,184,722.81	7,298,349.64	1.6%
TOTAL, REVENUES			7,213,524.32	7,323,617.43	1.5%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	2,503,598.90	3,744,251.80	49.6%
Bond Interest and Other Service Charges		7434	5,195,599.45	10,152,264.23	95.4%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			7,699,198.35	13,896,516.03	80.5%
TOTAL, EXPENDITURES			7,699,198.35	13,896,516.03	80.5%

Description	Resource Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	224,573.33	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			224,573.33	0.00	-100.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	224,573.33	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			224,573.33	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	28,801.51	25,267.79	-12.3%
4) Other Local Revenue		8600-8799	7,184,722.81	7,298,349.64	1.6%
5) TOTAL, REVENUES			7,213,524.32	7,323,617.43	1.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	7,699,198.35	13,896,516.03	80.5%
10) TOTAL, EXPENDITURES			7,699,198.35	13,896,516.03	80.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(485,674.03)	(6,572,898.60)	1253.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	224,573.33	0.00	-100.0%
b) Transfers Out		7600-7629	224,573.33	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Unaudited Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(485,674.03)	(6,572,898.60)	1253.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,058,572.63	6,572,898.60	-6.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,058,572.63	6,572,898.60	-6.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,058,572.63	6,572,898.60	-6.9%
2) Ending Balance, June 30 (E + F1e)			6,572,898.60	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	6,572,898.60	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Unaudited Actuals	2018-19 Budget
9010	Other Restricted Local	6,572,898.60	0.00
Total, Restricted Balance		6,572,898.60	0.00

Description	2017-18 Unaudited Actuals			2018-19 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	3,087.78	3,089.93	3,151.01	3,039.64	3,039.64	3,087.78
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	3,087.78	3,089.93	3,151.01	3,039.64	3,039.64	3,087.78
5. District Funded County Program ADA						
a. County Community Schools	0.58	0.58	0.58	0.58	0.58	0.58
b. Special Education-Special Day Class	0.81	0.81	0.81	0.81	0.81	0.81
c. Special Education-NPS/LCI						
d. Special Education Extended Year	0.20	0.20	0.20	0.20	0.20	0.20
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	1.59	1.59	1.59	1.59	1.59	1.59
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	3,089.37	3,091.52	3,152.60	3,041.23	3,041.23	3,089.37
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2017-18 Unaudited Actuals			2018-19 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2017-18 Unaudited Actuals P-2 ADA	Annual ADA	Funded ADA	2018-19 Budget Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land	1,456,448.00	0.00	1,456,448.00			1,456,448.00
Work in Progress	19,811,292.00	0.00	19,811,292.00	21,889,829.00		41,701,121.00
Total capital assets not being depreciated	21,267,740.00	0.00	21,267,740.00	21,889,829.00	0.00	43,157,569.00
Capital assets being depreciated:						
Land Improvements	5,990,252.00	0.00	5,990,252.00	2,639,882.00		8,630,134.00
Buildings	74,272,855.00	0.00	74,272,855.00	434,081.00		74,706,936.00
Equipment	1,429,129.00	0.00	1,429,129.00	110,759.00		1,539,888.00
Total capital assets being depreciated	81,692,236.00	0.00	81,692,236.00	3,184,722.00	0.00	84,876,958.00
Accumulated Depreciation for:						
Land Improvements	(1,481,686.00)	0.00	(1,481,686.00)	(334,609.00)		(1,816,295.00)
Buildings	(20,975,188.00)	0.00	(20,975,188.00)	(1,919,133.00)		(22,894,321.00)
Equipment	(1,054,732.00)	0.00	(1,054,732.00)	(67,642.00)		(1,122,374.00)
Total accumulated depreciation	(23,511,606.00)	0.00	(23,511,606.00)	(2,321,384.00)	0.00	(25,832,990.00)
Total capital assets being depreciated, net	58,180,630.00	0.00	58,180,630.00	863,338.00	0.00	59,043,968.00
Governmental activity capital assets, net	79,448,370.00	0.00	79,448,370.00	22,753,167.00	0.00	102,201,537.00
Business-Type Activities:						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

FEDERAL PROGRAM NAME	Title 1	Migrant Ed	Migrant Ed	IDEA Local Asst	IDEA Private	IDEA Fed Preschool	IDEA Local Preschool
FEDERAL CATALOG NUMBER							
RESOURCE CODE	3010	3060/3061	3110	3310	3311	3315	3320
REVENUE OBJECT	8290	8285	8285	8181	8181	8182	8182
LOCAL DESCRIPTION (if any)							
AWARD							
1. Prior Year Carryover	175,838.24						
2. a. Current Year Award	220,574.00	219,761.29	47,245.71	542,336.24	8,317.38	14,197.61	44,221.52
b. Transferability (ESSA)							
c. Other Adjustments							
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	220,574.00	219,761.29	47,245.71	542,336.24	8,317.38	14,197.61	44,221.52
3. Required Matching Funds/Other							
4. Total Available Award (sum lines 1, 2d, & 3)	396,412.24	219,761.29	47,245.71	542,336.24	8,317.38	14,197.61	44,221.52
REVENUES							
5. Unearned Revenue Deferred from Prior Year	175,838.24						
6. Cash Received in Current Year	(34,925.00)	163,061.73	47,245.71	542,336.24	1,940.46	0.00	0.00
7. Contributed Matching Funds							
8. Total Available (sum lines 5, 6, & 7)	140,913.24	163,061.73	47,245.71	542,336.24	1,940.46	0.00	0.00
EXPENDITURES							
9. Donor-Authorized Expenditures	384,181.78	219,761.29	47,245.71	542,336.24	8,317.38	14,197.61	44,221.52
10. Non Donor-Authorized Expenditures							
11. Total Expenditures (lines 9 & 10)	384,181.78	219,761.29	47,245.71	542,336.24	8,317.38	14,197.61	44,221.52
12. Amounts Included in Line 6 above for Prior Year Adjustments							
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(243,268.54)	(56,699.56)	0.00	0.00	(6,376.92)	(14,197.61)	(44,221.52)
a. Unearned Revenue	12,230.46						
b. Accounts Payable							
c. Accounts Receivable	255,499.00	56,699.56			6,376.92	14,197.61	44,221.52
14. Unused Grant Award Calculation (line 4 minus line 9)	12,230.46	0.00	0.00	0.00	0.00	0.00	0.00
15. If Carryover is allowed, enter line 14 amount here	12,230.46	0.00	0.00	0.00	0.00	0.00	0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	384,181.78	219,761.29	47,245.71	542,336.24	8,317.38	14,197.61	44,221.52

FEDERAL PROGRAM NAME	IDEA Preschool Staff Dev	Workability	Perkins	Title II	Title III LEP	**TOTAL**
FEDERAL CATALOG NUMBER						
RESOURCE CODE	3345	3410	3550	4035	4203	
REVENUE OBJECT	8182	8290	8290	8290	8290	
LOCAL DESCRIPTION (if any)						
AWARD						
1. Prior Year Carryover				102,079.49	59,094.03	337,011.76
2. a. Current Year Award	163.17	74,481.26	14,217.51	58,300.00	90,901.00	1,334,716.69
b. Transferability (ESSA)						0.00
c. Other Adjustments						0.00
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	163.17	74,481.26	14,217.51	58,300.00	90,901.00	1,334,716.69
3. Required Matching Funds/Other						0.00
4. Total Available Award (sum lines 1, 2d, & 3)	163.17	74,481.26	14,217.51	160,379.49	149,995.03	1,671,728.45
REVENUES						
5. Unearned Revenue Deferred from Prior Year				102,079.49	59,094.03	337,011.76
6. Cash Received in Current Year	(30.99)	47,072.08	354.31	(58,394.00)	(26,355.00)	682,305.54
7. Contributed Matching Funds						0.00
8. Total Available (sum lines 5, 6, & 7)	(30.99)	47,072.08	354.31	43,685.49	32,739.03	1,019,317.30
EXPENDITURES						
9. Donor-Authorized Expenditures	163.17	74,481.26	14,217.51	37,812.47	21,112.90	1,408,048.84
10. Non Donor-Authorized Expenditures						0.00
11. Total Expenditures (lines 9 & 10)	163.17	74,481.26	14,217.51	37,812.47	21,112.90	1,408,048.84
12. Amounts Included in Line 6 above for Prior Year Adjustments						0.00
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(194.16)	(27,409.18)	(13,863.20)	5,873.02	11,626.13	(388,731.54)
a. Unearned Revenue				122,567.02	128,882.13	263,679.61
b. Accounts Payable						0.00
c. Accounts Receivable	194.16	27,409.18	13,863.20	116,694.00	117,256.00	652,411.15
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	0.00	0.00	122,567.02	128,882.13	263,679.61
15. If Carryover is allowed, enter line 14 amount here	0.00	0.00	0.00	122,567.02	128,882.13	263,679.61
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	163.17	74,481.26	14,217.51	37,812.47	21,112.90	1,408,048.84

STATE PROGRAM NAME	ASES	Career Tech Incentive	Workability	TUPE	Agriculture Grant	**TOTAL**
RESOURCE CODE	6010	6387	6520	6690	7010	
REVENUE OBJECT	8590	8590	8590	8590	8590	
LOCAL DESCRIPTION (if any)						
AWARD						
1. Prior Year Carryover	9,882.99	120,537.01			3,072.84	133,492.84
2. a. Current Year Award	141,478.54	80,180.00	57,019.00	2,962.17	7,348.00	288,987.71
b. Other Adjustments						0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	141,478.54	80,180.00	57,019.00	2,962.17	7,348.00	288,987.71
3. Required Matching Funds/Other						0.00
4. Total Available Award (sum lines 1, 2c, & 3)	151,361.53	200,717.01	57,019.00	2,962.17	10,420.84	422,480.55
REVENUES						
5. Unearned Revenue Deferred from Prior Year	9,882.99	120,537.01			3,072.84	133,492.84
6. Cash Received in Current Year	129,193.54	80,180.00	40,136.00	2,962.17	7,348.00	259,819.71
7. Contributed Matching Funds						0.00
8. Total Available (sum lines 5, 6, & 7)	139,076.53	200,717.01	40,136.00	2,962.17	10,420.84	393,312.55
EXPENDITURES						
9. Donor-Authorized Expenditures	141,892.14	53,523.65	57,019.00	622.27	2,785.53	255,842.59
10. Non Donor-Authorized Expenditures						0.00
11. Total Expenditures (lines 9 & 10)	141,892.14	53,523.65	57,019.00	622.27	2,785.53	255,842.59
12. Amounts Included in Line 6 above for Prior Year Adjustments						0.00
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(2,815.61)	147,193.36	(16,883.00)	2,339.90	7,635.31	137,469.96
a. Unearned Revenue	9,469.39	147,193.36		2,339.90	7,635.31	166,637.96
b. Accounts Payable						0.00
c. Accounts Receivable	12,285.00		16,883.00			29,168.00
14. Unused Grant Award Calculation (line 4 minus line 9)	9,469.39	147,193.36	0.00	2,339.90	7,635.31	166,637.96
15. If Carryover is allowed, enter line 14 amount here	9,469.39	147,193.36	0.00	2,339.90	7,635.31	166,637.96
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	141,892.14	53,523.65	57,019.00	622.27	2,785.53	255,842.59

LOCAL PROGRAM NAME		**TOTAL**
RESOURCE CODE		
REVENUE OBJECT		
LOCAL DESCRIPTION (if any)		
AWARD		
1. Prior Year Carryover		0.00
2. a. Current Year Award		0.00
b. Other Adjustments		0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	0.00	0.00
3. Required Matching Funds/Other		0.00
4. Total Available Award (sum lines 1, 2c, & 3)	0.00	0.00
REVENUES		
5. Unearned Revenue Deferred from Prior Year		0.00
6. Cash Received in Current Year		0.00
7. Contributed Matching Funds		0.00
8. Total Available (sum lines 5, 6, & 7)	0.00	0.00
EXPENDITURES		
9. Donor-Authorized Expenditures		0.00
10. Non Donor-Authorized Expenditures		0.00
11. Total Expenditures (lines 9 & 10)	0.00	0.00
12. Amounts Included in Line 6 above for Prior Year Adjustments		0.00
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	0.00	0.00
a. Unearned Revenue		0.00
b. Accounts Payable		0.00
c. Accounts Receivable		0.00
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	0.00
15. If Carryover is allowed, enter line 14 amount here		0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	0.00	0.00

FEDERAL PROGRAM NAME	Medi-cal	**TOTAL**
FEDERAL CATALOG NUMBER		
RESOURCE CODE	5640	
REVENUE OBJECT	8290	
LOCAL DESCRIPTION (if any)		
AWARD		
1. Prior Year Restricted Ending Balance	18,450.45	18,450.45
2. a. Current Year Award	26,567.74	26,567.74
b. Other Adjustments		0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	26,567.74	26,567.74
3. Required Matching Funds/Other		0.00
4. Total Available Award (sum lines 1, 2c, & 3)	45,018.19	45,018.19
REVENUES		
5. Cash Received in Current Year	26,567.74	26,567.74
6. Amounts Included in Line 5 for Prior Year Adjustments		0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00
b. Noncurrent Accounts Receivable		0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00
8. Contributed Matching Funds		0.00
9. Total Available (sum lines 5, 7c, & 8)	26,567.74	26,567.74
EXPENDITURES		
10. Donor-Authorized Expenditures	0.00	0.00
11. Non Donor-Authorized Expenditures		0.00
12. Total Expenditures (line 10 plus line 11)	0.00	0.00
RESTRICTED ENDING BALANCE		
13. Current Year (line 4 minus line 10)	45,018.19	45,018.19

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	15,495,471.72	301	9,642.50	303	15,485,829.22	305	513,017.48		307	14,972,811.74	309
2000 - Classified Salaries	6,096,904.88	311	133,844.82	313	5,963,060.06	315	368,990.81		317	5,594,069.25	319
3000 - Employee Benefits	9,108,627.42	321	83,610.54	323	9,025,016.88	325	162,408.86		327	8,862,608.02	329
4000 - Books, Supplies Equip Replace. (6500)	1,303,505.37	331	11,865.77	333	1,291,639.60	335	323,246.57		337	968,393.03	339
5000 - Services. . . & 7300 - Indirect Costs	5,212,742.04	341	51,326.96	343	5,161,415.08	345	2,416,953.59		347	2,744,461.49	349
				TOTAL	36,926,960.84	365			TOTAL	33,142,343.53	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	11,848,351.09	375
2. Salaries of Instructional Aides Per EC 41011	2100	1,173,603.83	380
3. STRS	3101 & 3102	2,792,085.28	382
4. PERS	3201 & 3202	241,061.60	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	284,161.10	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	2,299,525.02	385
7. Unemployment Insurance	3501 & 3502	6,540.38	390
8. Workers' Compensation Insurance	3601 & 3602	231,495.98	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	0.00	
10. Other Benefits (EC 22310)	3901 & 3902	44,447.72	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		18,921,272.00	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2		53,739.14	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)		147.79	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396
14. TOTAL SALARIES AND BENEFITS		18,867,385.07	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372		56.93%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1.	Minimum percentage required (60% elementary, 55% unified, 50% high)	55.00%
2.	Percentage spent by this district (Part II, Line 15)	56.93%
3.	Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4.	District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	33,142,343.53
5.	Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable	60,409,389.00		60,409,389.00		2,503,599.00	57,905,790.00	1,819,487.00
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt	2,987,838.00	19,058.00	3,006,896.00		125,158.00	2,881,738.00	125,158.00
Net Pension Liability	22,618,841.00	6,216,073.00	28,834,914.00			28,834,914.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable	332,239.00	(5,152.00)	327,087.00	7,328.68		334,415.68	
Governmental activities long-term liabilities	86,348,307.00	6,229,979.00	92,578,286.00	7,328.68	2,628,757.00	89,956,857.68	1,944,645.00
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Section I - Expenditures	Funds 01, 09, and 62 Goals	Functions	Objects	2017-18 Expenditures
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	37,609,183.12
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	1,408,048.84
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	13,211.10
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	8,252.64
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	163,000.00
6. All Other Financing Uses	All	9100 9200	7699 7651	0.00
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	1.38
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				184,465.12
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	162,791.06
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				36,179,460.22

Section II - Expenditures Per ADA		2017-18 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		3,091.52
B. Expenditures per ADA (Line I.E divided by Line II.A)		11,702.81

Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	33,328,756.04	10,595.46
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	33,328,756.04	10,595.46
B. Required effort (Line A.2 times 90%)	29,995,880.44	9,535.91
C. Current year expenditures (Line I.E and Line II.B)	36,179,460.22	11,702.81
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2019-20 may be reduced by the lower of the two percentages)	0.00%	0.00%

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)

Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2016-17 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	**2016-17 Actual**			**2017-18 Actual**		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	24,318,022.87		24,318,022.87			24,685,835.40
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	3,155.69		3,155.69			3,089.37
ADJUSTMENTS TO PRIOR YEAR LIMIT	**Adjustments to 2016-17**			**Adjustments to 2017-18**		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2017-18 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	**2017-18 P2 Report**			**2018-19 P2 Estimate**		
1. Total K-12 ADA (Form A, Line A6)	3,089.37		3,089.37	3,041.23		3,041.23
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			3,089.37			3,041.23
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	**2017-18 Actual**			**2018-19 Budget**		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	97,440.43		97,440.43	96,771.00		96,771.00
2. Timber Yield Tax (Object 8022)	35,632.14		35,632.14	38,928.00		38,928.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	6,902.78		6,902.78	6,829.00		6,829.00
4. Secured Roll Taxes (Object 8041)	22,442,709.01		22,442,709.01	22,221,802.00		22,221,802.00
5. Unsecured Roll Taxes (Object 8042)	1,211,996.43		1,211,996.43	1,233,638.00		1,233,638.00
6. Prior Years' Taxes (Object 8043)	3,130.83		3,130.83	(21,956.00)		(21,956.00)
7. Supplemental Taxes (Object 8044)	1,384,427.07		1,384,427.07	1,496,598.00		1,496,598.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(11,367,033.50)		(11,367,033.50)	(11,229,426.00)		(11,229,426.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	0.00		0.00	0.00		0.00
12. Parcel Taxes (Object 8621)	1,640,914.68		1,640,914.68	1,649,130.00		1,649,130.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	15,456,119.87	0.00	15,456,119.87	15,492,314.00	0.00	15,492,314.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	15,456,119.87	0.00	15,456,119.87	15,492,314.00	0.00	15,492,314.00

	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			305,265.00			308,082.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			305,265.00			308,082.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	13,188,772.00		13,188,772.00	14,389,941.00		14,389,941.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(15,412.17)		(15,412.17)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	13,173,359.83	0.00	13,173,359.83	14,389,941.00	0.00	14,389,941.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	36,135,265.34		36,135,265.34	37,328,909.00		37,328,909.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	14,883.64		14,883.64	42,151.00		42,151.00
APPROPRIATIONS LIMIT CALCULATIONS	**2017-18 Actual**			**2018-19 Budget**		
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			24,318,022.87			24,685,835.40
2. Inflation Adjustment			1.0369			1.0367
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9790			0.9844
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			24,685,835.40			25,192,573.39
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			15,456,119.87			15,492,314.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)			370,724.40			364,947.60
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			9,534,980.53			10,008,341.39
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			9,534,980.53			10,008,341.39
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			10,297.75			28,827.34
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			15,466,417.62			15,521,141.34
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			9,524,682.78			9,979,514.05
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			15,466,417.62			
b. State Subventions (Line D8)			9,524,682.78			
c. Less: Excluded Appropriations (Line C23)			305,265.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			24,685,835.40			

	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4; if negative, then zero)			0.00			
If not zero report amount to: Michael Cohen, Director, State Department of Finance, Attention: School Gann Limits, State Capitol, Room 1145, Sacramento, CA 95814						
Summary	**2017-18 Actual**			**2018-19 Budget**		
11. Adjusted Appropriations Limit (Lines D4 plus D10)			24,685,835.40			25,192,573.39
12. Appropriations Subject to the Limit (Line D9d)			24,685,835.40			

* Please provide below an explanation for each entry in the adjustments column.

Crystal Leach
Gann Contact Person

650-712-7135
Contact Phone Number

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) (Functions 7200-7700, goals 0000 and 9000) — 1,437,652.38
2. Contracted general administrative positions not paid through payroll
   a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800.
   b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) — 29,263,351.64

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) — 4.91%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. — 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A.	**Indirect Costs**	
1.	Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	1,703,227.95
2.	Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	45,903.84
3.	External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	44,258.75
4.	Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	0.00
5.	Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	146,823.26
6.	Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7.	Adjustment for Employment Separation Costs	
	a. Plus: Normal Separation Costs (Part II, Line A)	0.00
	b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8.	Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	1,940,213.80
9.	Carry-Forward Adjustment (Part IV, Line F)	61,573.94
10.	Total Adjusted Indirect Costs (Line A8 plus Line A9)	2,001,787.74
B.	**Base Costs**	
1.	Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	20,988,897.30
2.	Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	5,835,469.04
3.	Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	3,096,742.09
4.	Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	505,370.75
5.	Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	13,211.10
6.	Enterprise (Function 6000, objects 1000-5999 except 5100)	0.00
7.	Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	617,502.54
8.	External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9.	Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	732,881.00
10.	Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	71,915.57
11.	Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	2,843,467.10
12.	Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13.	Adjustment for Employment Separation Costs	
	a. Less: Normal Separation Costs (Part II, Line A)	0.00
	b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14.	Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	405,528.47
15.	Child Development (Fund 12, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	83,402.38
16.	Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	931,599.49
17.	Foundation (Funds 19 and 57, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
18.	Total Base Costs (Lines B1 through B12 and Lines B13b through B17, minus Line B13a)	36,125,986.83
C.	**Straight Indirect Cost Percentage Before Carry-Forward Adjustment (For information only - not for use when claiming/recovering indirect costs)** (Line A8 divided by Line B18)	5.37%
D.	**Preliminary Proposed Indirect Cost Rate (For final approved fixed-with-carry-forward rate for use in 2019-20 see www.cde.ca.gov/fg/ac/ic)** (Line A10 divided by Line B18)	5.54%

Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A.	**Indirect costs incurred in the current year (Part III, Line A8)**	1,940,213.80
B.	**Carry-forward adjustment from prior year(s)**	
1.	Carry-forward adjustment from the second prior year	194,991.78
2.	Carry-forward adjustment amount deferred from prior year(s), if any	0.00
C.	**Carry-forward adjustment for under- or over-recovery in the current year**	
1.	Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (5.74%) times Part III, Line B18); zero if negative	61,573.94
2.	Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (5.74%) times Part III, Line B18) or (the highest rate used to recover costs from any program (5.74%) times Part III, Line B18); zero if positive	0.00
D.	**Preliminary carry-forward adjustment (Line C1 or C2)**	61,573.94
E.	**Optional allocation of negative carry-forward adjustment over more than one year**	

Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.

Option 1.	Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	not applicable
Option 2.	Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
Option 3.	Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
	LEA request for Option 1, Option 2, or Option 3	1
F.	**Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)**	61,573.94

Approved indirect cost rate: 5.74%
Highest rate used in any program: 5.74%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3010	363,326.82	20,854.96	5.74%
01	3060	186,356.22	597.96	0.32%
01	3061	31,950.43	856.68	2.68%
01	3110	45,778.13	1,467.58	3.21%
01	3410	71,049.33	3,431.93	4.83%
01	3550	13,796.51	421.00	3.05%
01	4035	35,759.85	2,052.62	5.74%
01	4203	20,698.92	413.98	2.00%
01	6010	135,223.34	6,668.80	4.93%
01	6387	50,618.17	2,905.48	5.74%
01	6520	53,924.00	3,095.00	5.74%
01	6690	588.49	33.78	5.74%
01	9010	3,784,172.14	563.00	0.01%
11	6391	295,147.71	16,941.00	5.74%

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		63,241.31	63,241.31
2. State Lottery Revenue	8560	512,882.48		196,440.69	709,323.17
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		512,882.48	0.00	259,682.00	772,564.48
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	512,882.48			512,882.48
2. Classified Salaries	2000-2999	0.00			0.00
3. Employee Benefits	3000-3999	0.00			0.00
4. Books and Supplies	4000-4999	0.00		259,682.00	259,682.00
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	0.00			0.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800				
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		512,882.48	0.00	259,682.00	772,564.48
C. ENDING BALANCE (Must equal Line A6 minus Line B12)	979Z	0.00	0.00	0.00	0.00

D. COMMENTS:

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget A

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriatene

	Teacher Full-Time Equivalents				Classroom Units		Pupils Transported
	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)	638,850.65	926,619.22	2,553,169.63	813,282.04	2,967,337.52	0.00	493,628.73
B. Enter Allocation Factor(s) by Goal: (Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
Instructional Goals **Description**							
0001 Pre-Kindergarten							
1110 Regular Education, K–12	135.00	135.00	135.00	135.00	135.00		423.00
3100 Alternative Schools							
3200 Continuation Schools	2.00	2.00	2.00	2.00	2.00		
3300 Independent Study Centers	1.00	1.00	1.00	1.00	1.00		
3400 Opportunity Schools							
3550 Community Day Schools							
3700 Specialized Secondary Programs							
3800 Career Technical Education							
4110 Regular Education, Adult							
4610 Adult Independent Study Centers							
4620 Adult Correctional Education							
4630 Adult Career Technical Education							
4760 Bilingual							
4850 Migrant Education							
5000-5999 Special Education (allocated to 5001)	13.00	13.00	13.00	13.00			
6000 ROC/P							
Other Goals **Description**							
7110 Nonagency - Educational							
7150 Nonagency - Other							
8100 Community Services							
8500 Child Care and Development Services							
Other Funds **Description**							
- - Adult Education (Fund 11)							
- - Child Development (Fund 12)							
- - Cafeteria (Funds 13 & 61)							
C. Total Allocation Factors	151.00	151.00	151.00	151.00	138.00	0.00	423.00

Goal	Program/Activity	Direct Costs - Direct Charged (Schedule DCC) Column 1	Direct Costs - Allocated (Schedule AC) Column 2	Direct Costs - Subtotal (col. 1 + 2) Column 3	Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
Instructional Goals							
0001	Pre-Kindergarten	369,140.30	0.00	369,140.30	33,581.25		402,721.55
1110	Regular Education, K–12	17,769,312.19	7,805,792.74	25,575,104.93	2,326,605.87		27,901,710.80
3100	Alternative Schools	0.00	0.00	0.00	0.00		0.00
3200	Continuation Schools	174,739.56	108,328.36	283,067.92	25,751.12		308,819.04
3300	Independent Study Centers	198,190.54	54,164.18	252,354.72	22,957.09		275,311.81
3400	Opportunity Schools	44.33	0.00	44.33	4.03		48.36
3550	Community Day Schools	417.59	0.00	417.59	37.99		455.58
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00		0.00
3800	Career Technical Education	2,785.53	0.00	2,785.53	253.40		3,038.93
4110	Regular Education, Adult	0.00	0.00	0.00	0.00		0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00		0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00		0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00		0.00
4760	Bilingual	377,157.21	0.00	377,157.21	34,310.56		411,467.77
4850	Migrant Education	0.00	0.00	0.00	0.00		0.00
5000-5999	Special Education	6,355,708.05	424,602.52	6,780,310.57	616,815.08		7,397,125.65
6000	Regional Occupational Ctr/Prg (ROC/P)	90,505.54	0.00	90,505.54	8,233.43		98,738.97
Other Goals							
7110	Nonagency - Educational	256,308.22	0.00	256,308.22	23,316.75		279,624.97
7150	Nonagency - Other	0.00	0.00	0.00	0.00		0.00
8100	Community Services	31,060.15	0.00	31,060.15	2,825.59		33,885.74
8500	Child Care and Development Services	245.78	0.00	245.78	22.36		268.14
Other Costs							
----	Food Services					0.00	0.00
----	Enterprise					0.00	0.00
----	Facilities Acquisition & Construction					0.00	0.00
----	Other Outgo					383,679.05	383,679.05
Other Funds ----	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		0.00	0.00	129,227.79		129,227.79
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				(16,941.00)		(16,941.00)
----	**Total General Fund and Charter Schools Funds Expenditures**	25,625,614.99	8,392,887.80	34,018,502.79	3,207,001.31	383,679.05	37,609,183.15

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110-3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000-4999)	Community Services (Functions 5000-5999)	General Administration (Functions 7000-7999, except 7210)*	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Total
Instructional Goals													
0001	Pre-Kindergarten	281,722.65	369.43	81,876.87	0.00	0.00	2,171.35	0.00			3,000.00	0.00	369,140.30
1110	Regular Education, K–12	16,147,483.44	76,686.03	379,624.04	238,739.23	419,267.42	37.49	505,370.75			2,103.79	0.00	17,769,312.19
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3200	Continuation Schools	174,656.93	0.00	0.00	0.00	82.63	0.00	0.00			0.00	0.00	174,739.56
3300	Independent Study Centers	116,251.68	0.00	0.00	81,938.86	0.00	0.00	0.00			0.00	0.00	198,190.54
3400	Opportunity Schools	44.33	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	44.33
3550	Community Day Schools	417.59	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	417.59
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3800	Career Technical Education	2,785.53	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	2,785.53
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4760	Bilingual	0.00	5,511.06	327,964.29	0.00	43,681.86	0.00	0.00			0.00	0.00	377,157.21
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
5000-5999	Special Education	4,742,499.33	282,987.31	3,532.16	2,100.06	1,324,589.19	0.00	0.00			0.00	0.00	6,355,708.05
6000	ROC/P	54,490.91	36,014.63	0.00	0.00	0.00	0.00	0.00			0.00	0.00	90,505.54
Other Goals													
7110	Nonagency - Educational	56,912.66	79.44	199,314.74	0.00	1.38	0.00	0.00	0.00	0.00	0.00	0.00	256,308.22
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
8100	Community Services		0.00	0.00	0.00	0.00	0.00		13,211.10	0.00	17,849.05	0.00	31,060.15
8500	Child Care and Development Services	69.99	0.00	175.79	0.00	0.00	0.00		0.00	0.00	0.00	0.00	245.78
Total Direct Charged Costs		21,577,335.04	401,647.90	992,487.89	322,778.15	1,787,622.48	2,208.84	505,370.75	13,211.10	0.00	22,952.84	0.00	25,625,614.99

* Functions 7100-7199 for goals 8100 and 8500

Goal	Type of Program	Allocated Support Costs (Based on factors input on Form PCRAF)			Total
		Full-Time Equivalents	Classroom Units	Pupils Transported	
Instructional Goals					
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00
1110	Regular Education, K–12	4,409,333.83	2,902,830.18	493,628.73	7,805,792.74
3100	Alternative Schools	0.00	0.00	0.00	0.00
3200	Continuation Schools	65,323.47	43,004.89	0.00	108,328.36
3300	Independent Study Centers	32,661.73	21,502.45	0.00	54,164.18
3400	Opportunity Schools	0.00	0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	424,602.52	0.00	0.00	424,602.52
6000	ROC/P	0.00	0.00	0.00	0.00
Other Goals					
7110	Nonagency - Educational	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00
8100	Community Services	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00
Other Funds					
- -	Adult Education (Fund 11)		0.00		0.00
- -	Child Development (Fund 12)	0.00	0.00	0.00	0.00
- -	Cafeteria (Funds 13 and 61)		0.00		0.00
Total Allocated Support Costs		4,931,921.55	2,967,337.52	493,628.73	8,392,887.80

A.	**Central Administration Costs in General Fund and Charter Schools Funds**	
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	617,502.54
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000-7999)	44,258.75
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	2,444,361.59
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	117,819.41
5	Total Central Administration Costs in General Fund and Charter Schools Funds	3,223,942.29
B.	**Direct Charged and Allocated Costs in General Fund and Charter Schools Funds**	
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	25,625,614.99
2	Total Allocated Costs (from Form PCR, Column 2, Total)	8,392,887.80
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	34,018,502.79
C.	**Direct Charged Costs in Other Funds**	
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	405,528.47
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	83,402.38
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	931,599.49
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	1,420,530.34
D.	**Total Direct Charged and Allocated Costs (B3 + C5)**	35,439,033.13
E.	**Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)**	9.10%

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400, and 6500)	0.00				0.00
Enterprise (Objects 1000-5999, 6400, and 6500)		0.00			0.00
Facilities Acquisition & Construction (Objects 1000-6500)			0.00		0.00
Other Outgo (Objects 1000-7999)				383,679.05	383,679.05
Total Other Costs	0.00	0.00	0.00	383,679.05	383,679.05

Current LEA: 41-68890-0000000 Cabrillo Unified

(Enter a SELPA ID from the list below then save and close)

Selected SELPA: CA

POTENTIAL SELPAS FOR THIS LEA		DATE APPROVED
ID	SELPA-TITLE	(from Form SEA)
CA	San Mateo County	

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	0.00	(2,208.70)	0.00	(16,941.00)				
Other Sources/Uses Detail					53,850.00	163,000.00		
Fund Reconciliation							238,752.24	80,964.50
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	665.45	0.00	16,941.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	17,759.94
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	1,108.13	0.00	0.00	0.00				
Other Sources/Uses Detail					163,000.00	0.00		
Fund Reconciliation							0.00	165,214.37
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	435.12	0.00						
Other Sources/Uses Detail					0.00	53,850.00		
Fund Reconciliation							80,964.50	55,777.93
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					224,573.33	224,573.33		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	2,208.70	(2,208.70)	16,941.00	(16,941.00)	441,423.33	441,423.33	319,716.74	319,716.74

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 15.c

BOARD AGENDA ITEM: Adopt Resolution No.18-18 Approving Gann Limit

DEPARTMENT: Business Department

CONTACT PERSON: Crystal Leach, Chief Business Official

BACKGROUND INFORMATION:

In November of 1979, California voters approved Proposition 4, an initiative that added Article XIII B to the *California Constitution*. This constitutional amendment, known as the Gann Initiative, placed limits on the growth of expenditures for publicly funded programs. Division 9 of Title 1, beginning with Section 7900 of the *Government Code*, was then added to law to specify the process for calculating state and local government appropriation limits and appropriations subject to limitation under Article XII B of the *Constitution*. These constitutional and statutory sections explain and define the appropriations limit and appropriations subject to limitation as they apply to state and local government, and require that each entity of government formally "adopt" its appropriations limit for a given fiscal year.

REPORT PROPOSAL:

By September 30 of each year, *Education Code* sections 1629 and 42132 specify that each year county office and district governing boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the preceding year. The documentation supporting the adoption resolution shall be made available to the public. It is not necessary to submit a copy of the board resolution adopting your appropriations limit to the California Department of Education (CDE).

FINANCIAL IMPACT:

There is no financial impact to the General Fund.

RECOMMENDATION:

Adopt Resolution No.18-18 approving Gann Limit.

CABRILLO UNIFIED SCHOOL DISTRICT

Resolution No. 18-18

RESOLUTION FOR ADOPTING THE "GANN" LIMIT

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2017-2018 fiscal year and a projected Gann Limit for the 2018-2019 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, **THEREFORE, BE IT RESOLVED** that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2017-2018 and 2018-2019 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2017-2018 and 2018-2019 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED this 13th day of September, 2018, Resolution No**.** 18-18**,** by the Governing Board of the Cabrillo Unified School District of San Mateo County, California by the following vote.

AYES in Favor of Said Resolution:	NOES Against Said Resolution:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Absences:	Abstentions:
_____	_____

Certified by: _____
Kimberly Hines
Clerk to the Governing Board
Cabrillo Unified School District

Certified by: _____
Rob Pappalardo
Governing Board President
Cabrillo Unified School District

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 15.d

BOARD AGENDA ITEM: Adopt Resolution No.19-18 Supporting Award of Lease-Leaseback Agreements for the Hatch Phase III Increment 4 Project and Authorization to Enter Facilities Lease and Site Lease by and between Cabrillo Unified School District and Blach Construction Company

DEPARTMENT: Business Services

CONTACT PERSON: Crystal Leach, Chief Business Official

BACKGROUND INFORMATION:

On March 9, 2017, the Governing Board adopted Resolution No. 06-17, adopting and publishing required procedures and guidelines ("Best Value Methodology") for evaluating the qualifications of proposers on the Project to ensure the best value selections by the District are conducted in a fair and impartial manner pursuant to Education Code section 17406.

The District incorporated the Best Value Methodology into the Request for Qualifications and Proposals ("RFQ/P") for the Project, which was issued and publicly advertised in June 2018. The District received three (3) proposals.

District staff and consultants reviewed the proposals submitted in response to the RFQ/P in accordance with the adopted Best Value Methodology, and taking into consideration the proposers' demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

Blach Construction Company ("Blach") received the highest score and has agreed to the proposed Facilities Lease and Site Lease (together, "Lease-Leaseback Agreement") for the Project.

REPORT/PROPOSAL:

Pursuant to Education Code section 17406, the Resolution Supporting Award of Lease-Leaseback Agreements is presented for adoption and the Facilities Lease and Site Lease are presented for approval.

FINANCIAL IMPACT:

There is no impact to the General Fund.

RECOMMENDATION:

Adopt Resolution No. 19-18 Supporting Award of Lease-Leaseback Agreements for the Hatch Phase III Increment 4 Project and Authorization to Enter Facilities Lease and Site Lease by and between Cabrillo Unified School District and Blach Construction Company.

CABRILLO UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 19-18

RESOLUTION SUPPORTING AWARD OF LEASE-LEASEBACK AGREEMENTS

WHEREAS, the Cabrillo Unified School District ("District") is currently undertaking a project known as the Hatch Phase III Increment 4 Project ("Project");

WHEREAS, on March 9, 2017, the District's Governing Board ("Board") adopted Resolution No. 06-17, adopting and publishing required procedures and guidelines ("Best Value Methodology") for evaluating the qualifications of proposers on the Project to ensure the best value selections by the District are conducted in a fair and impartial manner pursuant to Education Code section 17406;

WHEREAS, the District incorporated the Best Value Methodology in a Request for Qualifications and Proposals ("RFQ/P"), which was advertised in San Mateo Daily Journal and Challenge News once a week for two weeks, commencing on June 15, 2018, and completed on June 29, 2018;

WHEREAS, attached hereto as **Exhibit "A"** is a copy of the Proof of Publication;

WHEREAS, District staff have reviewed proposals for the Project submitted in response to the RFQ/P in accordance with the adopted Best Value Methodology and taking into consideration the proposers' demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required;

WHEREAS, after consideration of all of the proposals, the Board hereby awards the Site Lease and Facilities Lease ("Lease-Leaseback Agreements") for the Project to Blach Construction Company ("Blach"), who was the highest ranked respondent according to the adopted Best Value Methodology, for each Project;

WHEREAS, Blach has been prequalified pursuant to the RFQ/P requirements;

WHEREAS, Education Code section 17406 provides that the school district's governing board shall issue a written decision supporting its contract award and stating in detail the basis of the award; and

WHEREAS, attached hereto as **Exhibit "B"** is a copy of the written findings of the Board supporting the Board's award of the Lease-Leaseback Agreements to Blach for the Project.

NOW THEREFORE, the Cabrillo Unified School District Governing Board hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals and the findings are true.

Section 2. That the District complied with the procedure set forth in Education Code section 17406, the Best Value Methodology adopted by the District and the Request for Qualifications and Proposals issued by the District.

Section 3. That Blach Construction Company provided the best value to the District for each Project, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.

Section 4. That, based on the foregoing, it is in the best interest of the District to award the Lease-Leaseback Agreements to Blach Construction Company for the Project.

Section 5. That the Superintendent and designee(s) are authorized and directed to take any and all actions that are necessary to carry out, give effect to and comply with the terms and intent of this Resolution.

PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District, this 13th day of September, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rob Pappalardo,
President of the Governing Board of the
Cabrillo Unified School District

Attested to:

Kimberly Hines,
Clerk of the Governing Board of the
Cabrillo Unified School District

EXHIBIT A

PROOF OF PUBLICATION

EXHIBIT B

FINDINGS REGARDING THE AWARD OF THE LEASE-LEASEBACK AGREEMENTS FOR THE HATCH PHASE III INCREMENT 4 PROJECT

WHEREAS, Blach Construction Company received 40 out of 40 points for Technical Expertise; and

WHEREAS, Blach Construction Company received 18.75 out of 20 points for Price; and

WHEREAS, Blach Construction Company received 15 out of 15 points for Schedule; and

WHEREAS, Blach Construction Company received 10 out of 10 points for Subcontractors; and

WHEREAS, Blach Construction Company received 10 out of 10 points for Staffing; and

WHEREAS, Blach Construction Company received 5 out of 5 points for Safety; and

WHEREAS, Blach Construction Company's overall combined score was 98.75 out of 100 points based on RFQ/P evaluation criteria, which was the greatest number of points in accordance with the methodology described in the RFQ/P, and was ranked as the best value to the District out of the three proposals submitted.

Continued from previous page

WESTMONT ELEMENTARY SCHOOL MODERNIZATION

CATEGORY 19 CONTINUED

Vern's Plumbing Inc.
Wicketts Plumbing
Kincaid Industries
Bali Construction, Inc.

CATEGORY 21

Able Heating & Air Conditioning, Inc.
ACH Mechanical Contractors, Inc.
All Star Air Systems, Inc.
Allison Mechanical, Inc.
Arrowhead Mechanical Inc
DBA Arrowhead Sheet Metal
Bon Air, Inc.
Couts Heating & Cooling, Inc.
F. M. Thomas Air Conditioning
Franklin Mechanical System, Inc.

CATEGORY 21 CONTINUED

KFY United Mechanical Contractors, Inc
DBA Unted Mechanical Contractors, Inc.
NKS Mechanical Contracting
Southcoast Heating & Air Conditioning
Westland Heating & Air Conditioning
West-Tech Mechanical, Inc.
Los Angeles Air Conditioning
Circulating Air
West-Tech Mechanical

CATEGORY 22

Budget Electrical Contractors, Inc DBA B.E.C.
Champion Electric Inc.
Checkpoint Communications
Christianbelle Electric, Inc.
Construction Electric, Inc.

CATEGORY 22 CONTINUED

Control Electric, Inc.
Daniel's Electrical Construction Inc.
First Electric Systems, Inc.
First Fire Systems, Inc.
Floyd Auten Electric, Inc.
Giant Services Inc. DBA Giant Power Comm
Gilbert & Stearns, Inc.
Golden Phoenix Construction DBA Phoenix Electric
Kincaid Enterprises Inc DBA American Electric Co
M. Wilson Company Contractors, Inc.
Mel Smith Electric, Inc.
PCN3, Inc.
RDM Electric Co. Inc.
Rancho Pacific Electric, Inc.
RA Electric, Inc.
Circle City Electric, Inc.

CABRILLO UNIFIED SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS
LEASE-LEASEBACK CONSTRUCTION SERVICES
RFQ/P # 2018-6-11

Cabrillo Unified School District ("District") is seeking proposals qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide design, constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the Hatch Phase III, Increment 4 Project ("Project"), in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq.

The Request for Qualifications and Proposals ("RFQ/P"), which includes instructions for its completion, is enclosed for your consideration. According to the specifications contained in this RFQ/P, Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with its Proposal (collectively "RFQ/P Packet").

Respondents must mail or deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy on CD or DVD of the RFQ/P Packet conforming to the requirements of this RFQ/P to:

CABRILLO UNIFIED SCHOOL DISTRICT
c/o Crystal Leach
498 Kelly Avenue
Half Moon Bay, CA 94019
RFQ/P # 2018-6-11

ALL RESPONSES ARE DUE BY 4:00 P.M. ON Tuesday, July 31, 2018. Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

Questions regarding this RFQ/P may be directed to the District's Chief Business Official, Crystal Leach at leachc@cabrillo.k12.ca.us and must be submitted on or by **2:00 P.M. ON Wednesday, July 11, 2018**. All Respondents must have already been prequalified by the District in accordance with Public Contract Code section 20111.6. Proposed electrical, mechanical and plumbing subcontractors are also subject to the prequalification requirements as required by Public Contract Code section 20111.6.

DVBE'S ARE INVITED TO PARTICIPATE AS A potential subcontractor/supplier to a mechanical contractor bidding HVAC service and repair specific to CHP Merced area office at 1500 Bell Drive Atwater, CA.

Contract #: IFB #18C460001
Bid Date: June 20, 2018
Location: Atwater, CA
Duration: 36 Months
Contact: Michelle McCullough
Company: Champion Industrial Contractors, Inc.
Address: PO Box 4399
Modesto, CA 95352
Tel: (209) 526-4900 **Fax:** (209) 526-4999

28060151

KERN HIGH SCHOOL DISTRICT (KHSD) IS soliciting for the following ROP-CTERTC Expansion at the Regional Occupational Center (ROC) bids::

Bid No. 4294 – Auto Shop Building
Bid No. 4296 – Veterinary Science Building
Remodel & Construction Trades Modernization

Specs are available at KHSD, Business Services, 5801 Sundale Ave., Bakersfield, (661) 827-3122 or at www.kernhigh.org

Bid Opening: 2:00 p.m. on 7/25/18 in the Conference Room "B".
Required: License/certification issued by the State of California: B

A Non-Mandatory Job Walk and Pre-Bid Meeting for the purpose of acquainting prospective bidders with the requirements of the Department of Industrial Relations (DIR) Public Works Contractor Registration (PWCR) System and Disabled Veteran Business Enterprise (DVBE) Programs mandated by the State of California will be held on 6/25/18 at 10:00 a.m. Meet at Regional Occupational Center – on the west side of the Administration Office, 501 S. Mt Vernon Ave., Bakersfield, CA 93307. Prospective bidders are urged to attend.

This is a prevailing wage project.
3% DVBE participation is encouraged.
By Richard J. Ruiz,
Agent for the Office of Public School Construction

28061335

California Wildfire

Is your company in an area that is endanger of wildfires? CalFire has an app with a preparation checklist and Wildfire Alerts. Click here for information.

California Department of Transportation
Office of Business & Economic Opportunity
Get Certified - click for information:

AFFIDAVIT OF PUBLICATION
SAN MATEO DAILY JOURNAL

STATE OF CALIFORNIA
County of San Mateo

The undersigned declares: That at all times hereinafter mentioned, affiant was a permanent resident of the United States, over the age of eighteen years old, and was at and during all said times. The Office Manager of the San Mateo Daily Journal, a newspaper published daily in the County of San Mateo, State of California. The notice mentioned was set in type no smaller than nonpareil and was preceded with words printed in black face type not smaller than size 6, describing and expressing in general terms, the purpose and character of the notice intended to be given; that the

PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS AND PROPOSALS

CABRILLO UNIFIED SCHOOL DISTRICT

Of which the annexed is a printed copy was published and printed in said newspaper on the 29th Day of June 2018,

I declare under penalty of perjury that the foregoing is true and correct.

Paul Moisio

Dated at San Mateo, California,
this 29th day of June 2018.

CABRILLO UNIFIED SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS
LEASE-LEASEBACK CONSTRUCTION SERVICES
RFQ/P # 2018-6-11

Cabrillo Unified School District ("District") is seeking proposals qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide design, constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the Hatch Phase III, Increment 4 Project ("Project"), in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq.

The Request for Qualifications and Proposals ("RFQ/P"), which includes instructions for its completion, is enclosed for your consideration. According to the specifications contained in this RFQ/P, Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with its Proposal (collectively "RFQ/P Packet").

Respondents must mail or deliver five (5) bound copies, one (1) unbound copy, and one (1) electronic copy on CD or DVD of the RFQ/P Packet conforming to the requirements of this RFQ/P to:

CABRILLO UNIFIED SCHOOL DISTRICT
c/o Crystal Leach
1498 Kelly Avenue
Half Moon Bay, CA 94019
RFQ/P # 2018-6-11

ALL RESPONSES ARE DUE BY 4:00 P.M. ON Tuesday, July 31, 2018. Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

Questions regarding this RFQ/P may be directed to the District's Chief Business Official, Crystal Leach at leachc@cabrillo.k12.ca.us and must be submitted on or by **2:00 P.M. ON Wednesday, July 11, 2018.**

All Respondents must have already been prequalified by the District in accordance with Public Contract Code section 20111.6. Proposed electrical, mechanical and plumbing subcontractors are also subject to the prequalification requirements as required by Public Contract Code section 20111.6.

SITE LEASE

For all or a portion of the following Site:

Alvin S. Hatch Elementary School Modernization Project – Phase III, Increment 4
490 Miramontes Avenue
Half Moon Bay, CA 94019

APN: 056-181-010-02

By and between

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

And

Blach Construction Company
2244 Blach Place, Suite 100
San Jose, CA 95131

Dated as of September 13, 2018

SITE LEASE

This site lease ("Site Lease") dated as of September 13, 2018 ("Effective Date"), is made and entered into by and between the Cabrillo Unified School District, a school district duly organized and validly existing under the laws of the State of California, as lessor ("District"), and Blach Construction Company, a California corporation duly organized and existing under the laws of the State, as lessee ("Developer") (together, the "Parties").

RECITALS

WHEREAS, the District currently owns a parcel of land located at 490 Miramontes Avenue, Half Moon Bay, CA, known as Alvin S. Hatch Elementary School, as more particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by this reference ("School Site"); and

WHEREAS, the District desires to provide for the development and construction of certain work to be performed on portions of the School Site ("Project Site") and that work will include construction of improvements to be known as the Alvin S. Hatch Elementary School Phase III, Increment 4 ("Project"); and

WHEREAS, District desires to have the construction of the Project completed and to lease it back, as more particularly described in the facilities lease between the Parties dated as of the Effective Date whereby the Developer agrees to lease the Project Site back to the District and perform the work of the Project ("Facilities Lease"), which Facilities Lease is incorporated herein by this reference; and

WHEREAS, the Governing Board of the District ("Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Project Site to Developer and by immediately entering into the Facilities Lease under which District will lease back the Project from Developer; and

WHEREAS, the District further determines that it has entered into this Site Lease and the Facilities Lease pursuant to Education Code section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students; and

WHEREAS, this Site Lease and Facilities Lease are awarded based a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and published by the Board to the proposer providing the best value to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the selection of the Developer was conducted in a fair and impartial manner; and

WHEREAS, based on the above findings, the District is authorized under Education Code section 17406 to lease the Project Site to Developer and to have Developer develop and cause the construction of the Project thereon and lease the Project Site back to the District by means of the Facilities Lease, and the Board has duly authorized the execution and delivery of this Site Lease in order to effectuate the foregoing; and

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

WHEREAS, Developer as lessee is authorized and competent to lease the Project Site from District and to develop and cause the construction of the Project on the Project Site, and has duly authorized the execution and delivery of this Site Lease.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions

Unless the context clearly otherwise requires, all words and phrases defined in the Facilities Lease shall have the same meaning in this Site Lease.

2. Exhibits

The following Exhibits are attached to, and by reference incorporated and made a part of, this Site Lease.

2.1. Exhibit A - Legal Description of the School Site: The description of the real property constituting the School Site

2.2. Exhibit B - Description of the Project Site: The map or diagram depiction of the Project Site

3. Lease of the Project Site

The District hereby leases to the Developer, and the Developer hereby leases from the District the Project Site, subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the Term of this Site Lease. This Site Lease shall only take effect if the Facilities Lease is executed by the District and Developer within three (3) days of execution of this Site Lease.

4. Leaseback of the Project Site

The Parties agree that the Project Site will be leased back to the District pursuant to the Facilities Lease for the term thereof.

5. Term

The "Term" of this Site Lease shall commence as of the Effective Date and shall terminate on the last day of the Term of the Facilities Lease, provided the District has paid to the Developer, or its assignee, all payments which may be due under the Facilities Lease, and provided this Site Lease has not been terminated pursuant to the termination provisions of the Facilities Lease.

6. Payment

In consideration for the lease of the Project Site by the District to the Developer and for other good and valuable consideration, the Developer shall pay One Dollar ($1.00) to the District upon execution of this Site Lease.

7. Termination

7.1. Termination Upon Purchase of Project

If the District exercises its option to purchase the Project pursuant to the Facilities Lease, then this Site Lease shall terminate concurrently with the District's buy out and termination of the Facilities Lease.

7.2. Termination Due to Default by Developer

If Developer defaults pursuant to the provision(s) of the Facilities Lease and the District terminates the Facilities Lease pursuant to the Facilities Lease provision(s) allowing termination, then the Developer shall be deemed to be in default of this Site Lease and this Site Lease shall also terminate at the same time as the Facilities Lease.

7.3. Termination Due to Default by District

If District defaults pursuant to the provision(s) of the Facilities Lease, the Developer, or its assignee, will have the right, for the then remaining term of this Site Lease, to:

7.3.1. Take possession of the Project Site;

7.3.2. If it deems it appropriate, cause appraisal of the Project Site and a study of the then reasonable uses thereof;

7.3.3. Re-let the Project Site; and

7.3.4. Stop all Work associated with the Site Lease.

8. Title to School Site

During the term of this Site Lease, the District shall hold fee title to the School Site, including the Project Site, and nothing in this Site Lease or the Facilities Lease shall change, in any way, the District's ownership interest in the School Site.

9. Improvements

Title to all improvements made on the Project Site during the term hereof shall be held, vest and transfer pursuant to the terms of the Facilities Lease.

10. No Merger

The leaseback of the Project Site by the Developer to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Project Site, and the Developer shall continue to have a leasehold estate in the Project Site pursuant to this Site Lease throughout the term hereof.

11. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Project Site at any reasonable time to inspect the same, provided the District follows all safety precautions required by the Developer.

12. Quiet Enjoyment

Subject to any rights the District may have under the Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Project Site, the District hereby covenants and agrees that it will not take any action to prevent the Developer from having quiet and peaceable possession and enjoyment of the Project Site during the term hereof and will, at the request of the Developer, to the extent that it may lawfully do so, join in any legal action in which the Developer asserts its right to such possession and enjoyment.

13. Waste

The Developer agrees that at all times that it is in possession of the Project Site, it will not commit, suffer or permit any waste on the Project Site, and that it will not willfully or knowingly use or permit the use of the Project Site for any illegal purpose or act.

14. Further Assurances and Corrective Instruments

The Parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the Facilities Lease.

15. Representations of the District

The District represents, covenants and warrants to the Developer as follows:

15.1. Due Organization and Existence

The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

15.2. Authorization

The District has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

15.3. No Violations

To the best of the District's actual knowledge, neither the execution and delivery of this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the

creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Project Site, except Permitted Encumbrances.

15.4. CEQA Compliance

The District has complied with all assessment requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000 *et seq.* ("CEQA") in connection with the Project, and no further environmental review of the Project is necessary pursuant to CEQA before the construction of the Project may commence.

15.5. Condemnation Proceedings

15.5.1. District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Site Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Site Lease and the Facilities Lease.

15.5.2. If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent they may lawfully do so, the Parties agree that the financial interest of Developer shall be as indicated in the Facilities Lease.

15.6. Use and Zoning

To the best of the District's actual knowledge, the Project Site is properly zoned for its intended purpose and the use or activities contemplated by this Site Lease will not conflict with local, state or federal law.

15.7. Taxes

To the best of the District's actual knowledge, all taxes and assessments are paid current and such taxes and assessments will continue to be paid to the extent that the District is not exempt.

16. Representations of the Developer

The Developer represents, covenants and warrants to the District as follows:

16.1. Due Organization and Existence

The Developer is a California company duly organized and existing under the laws of the State of California, has power to enter into this Site Lease and the Facilities Lease; is possessed of full power to lease, leaseback, and hold real and personal property; and has duly authorized the execution and delivery of all of the aforesaid agreements.

16.2. Authorization

The Developer has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

16.3. No Violations

Neither the execution and delivery of this Site Lease or the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Developer is now a party or by which the Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Developer, or upon the Project Site, except for Permitted Encumbrances.

16.4. No Bankruptcy

Developer is not now nor has it ever been in bankruptcy or receivership.

16.5. No Litigation

There is no pending or, to the knowledge of Developer, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Developer to perform its obligations under this Site Lease or the Facilities Lease.

17. Insurance and Indemnity

The Developer and the District shall comply with the insurance requirements and the indemnity requirements as indicated in the Facilities Lease.

18. Assignment and Subleasing

This Site Lease may be assigned and/or the Project Site subleased, as a whole or in part, by the Developer only upon the prior written consent of the District to such assignment or sublease, which shall not be unreasonably withheld.

19. Restrictions on District

The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Project Site or any portion thereof during the term of this Site Lease in any way that would interfere with or diminish Developer's interests indicated in this Site Lease.

20. Liens and Further Encumbrances

Developer agrees to keep the Project Site and every part thereof free and clear of any and all encumbrances and/or liens, including without limitation, pledges, charges, encumbrances, claims, mechanic liens and/or other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with the Project Site or the Project. Pursuant to the Facilities Lease, Developer further agrees to pay promptly and fully and discharge any and all claims on which any encumbrance and/or lien may or could be based, and to save and hold District free and harmless from any and all such liens, mortgages, and claims of liens and suits or other proceedings pertaining thereto. This subsection does not apply to Permitted Encumbrances.

21. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to District:

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

With a copy to:

Deidree Y.M.K. Sakai , Esq.
Dannis Woliver Kelley
275 Battery Street, Suite 1150
San Francisco, CA 94111

If to Developer:

Blach Construction Company
2244 Blach Place, Suite 100
San Jose, CA 95131
Attn: Keith Craw

The Developer and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

22. Binding Effect

This Site Lease shall inure to the benefit of and shall be binding upon the Developer and the District and their respective successors and assigns.

23. No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Site Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive future compliance with any term hereof or any other breach hereunder.

24. Severability

In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Site Lease or the Facilities Lease.

25. Amendments, Changes and Modifications

Except as to the termination rights of both Parties as indicated in the Facilities Lease, this Site Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties.

26. Obligations Absolute

The Developer agrees that the obligations of the Developer are absolute and unconditional and not subject to any charges or setoffs against the District whatsoever.

27. Execution in Counterparts

This Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

28. Developer and District Representatives

Whenever under the provisions of this Site Lease approval by the Developer or the District is required, or the Developer or the District is required to take some action at the request of the other, such approval or such request shall be given for the Developer by the Developer Representative and for the District by the District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

29. Applicable Law

This Site Lease shall be governed by and construed in accordance with the laws of the State of California, and venued in the County within which the School Site is located.

30. Attorney's Fees

If either party brings an action or proceeding involving the School Site or to enforce the terms of this Site Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

31. Captions

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

32. Prior Agreements

This Site Lease and the corresponding Facilities Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Site Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

33. Further Assurances

Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Site Lease.

34. Recitals Incorporated

The Recitals set forth at the beginning of this Site Lease are hereby incorporated into its terms and provisions by this reference.

35. Time of the Essence

Time is of the essence with respect to each of the terms, covenants, and conditions of this Site Lease.

36. Force Majeure

A party shall be excused from the performance of any obligation imposed in this Site Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts, and such non-performance will not be a default hereunder or a grounds for termination of this Site Lease.

37. Interpretation

None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Site Lease or the Facilities Lease for purposes of construing the provisions of each. The language in all parts of this Site Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Site Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: September 13, 2018	Dated: September 13, 2018
Cabrillo Unified School District	Blach Construction Company
By: _____	By: _____
Name: Jane Yuster	Name: _____
Title: Superintendent	Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF SCHOOL SITE

Attached is the Legal Description for:

Alvin S. Hatch Elementary School Phase III, Increment 4 Project
490 Miramontes Avenue
Half Moon Bay, CA 94019

Real property in the City of Half Moon Bay, County of San Mateo, State of California, described as follows:

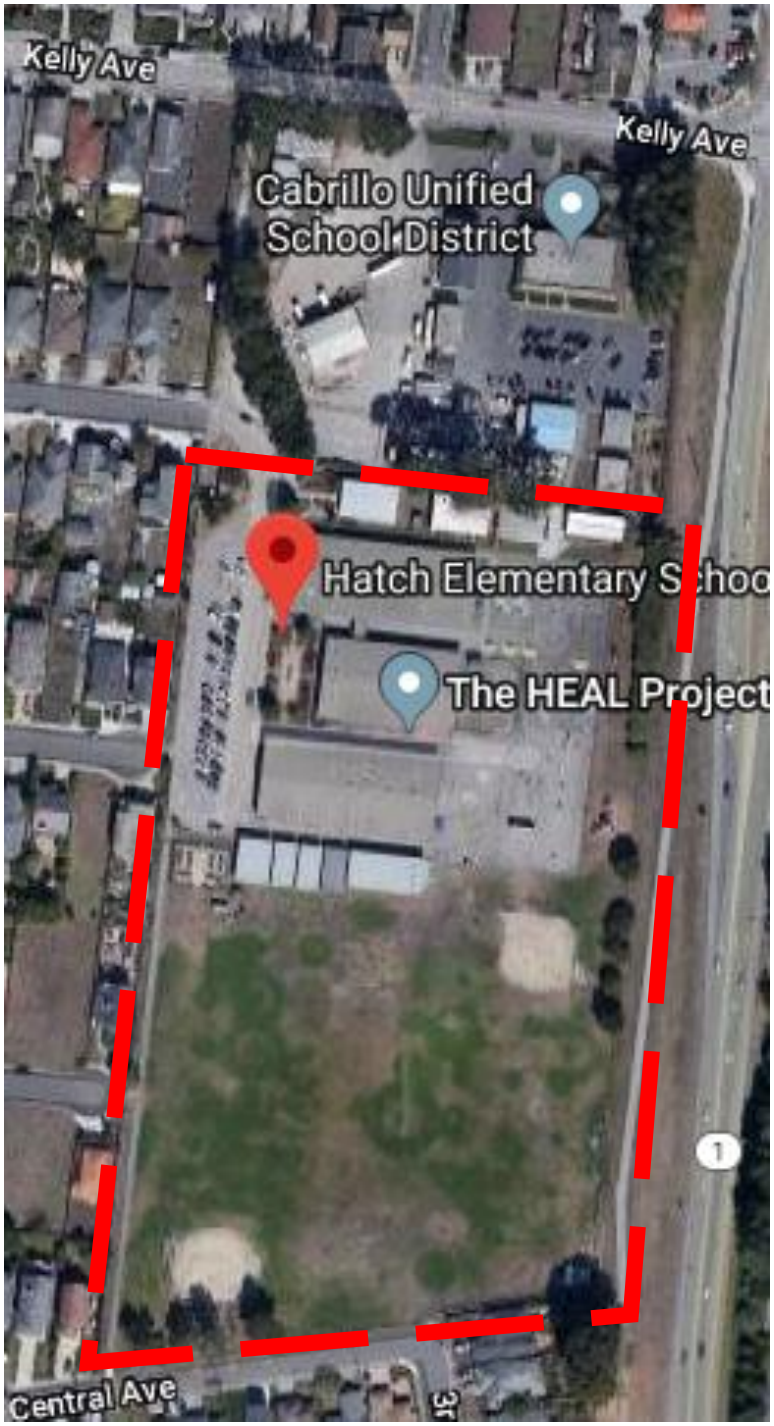
BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF KELLY AVENUE, PROJECTED WESTERLY FROM "SPANISHTOWN" AS SHOWN ON THE MAP THEREOF FILED IN BOOK 1 OF MAPS AT PAGE 60, SAN MATEO COUNTY RECORDS, WITH THE WESTERLY LINE OF THE LANDS CONVEYED TO THE STATE OF CALIFORNIA, FOR THE RE-LOCATION OF THE "COAST HIGHWAY" (ROUTE 56, SECTION C, SAN MATEO COUNTY); THENCE SOUTH 8° 36' 34" WEST ALONG THE WESTERLY BOUNDARY OF THE LANDS CONVEYED TO THE STATE AFORESAID 30 FEET TO THE SOUTHERLY LINE OF KELLY AVENUE; THENCE CONTINUING ALONG THE SAID STATE HIGHWAY, SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 40 FEET, FROM A TANGENT BEARING SOUTH 82° 10' 12" EAST, AN ARC DISTANCE OF 63.02 FEET; THENCE SOUTH 8° 15' WEST 1114.85 FEET AND ON THE ARC OF A CURVE TO THE LEFT, TANGENT TO PRECEDING COURSE, WITH A RADIUS OF 2080 FEET, A CENTRAL ANGLE OF 1° 09' 17" AN ARC DISTANCE OF 41.92 FEET TO THE NORTHERLY LINE OF THE LANDS OF MANUEL SILVA; THENCE LEAVING SAID HIGHWAY AND RUNNING ALONG THE LAST MENTIONED NORTHERLY LINE, SOUTH 81° 53' 02" WEST 550 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE LANDS SHOWN ON THE MAP OF MIRAMONTES TRACT NO. 3 AS FILED IN BOOK 4 OF MAPS AT PAGE 65, SAN MATEO COUNTY RECORDS; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LAST MENTIONED SUBDIVISION, 1,398.5 FEET, MORE OR LESS, TO THE CENTER LINE OF KELLY AVENUE AND THENCE ALONG SAID CENTER LINE SOUTH 82° 10' 12° EAST 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 056-181-010-2

EXHIBIT B

DESCRIPTION OF PROJECT SITE

Attached is a map or diagram showing the location of the School Site that is subject to this Site Lease and upon which Developer will construct the Project. Project Site is contained within dotted line; image below may not reflect current bulding configuration/layout.



FACILITIES LEASE

For all or a portion of the following Site:

Alvin S. Hatch Elementary School Modernization Project – Phase III, Increment 4
490 Miramontes Avenue
Half Moon Bay, CA 94019

APN: 056-181-010-02

By and between

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

And

Blach Construction Company
2244 Blach Place, Suite 100
San Jose, CA 95131

Dated as of September 13, 2018

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FACILITIES LEASE

This facilities lease ("Facilities Lease"), dated as of September 13, 2018 ("Effective Date"), is made and entered into by and between Blach Construction Company ("Developer"), a California corporation duly organized and existing under the laws of the State of California, as sublessor, and Cabrillo Unified School District, a school district duly organized and validly existing under the laws of the State of California, as sublessee ("District") (together, the "Parties").

RECITALS

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to lease a site to a developer and to have that developer develop and construct the project on the site and to lease back to the District the site and the completed project; and

WHEREAS, the District desires to provide for the development and construction of certain work to be performed on portions of the School Site ("Project Site") which will include construction of improvements to be known as the Alvin S. Hatch Elementary School Phase III, Increment 4 Project ("Project"); and

WHEREAS, on the date hereof, the District has leased to Developer, a parcel of land located at 490 Miramontes Avenue, Half Moon Bay, CA 94019 known as Alvin S. Hatch Elementary School, particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by reference ("School Site"); and

WHEREAS, District and Developer have executed a site lease at the same time as this Facilities Lease whereby the District is leasing the Project Site to the Developer ("Site Lease"); and

WHEREAS, District has retained Quattrocchi Kwok Architects ("Architect") to prepare plans and specifications for the Project ("Plans and Specifications") and to act as the Design Professional in General Responsible Charge for the Project; and

WHEREAS, the Governing Board of the District ("Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Project Site to Developer and by simultaneously entering into this Facilities Lease under which the District will lease back the Project Site and the Project from Developer and if necessary, make Lease Payments; and

WHEREAS, the District further acknowledges and agrees that it has entered into the Site Lease and the Facilities Lease pursuant to Education Code Section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students and to utilize its facilities proceeds expeditiously; and

WHEREAS, this Site Lease and Facilities Lease are awarded based a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and published by the Board to the proposer providing the best value to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the selection of the Developer was conducted in a fair and impartial manner; and

WHEREAS, Developer has reviewed the Lease Documents; and

WHEREAS, Developer represents that it has the expertise and experience to perform the services set forth in this Facilities Lease; and

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

WHEREAS, Developer is authorized to lease the Project Site as lessee and to develop the Project and to have the Project constructed on the Project Site and to lease the Project and the Project Site back to the District, and has duly authorized the execution and delivery of this Facilities Lease.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

1. Definitions

In addition to the terms and entities defined above or in subsequent provisions, and unless the context otherwise requires, the terms defined in this section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

1.1 "**Developer**" or "**Lessor**" means Blach Construction Company, a California corporation, organized and existing under the laws of the State of California, and its successors and assigns.

1.2 "**Developer's Representative**" means the Managing Member of Developer, or any person authorized to act on behalf of Developer under or with respect to this Facilities Lease.

1.3 "**Contract Documents**" are defined in **Exhibit D** to this Facilities Lease.

1.4 "**District**" or "**Lessee**" means the Cabrillo Unified School District, a school district duly organized and existing under the laws of the State of California.

1.5 "**District Representative**" means the Superintendent of the District, or any other person authorized by the Governing Board of the District to act on behalf of the District under or with respect to this Facilities Lease.

1.6 "**Permitted Encumbrances**" means, as of any particular time:

1.6.1 Liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid;

1.6.2 The Site Lease.

1.6.3 This Facilities Lease.

1.6.4 Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of this Facilities Lease.

1.6.5 Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which Developer and the District consent in writing which will not impair or impede the operation of the Project Site.

2. Exhibits

The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease:

2.1 Exhibit A - Legal Description of the School Site: The description of the real property constituting the School Site.

2.2 Exhibit B - Description of the Project Site: The map or diagram depiction of the Project Site.

2.3 Exhibit C - Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions: A detailed description of the Guaranteed Maximum Price and the provisions related to the payment of that amount to the Developer, including Attachment 3, the Schedule of Lease Payments and Payoff Dates and Amounts.

2.4 Exhibit D - General Construction Provisions: The provisions generally describing the Project's construction.

2.5 Exhibit D-1 – Special Conditions Provisions: The provisions describing conditions specific to the Project's construction.

2.6 Exhibit E - Memorandum of Commencement Date: The Memorandum which will memorialize the commencement and expiration dates of the Lease Term.

2.7 Exhibit F - Construction Schedule

2.8 Exhibit G – Schedule of Values

3. Lease of Project and Project Site

3.1 Developer hereby leases the Project and the Project Site to the District, and the District hereby leases said Project and Project Site from Developer upon the terms and conditions set forth in this Facilities Lease.

3.2 The leasing by Developer to the District of the Project Site shall not affect or result in a merger of the District's leasehold estate pursuant to this Facilities Lease and its fee estate as lessor under the Site Lease. Developer shall

continue to have and hold a leasehold estate in the Project Site pursuant to the Site Lease throughout the Term thereof and the Term of this Facilities Lease.

3.3 As to the Project Site, this Facilities Lease shall be deemed and constitute a sublease.

4. Term

4.1 Facilities Lease is Legally Binding

This Facilities Lease is legally binding on the Parties upon execution by the Parties and the District Board's approval of this Facilities Lease. The "Term" of this Facilities Lease for the purposes of District's obligation to make Lease Payments shall commence on the earlier of the following two (2) events, whichever occurs first ("Commencement Date"):

4.1.1 The date the District takes beneficial occupancy of the Project; or

4.1.2 The date when Developer delivers possession of the Project to District and when all improvements to be provided by Developer are determined by the District to be completed as set forth in **Exhibits D and D-1** to this Facilities Lease.

Unless earlier terminated pursuant to the provisions of the Contract Documents, the Term of this Facilities Lease for the purposes of District's obligations to make Lease Payments shall terminate one (1) year thereafter or upon payment of the final lease payment.

4.2 After Developer has completed construction of the Project and the District has accepted the Project, the Parties shall execute the Memorandum of Commencement Date attached hereto as **Exhibit E** to memorialize the commencement date of the Lease Payments and expiration date of the Term. Notwithstanding this Term, the Parties hereby acknowledge that each has obligations, duties, and rights under this Facilities Lease that exist upon execution of this Facilities Lease and prior to the beginning of the Lease Payment obligations.

4.3 The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

4.3.1 An Event of Default by District as defined herein and Developer's election to terminate this Facilities Lease as permitted herein; or

4.3.2 An Event of Default by Developer as defined herein and District's election to terminate this Facilities Lease as permitted herein; or

4.3.3 Consummation of the District's purchase option pursuant to the Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions indicated in **Exhibit C** ("Guaranteed Maximum Price Provisions"); or

4.3.4 A third-party taking of the Project under Eminent Domain, only if the Term is ended as indicated more specifically herein; or

4.3.5 Damage or destruction of the Project, only if the Term is ended as indicated more specifically herein.

5. Payment

In consideration for the lease of the Project Site by the Developer back to the District and for other good and valuable consideration, the District shall make all necessary payments pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C.**

6. Title

6.1 During the Term of this Facilities Lease, the District shall hold fee title to the School Site, including the Project Site, and nothing in this Facilities Lease or the Site Lease shall change, in any way, the District's ownership interest.

6.2 During the Term of this Facilities Lease, Developer shall have a leasehold interest in the Project Site pursuant to the Site Lease.

6.3 During the Term of this Facilities Lease, the Developer shall hold title to the Project improvements provided by Developer which comprise fixtures, repairs, replacements or modifications thereto.

6.4 If the District exercises its Purchase Option pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C** or if District makes all necessary payments under the Guaranteed Maximum Price Provisions indicated in **Exhibit C**, all right, title and interest of Developer, its assigns and successors in interest in and to the Project and the Project Site shall be transferred to and vested in the District at the end of the Term. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer; provided, however, that Developer agrees to execute any instrument requested by District to memorialize the termination of this Facilities Lease and transfer of title to the Project.

7. Quiet Enjoyment

Upon District's possession of the Project, Developer shall thereafter provide the District with quiet use and enjoyment of the Project, and the District shall during the Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from Developer, except as otherwise may be set forth in this Facilities Lease. Developer will, at the request of the District and at Developer's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent Developer may lawfully do so. Notwithstanding the foregoing, Developer shall have the right to inspect the Project and the Project Site as provided herein.

8. Representations of the District

The District represents, covenants and warrants to the Developer as follows:

8.1 Due Organization and Existence

The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

8.2 Authorization

The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

8.3 No Violations

Neither the execution and delivery of this Facilities Lease nor the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Project Site, except Permitted Encumbrances.

8.4 Condemnation Proceedings

8.4.1 District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Facilities Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Facilities Lease.

8.4.2 If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent it may lawfully do so, District agrees that the financial interest of Developer shall be as indicated in this Facilities Lease.

9. Representations of the Developer

The Developer represents, covenants and warrants to the District as follows:

9.1 Due Organization and Existence

The Developer is a California company duly organized and existing under the laws of the State of California, has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to lease, lease back, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

9.2 Authorization

Developer has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

9.3 No Violations

Neither the execution and delivery of this Facilities Lease and the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Developer is now a party or by which Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Developer, or upon the Project Site, except Permitted Encumbrances.

9.4 No Bankruptcy

Developer is not now nor has it ever been in bankruptcy or receivership.

9.5 No Encumbrances

Developer shall not pledge any District payments of any kind, related to the Site Lease, this Facilities Lease, or in any way derived from the Project Site, and shall not mortgage or encumber the Project Site, except as may be specifically permitted pursuant to the provisions of this Facilities Lease related to Developer's financing the construction of the project.

9.6 Continued Existence

Developer shall not voluntarily commence any act intended to dissolve or terminate the legal existence of Developer, at or before the latest of the following:

9.6.1 Eighteen (18) months following completion of the Project.

9.6.2 One (1) year following expiration or earlier termination of the Term.

9.6.3 After dismissal and final resolution of any and all disputes between the Parties and/or any third-party claims related, in any way, to the Project.

While the lease documents are in effect, Developer shall give District one hundred twenty (120) days written notice prior to dissolving or terminating the legal existence of Developer.

10. Pre-construction Services

10.1 Scope of the Preconstruction Services

Developer shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following:

10.1.1 General Services

10.1.1.1 Developer shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.

10.1.1.2 Developer shall assist the Architect with making formal presentations to the governing board of District. Such assistance is anticipated to include floor plans and elevations necessary for any architectural presentation.

10.1.1.3 Developer shall prepare a rough schedule in a format acceptable to District, and update as necessary.

10.1.1.4 Developer shall prepare and update the components of the Guaranteed Maximum Price and shall be primarily responsible for ensuring that the Project can and is constructed for no more than that amount.

10.1.1.5 While the Architect is anticipated to provide primary assistance, Developer shall assist District with City land use issues.

10.1.1.6 Architect shall act as lead and Developer will assist District and Architect with DSA review, input, and timeframe for same.

10.1.1.7 Architect shall act as lead and Developer will assist with review and comment upon geotechnical / soils investigation and report.

10.1.1.8 Architect shall act as lead and Developer will assist with review and comment upon survey of the Project site.

10.1.2 Review of Design Documents.

10.1.2.1 Review Project design and budget with the District and the Architect based on the Design Development Documents, 50% Construction Documents, and the 100% Construction Documents submitted to DSA to:

10.1.2.1.1 Provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery;

10.1.2.1.2 Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but

not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

10.1.2.1.3 Provide interim design phase estimates to establish and maintain the Project budget and scheduled costs; and

10.1.2.1.4 Provide plan review.

10.1.2.1.5 Value-engineering. Prepare a value-engineering report for District review and approval that:

10.1.2.1.5.1 Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

10.1.2.1.5.2 Provides detailed estimate for proposed value-engineering items;

10.1.2.1.5.3 Defines methodology or approaches that maximize value; and

10.1.2.1.5.4 Identifies design choices that can be more economically delivered.

10.1.2.1.6 Constructability Review. Prepare detailed interdisciplinary constructability review within Fourteen (14) days of receipt of the plans from the District that:

10.1.2.1.6.1 Ensures construction documents are well coordinated and reviewed for errors;

10.1.2.1.6.2 Identifies to the extent known, construction deficiencies and areas of concern;

10.1.2.1.6.3 Back-checks design drawings for inclusion of modifications; and

10.1.2.1.6.4 Provides the District with written confirmation that:

10.1.2.1.6.4.1 Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements and design standards.

10.1.2.1.6.4.2 Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

10.1.2.2 Confirm Modifications to Design Drawings. If the District accepts Developer's comments, including the value-engineering and/or constructability review comments, review the design documents to confirm that those comments are properly incorporated into the final design documents.

10.1.3 Budget of Project Costs.

10.1.3.1 At each stage of plan review indicated above, Developer will update and refine the budget of the Guaranteed Maximum Price based on the most recent set of design documents. Developer shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Maximum Price established by the District and shall make recommendations for corrective action. Developer will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

10.1.3.2 In each budget of the Guaranteed Maximum Price, Developer shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Maximum Price shall include, at a minimum, the following information divided into at least the following categories for each site:

10.1.3.2.1 Overhead and profit;

10.1.3.2.2 Supervision;

10.1.3.2.3 General conditions;

10.1.3.2.4 Layout & Mobilization (not more than 1%);

10.1.3.2.5 Submittals, samples, shop drawings (not more than 3%);

10.1.3.2.6 Bonds and insurance (not more than 4.4%);

10.1.3.2.7 Close-out documentation (not less than 3%);

10.1.3.2.8 Demolition;

10.1.3.2.9 Installation;

10.1.3.2.10 Rough-in;

10.1.3.2.11 Finishes;

10.1.3.2.12 Testing;

10.1.3.2.13 Owner and Maintenance Manuals; and

10.1.3.2.14 Punchlist and acceptance.

10.1.4 Construction Schedule and Phasing Plan

Developer shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiple phases and interrelations of design, constructability review, and estimating. Developer shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. Developer shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

10.1.5 Construction Planning and Bidding

10.1.5.1 For all of Developer's activities relating to construction planning and bidding, Developer shall comply with all applicable legal requirements, including but not limited to those set forth in Education Code section 17406.

10.1.5.2 Consult with District staff in relation to the existing site. Selected developer should make site visits, as needed to review the current site conditions. During this evaluation, Respondent may make recommendations relating to soils investigations and utility locations and capacities, in order to minimize unforeseen conditions.

10.1.5.3 Attend meetings at the Project site with the Architect and the design team as needed, until plans are ready for submittal to DSA.

10.1.5.4 Provide plan review and constructability services with an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget.

10.1.5.5 Provide a detailed analysis of all major Project systems with an emphasis on possible value engineering possibilities.

10.1.5.6 Prepare and distribute specifications and drawings provided by District to facilitate bidding to Developer's subcontractors.

10.1.5.7 Review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors.

10.1.5.8 Conduct pre-bid conferences. Coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.

10.1.5.9 DSA approved plans shall be utilized to receive subcontractor bids and develop the final GMP in accordance with the lease-leaseback agreement forms, including the requirement that the Developer engage in competitive bidding for subcontractors for all scopes of work on the Project that constitute more than one half of one percent (0.5%) of the total GMP. The District representative shall be present during the receipt of bids from subcontractors.

10.1.5.10 The GMP shall be presented to the District in the following manner within a three ring binder as well as electronically on an external memory device such as a CD, USB drive, or other comparable device:

10.1.5.10.1 Cover sheet, signed by the developer indicating the GMP dollar amount with a certification, indicating that the GMP is all inclusive per the plans, specifications and addenda (contract documents). Also include certification stating, "Developer hereby certifies that they have reviewed all subcontractor proposals and whether the subcontractor excluded portions of their scope the Developer has included all costs for a complete GMP in accordance with plans, specifications and addenda."

10.1.5.10.2 A bid tabulation sheet indicating the breakdown by subcontractor/trade along with the appropriate general condition amount, other fees (as submitted with the response to the RFQ/P).

10.1.5.10.3 Behind the bid tabulation sheet mentioned in subdivision 10.1.5.5.2 above should be a sheet that indicates what is included in the general conditions, which should match what was submitted in the response to the RFQ/P.

10.1.5.10.4 Copies of all subcontractor bids received divided by trade that corresponds to the final spread sheet with a cover sheet indicating the scope and subcontractors that provided bids as well as those that were asked to bid, but did not submit a proposal. This sheet should have the dollar amounts for each subcontractor that provided a bid with the first column being the proposed subcontractor for that trade.

10.1.5.10.5 Behind subdivision 10.1.5.5.4 above should be the bids for that trade with the proposed subcontractor bid on top and the other subcontractor bids in descending dollar order.

10.1.5.11 Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.

10.1.5.12 Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.

10.1.5.13 Any other services that are reasonable and necessary to control the budget and schedule. List those areas where subconsultants will be required and where the Respondent has in-house expertise. Provide resumes of persons providing each of these services and for key personnel assigned to the Project.

10.2 Schedule

Preconstruction services outlined above will commence on the date the District issues a Notice to Proceed with Preconstruction Services for the Agreement, and conclude upon approval of the Amendment to the Lease Agreements by District's Board, or termination of this Agreement by either party per the Agreement's terms. Any extension shall be subject to reasonable approval in writing by the Parties.

10.3 Ownership of Records

It is mutually agreed that all materials prepared by Developer under this Agreement shall become the property of the District and Developer shall have no property right therein whatsoever. Developer hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement.

10.4 Open Book Policy

There will be an open book policy with Developer and its construction team. District shall have access to all subcontractor bids, value engineering back-up, contingency breakdown & tracking, and Developer fees.

10.5 Compensation to Developer for Preconstruction Services

District agrees to reimburse Developer in the total amount not to exceed Ninety Five Thousand and Sixty Dollars ($95,060.00), for the performance of services contemplated by this Agreement. Developer shall be paid monthly for the actual fees and allowed costs and expenses for all time and materials required and expended for work requested and specified by the District as completed. Said amount shall be paid within thirty (30) days upon submittal to and verification by the District of a monthly billing statement showing completion of the tasks for that month on a line item basis. In the event Developer and District enter into the lease/leaseback agreements for the development of the Project, this compensation for services rendered will be included as part of the Guaranteed Maximum Price ("GMP") to be paid to Developer by District.

Developer shall be responsible for any and all costs and expenses incurred by Developer, including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project's Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Developer staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Developer in performance of the services contemplated by this Agreement.

10.6 Termination before Construction Phase

10.6.1 Before the notice to proceed with the Construction Phase is issued by the District, this Agreement may be terminated at any time without cause by District upon fourteen (14) days written notice to Developer. In the event of such a termination by District, the District shall pay Developer for all undisputed services performed and expenses incurred per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by Developer pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due Developer for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to completed work and work in process that would best serve the District if a completed product was presented.

10.6.2 In the event that the Parties do not reach an agreement on the GMP, this Agreement will be terminated at that time. In the event of such a termination, the District shall pay Developer no more than the not to exceed amount in Section 10.5 above.

10.7 Construction Phase

Developer shall not commence any construction work before DSA approval of the Plans and Specifications.

11. Construction of Project

11.1 Construction of Project

11.1.1 Developer agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Construction Provisions set forth in **Exhibit D**, including those things reasonably inferred from the Contract Documents as being within the scope of the Project and necessary to produce the stated result even though no mention is made in the Contract Documents.

11.1.2 Contract Time / Construction Schedule

It is hereby understood and agreed that the Contract Time for this Project shall be _____ (_____) calendar days, commencing with the date upon which the Facilities Lease and the Site Lease are fully executed and delivered to both Parties and ending with completion of the Work which will occur no later than December 1, 2019 ("Contract Time"). The Construction Schedule must be approved by the District.

11.1.3 Schedule of Values

The Developer has provided a schedule of values, approved by the District, which will be attached hereto as **Exhibit G** ("Schedule of Values"). The Schedule of Values must be approved by the District.

11.1.4 Liquidated Damages

Time is of the essence for all work Developer must perform to complete the Project. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Developer's delay; therefore, Developer agrees that it shall pay to the District the sum of One Thousand, Five Hundred and One Dollars ($1,501) per day as liquidated damages for each and every day's delay beyond the Contract Time.

11.1.4.1 It is hereby understood and agreed that this amount is not a penalty.

11.1.4.2 In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Developer under this Facilities Lease. The District's right to assess liquidated damages is as indicated herein and in **Exhibit D**.

11.1.4.3 The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant.

11.1.5 Guaranteed Maximum Price

Developer will cause the Project to be constructed within the GMP as set forth and defined in the GMP provisions in **Exhibit C,** and Developer will not seek additional compensation from District in excess of that amount.

11.1.6 Modifications

If the DSA requires changes to the Contract Documents submitted by District to Developer, and those changes change the construction costs and/or construction time for the Project, then those changed costs or time will be handled as a modification pursuant to the provisions of **Exhibit D**.

12. Maintenance

Following delivery of possession of the Project by Developer to District, the repair, improvement, replacement and maintenance of the Project and the Project Site shall be at the sole cost and expense and the sole responsibility of the District, subject only to all punch list items and warranties against defects in materials and workmanship of Developer as provided in **Exhibit D**. The District shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Project resulting from ordinary wear and tear. The District waives the benefits of subsections 1 and 2 of Section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Facilities Lease.

13. Utilities

Following delivery of possession of the Project by Developer to District, the cost and expenses for all utility services, including, but not limited to, electricity, natural gas, telephone, water, sewer, trash removal, cable television, janitorial service, security, heating, water, internet service, data transmission, and all other utilities of any type shall be paid by District.

14. Taxes and Other Impositions

All ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the Project Site and the improvements thereon, charged to or imposed upon either Developer or the District or their respective interests or estates in the Project, shall at all times be paid by District. In the event any possessory interest tax is levied on Developer, its successors and assigns, by virtue of this Facilities Lease or the Site Lease, District shall pay such possessory interest tax directly, if possible, or shall reimburse Developer, its successors and assigns for the full amount thereof within forty-five (45) days after presentation of proof of payment by Developer.

15. Insurance

15.1 Developer's Insurance

The Developer shall comply with the insurance requirements as indicated here and in **Exhibit D.**

15.1.1 Commercial General Liability and Automobile Liability Insurance

15.1.1.1 Developer shall procure and maintain, during the life of the Project, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Developer, District, its Board Members, employees, agents, Construction Manager(s), Project Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under the Project. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 00 01 11 88. Developer shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and Any auto including owned, non-owned, and hired, are included within the above policies and at the required limits, or Developer shall procure and maintain these coverages separately.

15.1.1.2 Developer's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed five thousand dollars ($5,000) for deductible or twenty-five thousand dollars ($25,000) for self-insured retention, respectively, unless approved in writing by District.

15.1.1.3 All such policies shall be written on an occurrence form.

15.1.2 Excess Liability Insurance

15.1.2.1 Developer may procure and maintain, during the life of the Project, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies if Developer's underlying policy limits are less than required.

15.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall protect Developer, District, its Board Members, employees, agents, Construction Manager(s), Project Manager(s), Project Inspector(s), and Architect(s) in amounts and including the provisions as set forth in **Exhibit D** and/or the Supplementary Conditions (if any), and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

15.1.2.3 The District, in its sole discretion, may accept the Excess Liability Insurance Policy that bring Contractor's primary limits to the minimum requirements herein.

15.1.3 Subcontractor

Developer shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part, the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with minimum limits at least equal to the amount required of the Developer except where smaller minimum limits are permitted as set forth below.

15.1.4 Workers' Compensation and Employers' Liability Insurance

15.1.4.1 In accordance with provisions of section 3700 of the California Labor Code, the Developer and every Subcontractor shall be required to secure the payment of compensation to its employees.

15.1.4.2 Developer shall procure and maintain, during the life of the Project, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under the Project, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Developer shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Developer's insurance. If any class of employee or employees engaged in Work on the Project, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Developer shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

15.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance

15.1.5.1 Developer shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting.

Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

15.1.6 Pollution Liability Insurance

15.1.6.1 Developer shall procure and maintain Pollution Liability Insurance that shall protect Developer, District, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Facilities Lease, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services Offices, Inc. (ISO) Form CG 2415, or Developer shall procure and maintain these coverages separately.

15.1.6.2 Developer shall warrant that any retroactive date applicable to coverage under the policy predates the Effective Date of this Facilities Lease and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

15.1.6.3 If Developer is responsible for removing any pollutants from a site, then Developer shall ensure that Any Auto, including owned, non-owned, and hired, are included within the above policies and at the required limits, to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

15.1.7 Proof of Carriage of Insurance and Other Requirements Endorsements and Certificates

15.1.7.1 Developer shall not commence Work nor shall it allow any Subcontractor to commence Work on the Project, until Developer and its Subcontractor(s) have procured all

required insurance and Developer has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

15.1.7.2 Endorsements, certificates, and insurance policies shall include the following:

15.1.7.2.1 A clause stating:

"This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

15.1.7.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.1.7.3 All endorsements, certificates and insurance policies shall state that District, its Board Members, employees and agents, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

15.1.7.4 Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Developer and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Facilities Lease. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Facilities Lease, and will cover the Developer and all Subcontractors for all claims made.

15.1.7.5 Developer's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its Board Members,

employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

15.1.7.6 All endorsements shall waive any right to subrogation against any of the named additional insureds.

15.1.7.7 All policies shall be written on an occurrence form.

15.1.7.8 All of Developer's insurance shall be with insurance companies with an A.M. Best rating of no less than A: XI.

15.1.7.9 The insurance requirements set forth herein shall in no way limit the Developer's liability arising out of or relating to the performance of the Work or related activities.

15.1.7.10 Failure of Developer and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Facilities Lease and constitute a Default by the Developer pursuant to this Facilities Lease.

15.1.8 Insurance Policy Limits

The limits of insurance shall not be less than the following amounts:

COMMERCIAL GENERAL LIABILITY	Combined Single Limit	$4,000,000
	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	$4,000,000
AUTOMOBILE LIABILITY – ANY AUTO	Combined Single Limit	$4,000,000
WORKERS COMPENSATION		Statutory limits pursuant to State law
EMPLOYERS' LIABILITY		$4,000,000
POLLUTION LIABILITY		$1,000,000 per claim; $2,000,000 aggregate

The limits of insurance for those subcontractors whose scope of work does not exceed ten percent (10%) of the Guaranteed Maximum Cost shall not be less than the following amounts:

COMMERCIAL GENERAL LIABILITY	Combined Single Limit	$2,000,000
	Product Liability and Completed Operations	$2,000,000
AUTOMOBILE LIABILITY - ANY AUTO	Combined Single Limit	$2,000,000
WORKERS COMPENSATION		Statutory limits pursuant to State law
EMPLOYERS' LIABILITY		$2,000,000

Notwithstanding anything in this Facilities Lease to the contrary, the above insurance requirements may be modified as appropriate for subcontractors, with District's prior written approval.

15.2 District's Insurance

15.2.1 Rental Interruption Insurance

District shall at all times from and after District's **acceptance** of the Project, for the benefit of District and Developer, as their interests may appear, maintain rental interruption insurance to cover loss, total or partial, of the use of the Project due to damage or destruction, in an amount at least equal to the maximum estimated Lease Payments payable under this Facilities Lease during the current or any future twenty-four (24) month period. This insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and such insurance may be maintained in whole or in part in the form of participation by the District in a joint powers agency or other program providing pooled insurance. This insurance may not be maintained in the form of self-insurance.

15.2.2 Property Insurance

District shall at all times from and after District's **acceptance** of the Project, carry and maintain in force a policy of property insurance for 100% of the insurable replacement value with no coinsurance penalty, on the Project Site and the Project, together with all improvements thereon, under a standard "all risk" contract insuring against loss or damage. Developer shall be named as additional insureds or co-insureds thereon by way of endorsement. District shall not be relieved from the obligation of supplying any additional funds for replacement of the Project and the improvements thereon in the event of destruction or damage where insurance does not cover replacement costs. District shall have the right to procure the

required insurance through a joint powers agency or to self-insure against such losses or portion thereof as is deemed prudent by District.

16. Indemnification and Defense

16.1 To the fullest extent permitted by California law, Developer shall indemnify, keep and hold harmless the District and its respective Board Members, officers, representatives, employees, consultants, the Architect and Construction Manager in both individual and official capacities and their consultants ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees and costs, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Developer or its Subcontractors, vendors and/or suppliers, including any suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or injury to or destruction of tangible property (including damage to the Work itself) and including the loss of use resulting therefrom, except to the extent caused wholly by the active negligence or willful misconduct of the Indemnitees. This indemnification and hold harmless obligation includes any failure or alleged failure by Developer to comply with any law and/or provision of the Contract Documents, including, without limitation, any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the California Department of Industrial Relations.

16.2 Developer shall also defend, at its own expense, Indemnitees with legal counsel reasonably acceptable to the District, against all suits, claims, allegations, damages, losses, and expenses, including but not limited attorneys' fees and costs, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by Developer, its Subcontractors, vendors, or suppliers, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees. This defense obligation extends to any failure or alleged failure by Developer to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Developer's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the California Department of Industrial Relations. This agreement and obligation of the Developer shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any party or person described herein.

16.3 The Developer shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Developer's agreement to indemnify and hold harmless the Indemnitees or its agreement to defend Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the Parties that these circumstances shall not otherwise affect the validity or enforceability of the Developer's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the

case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, the Developer shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

16.4 In any and all claims against any of the Indemnitees by any employee of the Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Developer's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

16.5 The District may retain so much of the moneys due to the Developer as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District, Architect and Construction Manager have received written agreement from the Developer that Developer will unconditionally defend the District and its respective Board Members, officers, representatives, employees, consultants, the Architect and Construction Manager and their sub-consultants and pay any damages due by reason of settlement or judgment.

16.6 The indemnification and defense obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

17. Eminent Domain

17.1 Total Taking After Project Delivery

If, following delivery of possession of the Project by Developer to District, all of the Project and the Project Site is taken permanently under the power of eminent domain, the Term shall cease as of the day possession shall be so taken.

17.1.1 The financial interest of Developer shall be limited to the amount of principal payments pursuant to the GMP provisions indicated in **Exhibit C** that are then due or past due together with all remaining and succeeding principal payments pursuant to the GMP provisions indicated in **Exhibit C** for the remainder of the original Term. For example, if all of the Project and the Project Site is taken at the end of the third year of the Term, Developer shall be entitled to receive from the eminent domain award the sum of all principal payments pursuant to the GMP provisions indicated in **Exhibit C** that would have been owing for the fourth year through the end of the Term had there been no taking.

17.1.2 The balance of the award, if any, shall be paid to the District.

17.2 Total Taking Prior to Project Delivery

If all of the Project and the Project Site is taken permanently under the power of eminent domain and the Developer is still performing the work of the Project and has not yet delivered possession of the Project to District, the Term shall cease as of the day possession shall be so taken. The financial interest of Developer shall be the amount Developer has expended to date for work performed on the Project, subject to documentation reasonably satisfactory to the District.

17.3 Partial Taking.

If, following delivery of possession of the Project by Developer to District, less than all of the Project and the Project Site is taken permanently, or if all of the Project and the Project Site or any part thereof is taken temporarily, under the power of eminent domain.

17.3.1 This Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of that partial taking and the Parties waive the benefit of any law to the contrary, and

17.3.2 There shall be a partial abatement of any principal payments pursuant to the GMP provisions indicated in **Exhibit C** as a result of the application of the net proceeds of any eminent domain award to the prepayment of those payments hereunder. The Parties agree to negotiate, in good faith, for an equitable split of the net proceeds of any eminent domain award and a corresponding reduction in the payments required pursuant to the GMP provisions indicated in **Exhibit C**.

18. Damage and Destruction

If, following delivery of possession of all or a portion of the Project by Developer to District, the Project is totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, Acts of God, or other casualty beyond the control of either party hereto, the Term shall end and District shall no longer be required to make any payments required pursuant to the GMP provisions indicated in **Exhibit C** that are then due or past due or any remaining and succeeding principal payments pursuant to the GMP provisions indicated in **Exhibit C** for the remainder of the original Term.

19. Abatement

19.1 If, after the Parties have executed the Memorandum of Commencement Date attached hereto as **Exhibit E,** the Project becomes destroyed or damaged beyond repair, the District may determine its use of the Project abated. Thereafter, the District shall have no obligation to make, nor shall the Developer have the right to demand, the Lease Payments as indicated in the GMP provisions indicated in **Exhibit C** to this Facilities Lease. The Term shall cease at that time.

19.2 The Parties hereby agree that the net proceeds of the District's rental interruption insurance that the District must maintain during the Term, as

required herein, shall constitute a special fund for the payment of the Lease Payments indicated in the GMP provisions indicated in **Exhibit C**.

19.3 The District shall as soon as practicable after such event, apply the net proceeds of its insurance policy intended to cover that loss ("Net Proceeds"), either to:

19.3.1 Repair the Project to full use.

19.3.2 Replace the Project, at the District's sole cost and expense, with property of equal or greater value to the Project immediately prior to the time of the destruction or damage, and that replacement, once completed, shall be substituted in this Facilities Lease by appropriate endorsement; or

19.3.3 Exercise the District's purchase option as indicated in the GMP provisions indicated in **Exhibit C** to this Facilities Lease.

19.4 The District shall notify the Developer of which course of action it desires to take within thirty (30) days after the occurrence of the destruction or damage. The Net Proceeds of all insurance payable with respect to the Project shall be available to the District and shall be used to discharge the District's obligations under this Section.

20. Access

20.1 By Developer

Developer shall have the right at all reasonable times to enter upon the Project Site to construct the Project pursuant to this Facilities Lease. Following the acceptance of the Project by District, Developer may enter the Project at reasonable times with advance notice and arrangement with District for purposes of making any repairs required to be made by Developer.

20.2 By District

The District shall have the right to enter upon the Project Site at all times. District shall comply with all safety precautions and procedures required by Developer.

21. Assignment, Subleasing

21.1 Assignment and Subleasing by the District

Any assignment or sublease by District shall be subject to all of the following conditions:

21.1.1 This Facilities Lease and the obligation of the District to make the payments required pursuant to the GMP provisions indicated in **Exhibit C** shall remain obligations of the District; and

21.1.2 The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Developer a true and complete copy of any assignment or sublease.

21.2 Assignment by Developer

Developer may assign its right, title and interest in this Facilities Lease, in whole or in part to one or more assignees, only after the written consent of District, which District will not unreasonably withhold. No assignment shall be effective against the District unless and until the District has consented in writing. Notwithstanding anything to the contrary contained in this Facilities Lease, no consent from the District shall be required in connection with any assignment by Developer to a lender for purposes of financing the Project as long as there are not additional costs to the District.

22. Termination, Default And Suspension

22.1 Termination; Lease Terminable Only As Set Forth Herein

22.1.1 Except as otherwise expressly provided in this Facilities Lease, this Facilities Lease shall not terminate, nor shall District have any right to terminate this Facilities Lease or be entitled to the abatement of any necessary payments pursuant to the GMP provisions in **Exhibit C** or any reduction thereof. The obligations hereunder of District shall not be otherwise affected by reason of any damage to or destruction of all or any part of the Project; the taking of the Project or any portion thereof by condemnation or otherwise; the prohibition, limitation or restriction of District's use of the Project; the interference with such use by any private person or contractor; the District's acquisition of the ownership of the Project (other than pursuant to an express provision of this Facilities Lease); any present or future law to the contrary notwithstanding. It is the intention of the Parties hereto that all necessary payments pursuant to the GMP provisions indicated in **Exhibit C** shall continue to be payable in all events, and the obligations of the District hereunder shall continue unaffected unless the requirement to pay or perform the same shall be terminated or modified pursuant to an express provision of this Facilities Lease.

22.1.2 Nothing contained herein shall be deemed a waiver by the District of any rights that it may have to bring a separate action with respect to any Event of Default by Developer hereunder or under any other agreement to recover the costs and expenses associated with that action. The District covenants and agrees that it will remain obligated under this Facilities Lease in accordance with its terms.

22.1.3 Following completion of the Project, the District will not take any action to terminate, rescind or avoid this Facilities Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Developer or any assignee of Developer in any such proceeding, and notwithstanding any action with respect to this Facilities Lease which may be taken by any trustee or receiver of Developer or of any assignee of Developer in any such proceeding or by any court in any such proceeding. Following completion of the Project, except as otherwise expressly provided in this Facilities Lease, District waives all rights now or hereafter conferred by law to

quit, terminate or surrender this Facilities Lease or the Project or any part thereof.

22.1.4 District acknowledges that Developer may assign an interest in some or all of the necessary payments pursuant to the GMP provisions indicated in **Exhibit C** to a lender in order to obtain financing for the cost of constructing the Project and that the lender may rely on the foregoing covenants and provisions in connection with such financing.

22.2 District's Right to Terminate Developer for Cause

22.2.1 Grounds for Termination

The District, in its sole discretion, without prejudice to any other right or remedy, may terminate the Site Lease and Facilities Lease and/or terminate the Developer's right to perform the work of the Facilities Lease based upon any of the following:

22.2.1.1 Developer refuses or fails to execute the Work or any separable part thereof; or

22.2.1.2 Developer fails to complete said Work within the time specified or any extension thereof; or

22.2.1.3 Developer persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with the Facilities Lease; or

22.2.1.4 Prior to completion of the Project, Developer is adjudged a bankrupt, files a petition for relief as a debtor, or a petition is filed against the Developer without its consent, and the petition not dismissed within sixty (60) days; or

22.2.1.5 Prior to the completion of the Project, Developer makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

22.2.1.6 Developer persistently or repeatedly refuses and/or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

22.2.1.7 Developer fails to make prompt payment to Subcontractors, or for material, or for labor; or

22.2.1.8 Developer persistently disregards laws, or ordinances, or instructions of District as indicated in **Exhibit D**, or otherwise in violation of **Exhibit D**; or

22.2.1.9 Developer fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work

or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

22.2.1.10 Developer or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Facilities Lease, including but not limited to a lapse in licensing or registration.

22.2.2 Notification of Termination

22.2.2.1 Upon the occurrence at District's sole determination of any of the above conditions, or upon Developer's failure to perform any material covenant, condition or agreement in this Facilities Lease, District may, without prejudice to any other right or remedy, serve written notice upon Developer and its Surety of District's termination of this Facilities Lease and/or the Developer's right to perform the work of this Facilities Lease. This notice will contain the reasons for termination.

22.2.2.1.1 Unless, within fifteen (15) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Facilities Lease and the Site Lease shall cease and terminate.

22.2.2.1.2 If the failure stated in the notice cannot be corrected within fifteen (15) days after the service of notice, District may consent to an extension of time, provided Developer instituted and diligently pursued corrective action within the applicable fifteen (15)-day period and until the violation is corrected. Upon District determination, Developer shall not be entitled to receive any further payment until the entire Work is finished.

22.2.2.2 Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Facilities Lease only if Surety:

22.2.2.2.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Facilities Lease; and

22.2.2.2.2 Commences performance of this Facilities Lease within three (3) days from date of serving of its notice to District.

22.2.2.3 Surety shall not utilize Developer in completing the Project if the District notifies Surety of the District's objection to Developer's further participation in the completion of the Project. Surety expressly agrees that any developer which Surety proposes to fulfill Surety's obligations is subject to District's approval.

22.2.2.4 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Developer and/or its Surety. Developer and its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Facilities Lease. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work all materials, appliances, plan, and other property belonging to Developer as may be on the Site of the Work, in bonded storage, or previously paid for.

22.2.3 Effect of Termination

22.2.3.1 If District terminates the Site Lease and the Facilities Lease pursuant to this section, the Project Site and any improvements built upon the Project Site shall vest in District upon termination of the Site Lease and Facilities Lease, and District shall thereafter be required to pay only the principal amounts then due and owing pursuant to the GMP provisions indicated in **Exhibit C**, less any damages incurred by District due to Developer's default, acts, or omissions.

22.2.3.2 The District shall retain all rights it possesses pursuant to this Facilities Lease including, without limitation.

22.2.3.2.1 The right to assess liquidated damages due because of any project delay; and

22.2.3.2.2 All rights the District holds to demand performance pursuant to the Developer's required performance bond.

22.2.3.3 Developer shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any

materials and personal property belonging to Developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Developer and its Surety shall be liable upon the performance bond for all damages caused the District by reason of the Developer's failure to complete the Work under this Facilities Lease.

22.2.3.4 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Developer in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

22.2.3.5 In the event that the Site Lease and Facilities Lease are terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Developer or any impact or impairment of Developer's bonding capacity.

22.2.3.6 If the expense to the District to finish the Work exceeds the unpaid Guaranteed Maximum Price, Developer and Surety shall pay difference to District within twenty-one (21) days of District's request. District may apply any amounts otherwise due to Developer to this difference.

22.2.3.7 The District shall have the right (but shall have no obligation) to assume and/or assign to a replacement contractor or construction manager, or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Developer under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Facilities Lease. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Developer shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractors under Subcontracts or other obligations or commitments. Developer must include this assignment provision in all of its Facilities Leases with its Subcontractors.

22.2.3.8 All payments due the Developer hereunder shall be subject to a right of offset by the District for expenses, damages, losses, costs, claims, or reimbursements suffered by, or due to, the District as a result of any default, acts, or omissions of the Developer.

22.2.3.9 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

22.3 Termination of Developer for Convenience

22.3.1 District in its sole discretion may terminate the Facilities Lease upon five (5) days written notice to the Developer. Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause. In case of a termination for convenience, the Developer shall have no claims against the District except:

22.3.1.1 The actual cost for labor, materials, and services performed that is unpaid and adequately documented through timesheets, invoices, receipts, or otherwise; and

22.3.1.2 Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Developer's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated lost profits resulting from termination of the Developer for convenience.

22.4 Developer Remedies Upon District Default

22.4.1 Events of Default by District Defined

The following shall be "Events of Default" of the District under this Facilities Lease. The terms "Event of Default" and "Default," whenever they are used as to the District in the Site Lease or this Facilities Lease, shall only mean one or more of the following events:

22.4.1.1 Failure by the District to pay payments required pursuant to the GMP provisions in **Exhibit C**, and the continuation of this failure for a period of forty-five (45) days.

22.4.1.2 Failure by the District to perform any material covenant, condition or agreement in this Facilities Lease and that failure continues for a period of forty-five (45) days after Developer provides District with written notice specifying that failure and requesting that the failure be remedied; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Developer shall not withhold its consent to an extension

of time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected.

22.4.2 Remedies on District's Default

If there has been an Event of Default on the District's part, the Developer may exercise any and all remedies granted pursuant to this Facilities Lease; provided, however, there shall be no right under any circumstances to accelerate any of the payments required pursuant to the GMP provisions in **Exhibit C** or otherwise declare those payments not then past due to be immediately due and payable.

22.4.2.1 Developer may rescind its leaseback of the Project Site to the District under this Facilities Lease and re-rent the Project Site to another lessee for the remaining Term for no less than the fair market value for leasing the Project Site, which shall be:

22.4.2.1.1 An amount determined by a mutually-agreed upon appraiser; or

22.4.2.1.2 If an appraiser cannot be agreed to, an amount equal to the mean between a District appraisal and a Developer appraisal for the Project Site, both prepared by MAI-certified appraisers.

22.4.2.2 District's obligation to make the payments required pursuant to the GMP provisions indicated in **Exhibit C** shall be:

22.4.2.2.1 Increased by the amount of costs, expenses, and damages incurred by the Developer in re-renting the Project Site; and

22.4.2.2.2 Decreased by the amount of rent Developer receives in re-letting the Project Site.

22.4.2.3 The District agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of Developer to re-rent the Project Site in the Event of Default without effecting a surrender of this Facilities Lease, and further agrees that no acts of Developer in re-renting as permitted herein shall constitute a surrender or termination of this Facilities Lease, but that, on the contrary, in the event of an Event of Default by the District the right to re-rent the Project Site shall vest in Developer as indicated herein.

22.4.3 District's Continuing Obligation

Unless there has been damage, destruction, a Taking, or the Developer has acted, failed to act, or is in default as indicated above providing District with the right to terminate for cause, the District shall continue to remain liable for the payments required pursuant to the GMP provisions in **Exhibit C** and those amounts shall be payable to Developer at the time and in the manner therein provided.

22.4.4 No Remedy Exclusive

No remedy herein conferred upon or reserved to Developer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Developer to exercise any remedy reserved to it in this article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

22.5 Suspension of Work

22.5.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Developer.

22.5.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any suspension, delay or interruption. No adjustment shall be made to the extent:

22.5.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Developer is responsible; or

22.5.1.1.2 That an equitable adjustment is made or denied under another provision of the Site Lease or the Facilities Lease; or

22.5.1.1.3 That the suspension of Work was the direct or indirect result of Developer's failure to perform any of its obligations hereunder.

22.5.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order in **Exhibit D**. This amount shall be full compensation for all Developer's and its Subcontractor(s)' changes in the cost of performance of

the Facilities Lease caused by any such suspension, delay or interruption.

23. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to District:

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

If to Developer:

Blach Construction Company
2244 Blach Place, Suite 100
San Jose, CA 95131
Attn: Keith Craw

With a copy to:

Deidree Y.M.K. Sakai, Esq.
Dannis Woliver Kelley
275 Battery Street, Suite 1150
San Francisco, CA 94111

The Developer and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

24. Binding Effect

This Facilities Lease shall inure to the benefit of and shall be binding upon Developer and the District and their respective successors, transferees and assigns.

25. No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

26. Severability

In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of the invalid provision materially alters the rights and obligations embodied in this Facilities Lease or the Site Lease.

27. Amendments, Changes and Modifications

Except as to the termination rights of both Parties as indicated herein, this Facilities Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

28. Net-Net-Net Lease

This Facilities Lease shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that all payments it makes pursuant to the GMP provisions in **Exhibit C** shall be an absolute net return to Developer, free and clear of any expenses, charges or set-offs.

29. Execution in Counterparts

This Facilities Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

30. Developer and District Representatives

Whenever under the provisions of this Facilities Lease the approval of Developer or the District is required, or Developer or the District is required to take some action at the request of the other, the approval or request shall be given for Developer by Developer's Representative and for the District by the District's Representative, and any party hereto shall be authorized to rely upon any such approval or request.

31. Applicable Law

This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California, and venued in the County within which the School Site is located.

32. Attorney's Fees

If either party brings an action or proceeding involving the Property or to enforce the terms of this Facilities Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

33. Captions

The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Facilities Lease.

34. Prior Agreements

This Facilities Lease and the corresponding Site Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Facilities Lease and no prior agreements or understanding pertaining to any matter shall be effective for any purpose.

35. Further Assurances

Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Facilities Lease.

36. Recitals and Exhibits Incorporated

The Recitals set forth at the beginning of this Facilities Lease and the attached Exhibits are hereby incorporated into its terms and provisions by this reference.

37. Time of the Essence

Time is of the essence with respect to each of the terms, covenants, and conditions of this Facilities Lease.

38. Force Majeure

A party shall be excused from the performance of any obligation imposed in this Facilities Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing that obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts, and that non-performance will not be a default hereunder or a grounds for termination of this Facilities Lease.

39. Interpretation

None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Facilities Lease for purposes of construing the provisions thereof. The language in all parts of this Facilities Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: September 13, 2018	Dated: September 13, 2018
Cabrillo Unified School District	Blach Construction Company
By: _____	By: _____
Name: Jane Yuster	Name: _____
Title: Supterintendent	Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF SCHOOL SITE

Attached is the Legal Description for:

Alvin S. Hatch Elementary School Phase III, Increment 4 Project
490 Miramontes Avenue
Half Moon Bay, CA 94019

Real property in the City of Half Moon Bay, County of San Mateo, State of California, described as follows:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF KELLY AVENUE, PROJECTED WESTERLY FROM "SPANISHTOWN" AS SHOWN ON THE MAP THEREOF FILED IN BOOK 1 OF MAPS AT PAGE 60, SAN MATEO COUNTY RECORDS, WITH THE WESTERLY LINE OF THE LANDS CONVEYED TO THE STATE OF CALIFORNIA, FOR THE RE-LOCATION OF THE "COAST HIGHWAY" (ROUTE 56, SECTION C, SAN MATEO COUNTY); THENCE SOUTH 8° 36' 34" WEST ALONG THE WESTERLY BOUNDARY OF THE LANDS CONVEYED TO THE STATE AFORESAID 30 FEET TO THE SOUTHERLY LINE OF KELLY AVENUE; THENCE CONTINUING ALONG THE SAID STATE HIGHWAY, SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 40 FEET, FROM A TANGENT BEARING SOUTH 82° 10' 12" EAST, AN ARC DISTANCE OF 63.02 FEET; THENCE SOUTH 8° 15' WEST 1114.85 FEET AND ON THE ARC OF A CURVE TO THE LEFT, TANGENT TO PRECEDING COURSE, WITH A RADIUS OF 2080 FEET, A CENTRAL ANGLE OF 1° 09' 17" AN ARC DISTANCE OF 41.92 FEET TO THE NORTHERLY LINE OF THE LANDS OF MANUEL SILVA; THENCE LEAVING SAID HIGHWAY AND RUNNING ALONG THE LAST MENTIONED NORTHERLY LINE, SOUTH 81° 53' 02" WEST 550 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE LANDS SHOWN ON THE MAP OF MIRAMONTES TRACT NO. 3 AS FILED IN BOOK 4 OF MAPS AT PAGE 65, SAN MATEO COUNTY RECORDS; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LAST MENTIONED SUBDIVISION, 1,398.5 FEET, MORE OR LESS, TO THE CENTER LINE OF KELLY AVENUE AND THENCE ALONG SAID CENTER LINE SOUTH 82° 10' 12° EAST 490 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 056-181-010-2

along said last mentioned line North 5° 05' East 35 feet; thence leaving said Easterly line of Coast Highway, South 84° 30' 00" East 258.17 feet; thence North 5° 05' East 35 feet; thence South 84° 30' 00" East 510.75 feet to said Westerly line of Church Street; thence along said last mentioned line, South 5° 05' West 70 feet to the point of beginning.

A.P.N. 056-182-050 PTN J.P.N. 56-18-182-5 PTN

EXHIBIT B

DESCRIPTION OF PROJECT SITE

Attached is a diagram of the School Site that is subject to this Facilities Lease and upon which Developer will construct the Project. Project Site is contained within dotted line; image below may not reflect current bulding configuration/layout.

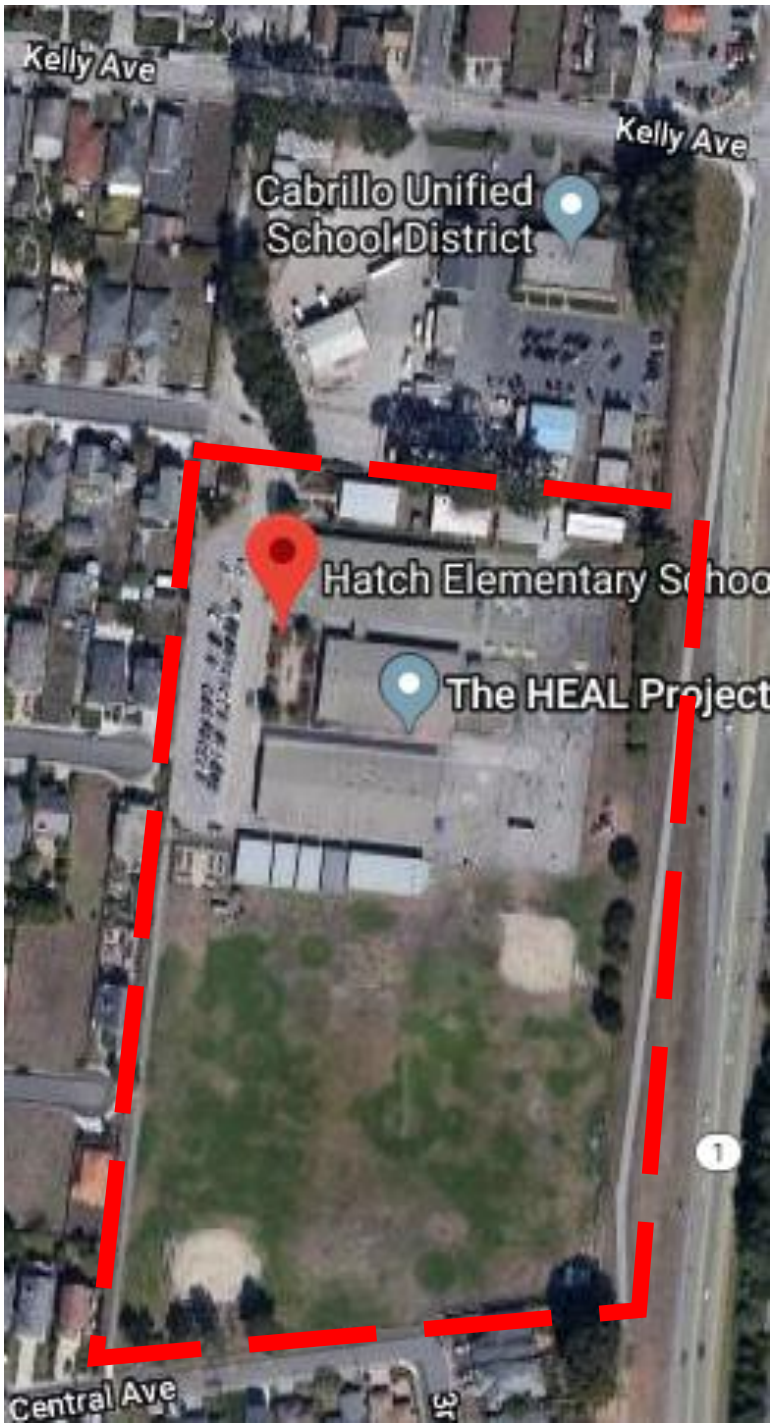


EXHIBIT C

GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

Attached are the terms and provisions related to Site Lease payments, the Facilities Lease, the Guaranteed Maximum Price and other related cost, funding, and payment provisions.

EXHIBIT C

GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Site Lease Payments

As indicated in the Site Lease, Developer shall pay One Dollar ($1.00) to the District as consideration for the Site Lease.

2. Guaranteed Maximum Price

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after the Division of the State Architect ("DSA") approves the plans and specification for the Project ("Guaranteed Maximum Price").

2.1 Cost of the Work

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

2.1.1 General Conditions

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

2.1.2 Subcontract Costs

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

2.1.3 Developer-Performed Work

Costs incurred by the Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

2.1.3.1 Actual costs to the Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by the Developer to perform the construction of the Work at the site.

2.1.3.2 Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of the Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at the Developer's principal office, only for that portion of their time required for the Work.

2.1.3.3 Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of the Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.3.4 Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

2.1.3.5 Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by the Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

2.1.3.6 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by the Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Developer. Cost for items previously used by the Developer shall mean fair market value.

2.1.3.7 Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by the Developer at the site, whether rented from the Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District's prior approval.

2.1.3.8 Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

2.1.3.9 Costs of that portion of the reasonable travel, parking and subsistence expenses of the Developer's personnel incurred while traveling and discharging duties connected with the Work.

2.1.3.10 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Amount
TO BE INSERTED IF APPLICABLE	TO BE INSERTED
TO BE INSERTED IF APPLICABLE	TO BE INSERTED
TO BE INSERTED IF APPLICABLE	TO BE INSERTED
Total Allowance Amount	TO BE INSERTED

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

2.1.5 Miscellaneous Costs

2.1.5.1 Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

2.1.5.2 Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

2.1.5.3 Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

2.1.5.4 Fees of laboratories for tests required by the Contract Documents.

2.1.5.5 Deposits lost for causes other than the Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

2.1.5.6 Expenses incurred in accordance with the Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

2.1.5.7 Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

2.1.5.8 Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

2.1.5.9 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

2.1.5.10 Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by the Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Developer and only to the extent that the cost of repair or correction is

not recovered by the Developer from insurance, sureties, Subcontractors or suppliers.

2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

2.1.6.1 Salaries and other compensation of the Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

2.1.6.2 Expenses of the Developer's principal office and offices other than the Project Field Office.

2.1.6.3 Overhead and general expenses, except as may be expressly included in this Section 2.

2.1.6.4 The Developer's capital expenses, including interest on the Developer's capital employed for the Work.

2.1.6.5 Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.1.7 Developer's Fee

Four and one half of one percent (4.5%) of the Cost of the Work as described in Section 2.1.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of three and eight tenths of one percent (3.8%) of the Cost of the Work for insurance and six tenths of one percent (0.60%) of the Cost of the Work for payment and performance bonds.

2.1.9 Contingency

2.1.9.1 The Guaranteed Maximum Price includes a Developer Contingency of eight percent (8%) of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3 for potential additional construction costs for District requested changes, unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the Work.

2.1.9.2 The Developer Contingency is not intended for such things as scope changes.

2.1.9.3 The Contingency shall not be used without the agreement of the District.

2.1.9.4 The unused portion of the Developer Contingency shall be considered as cost savings and retained by the District at the end of the Project.

2.2 The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

2.3 Total Payment

In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

2.4 Changes to Guaranteed Maximum Price

2.4.1 The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

2.4.2 As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from the Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

2.4.3 The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of the Developer Contingency, if any.

2.4.4 Cost Savings

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

2.4.5 If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with the Developer.

2.4.6 If the Parties agree to a reduction or increase in the Guaranteed Maximum Price, the Loan Amount indicated in **Attachment 3** shall be adjusted accordingly and **Attachment 3** shall be amended prior to the commencement of Lease Payments.

3. Tenant Improvement Payments

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Lease Payments ("Tenant Improvement Payments"). Tenant Improvement Payments will be processed based on the amount of Work performed according to the Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price.

4. Lease Payments

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

4.1 The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

4.2 The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.3 Fair Rental Value

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.4 Each Lease Payment Constitutes a Current Expense of the District

4.4.1 The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

4.4.2 Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.4.3 The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

4.4.4 The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.4.5 The Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

5. District's Purchase Option

5.1 If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

5.2 District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this

Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

5.3 Under no circumstances can the first Option Date be on or before ninety (90) days after the Developer completes the Project and the District accepts the Project.

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ATTACHMENT 1

GENERAL CONDITIONS COSTS

Monthly General Conditions: Ninety-Five Thousand Dollars ($95,000).

[ADDITIONAL DETAIL TO BE INSERTED]

ATTACHMENT 2

GUARANTEED MAXIMUM PRICE

To be attached.

ATTACHMENT 3

SCHEDULE OF LEASE PAYMENTS

Amortization Schedule

Loan Amount:	$450,000
Interest:	5.00% Annual
Term in Months	12.00
Payment Frequency	Monthly

Payment #	Total Payment	Principal Payment	Interest Payment	Balance
				$450,000.00
1	$38,500.47	$36,667.11	$1,833.36	$413,332.89
2	$38,500.47	$36,816.50	$1,683.97	$376,516.39
3	$38,500.47	$36,966.50	$1,533.97	$339,549.89
4	$38,500.47	$37,117.10	$1,383.37	$302,432.79
5	$38,500.47	$37,268.32	$1,232.15	$265,164.47
6	$38,500.47	$37,420.16	$1,080.31	$227,744.31
7	$38,500.47	$37,572.61	$927.86	$190,171.70
8	$38,500.47	$37,725.69	$774.78	$152,446.01
9	$38,500.47	$37,879.39	$621.08	$114,566.63
10	$38,500.47	$38,033.71	$466.76	$76,532.92
11	$38,500.47	$38,188.67	$311.80	$38,344.25
12	$38,500.47	$38,344.25	$156.22	$0.00
Totals	**$462,005.64**	**$450,000.00**	**$12,005.64**	

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EXHIBIT D

GENERAL CONSTRUCTION PROVISIONS

Attached are the general construction terms and conditions for the Project.

EXHIBIT D

GENERAL CONSTRUCTION PROVISIONS FOR THE FOLLOWING PROJECT:

HATCH PHASE III, INCREMENT 4 PROJECT

BY AND BETWEEN

CABRILLO UNIFIED SCHOOL DISTRICT

AND

BLACH CONSTRUCTION COMPANY

Dated as of September 13, 2018

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1. Contract Terms and Definitions

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1 Adverse Weather. Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, or extreme temperature conditions in excess of the norm for the location and time of year it occurred based on the closest weather station data averaged over the past five years, (2) that is unanticipated and would cause unsafe work conditions and/or is unsuitable for scheduled work that should not be performed during inclement weather (i.e., exterior finishes), and (3) at the Project.

1.1.2 Approval, Approved, and/or Accepted. Written authorization, unless stated otherwise.

1.1.3 Architect (or "Design Professional in General Charge"). The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the Design Professional in General Responsible Charge as defined in DSA PR 13-02 on this Project or the Architect's authorized representative.

1.1.4 As-Builts. Reproducible blue line prints of drawings to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal. See **Record Drawings.**

1.1.5 Change Order. A written order to the Developer authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Guaranteed Maximum Price or Contract Time.

1.1.6 Claim. A Dispute that remains unresolved at the conclusion of all the applicable Dispute Resolution requirements provided herein.

1.1.7 Completion. The earliest of the date of acceptance by the District or the cessation of labor thereon for a continuous period of sixty (60) days.

1.1.8 Construction Change Directive. A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work.

1.1.9 Construction Manager. The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to District.

1.1.10 Construction Schedule. The progress schedule of construction of the Project as provided by Developer and approved by District.

1.1.11 Contract. The agreement between the District and Developer contained in the Contract Documents.

1.1.12 Contract Documents. The Contract Documents consist exclusively of the documents evidencing the agreement of the District and Developer. The Contract Documents consist of the following documents:

1.1.12.1 Non-Collusion Declaration

1.1.12.2 Site Lease

1.1.12.3 Facilities Lease, including Exhibits A- G

1.1.12.3.1 Performance Bond

1.1.12.3.2 Payment Bond (Developer's Labor & Material Bond)

1.1.12.3.3 Registered Subcontractors List

1.1.12.3.4 Hazardous Materials Procedures and Requirements

1.1.12.3.5 Workers' Compensation Certification

1.1.12.3.6 Prevailing Wage Certification

1.1.12.3.7 Disabled Veterans Business Enterprise Participation Certification (if applicable)

1.1.12.3.8 Drug-Free Workplace Certification

1.1.12.3.9 Tobacco-Free Environment Certification

1.1.12.3.10 Hazardous Materials Certification

1.1.12.3.11 Lead-Based Materials Certification (if applicable)

1.1.12.3.12 Imported Materials Certification (if applicable)

1.1.12.3.13 Criminal Background Investigation/Fingerprinting Certification

1.1.12.3.14 Roofing Project Certification

1.1.12.3.15 Iran Contracting Act Certification

1.1.12.3.16 Skilled and Trained Workforce Certification

1.1.12.3.17 Escrow Agreement for Security Deposits in Lieu of Retention (if used)

1.1.12.3.18 Agreement and Release of Any and All Claims

1.1.12.4 All Plans, Technical Specifications, and Drawings

1.1.12.5 Any and all addenda to any of the above documents

1.1.12.6 Any and all change orders or written modifications to the above documents if approved in writing by the District

1.1.13 Contract Time. The time period stated in the Facilities Lease for the completion of the Work.

1.1.14 Daily Job Report(s). Daily Project reports prepared by the Developer's employee(s) who are present on Site, which shall include the information required herein.

1.1.15 Day(s). Unless otherwise designated, day(s) means calendar day(s).

1.1.16 Department of Industrial Relations (or "DIR"). DIR is responsible, among other things, for labor compliance monitoring and enforcement of California prevailing wage laws and regulations for public works contracts.

1.1.17 Design Professional in General Responsible Charge. See definition of Architect above.

1.1.18 Developer. The person or persons identified in the Facilities Lease as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

1.1.19 Dispute. A separate demand by Developer for a time extension, or payment of money or damages arising from Work done by or on behalf of the Developer pursuant to the Contract and payment of which is not otherwise expressly provided for or Developer is not otherwise entitled to; or an amount of payment disputed by the District.

1.1.20 District. The public agency or the school district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time:

1.1.20.1 Direct the Developer to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Developer will communicate with or provide notice to the District; and/or

1.1.20.2 Direct the Construction Manager or the Architect to communicate with or direct the Developer on matters for which the Contract Documents indicate the District will communicate with or direct the Developer.

1.1.21 Drawings (or "Plans"). The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.22 DSA. Division of the State Architect.

1.1.23 Force Account Directive. A process that may be used when the District and the Developer cannot agree on a price for a specific portion of work or before the Developer prepares a price for a specific portion of work and whereby the Developer performs the work as indicated herein on a time and materials basis.

1.1.24 Guaranteed Maximum Price. The total monies payable to the Developer under the terms and conditions of the Contract Documents.

1.1.25 Job Cost Reports. Any and all reports or records detailing the costs associated with work performed on or related to the Project that Developer shall maintain for the Project. Specifically, Job Cost Reports shall contain, but are not limited by or to, the following information: a description of the work performed or to be performed on the Project; quantity, if applicable, of work performed (hours, square feet, cubic yards, pounds, etc.) for the Project; Project budget; costs for the Project to date; estimated costs to complete the Project; and expected costs at completion. The Job Cost Reports shall also reflect all Contract cost codes, change orders, elements of non-conforming work, back charges, and additional services.

1.1.26 Labor Commissioner's Office (or "Labor Commissioner"). Also known as the Division of Labor Standards Enforcement ("DLSE"): Division of the DIR responsible for adjudicating wage claims, investigating discrimination and public works complaints, and enforcing Labor Code statutes and Industrial Welfare Commission orders.

1.1.27 Material Safety Data Sheets (or "MSDS"). A form with data regarding the properties for potentially harmful substances handled in the workplace.

1.1.28 Municipal Separate Storm Sewer System (or "MS4"). A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1.1.29 Plans. See "Drawings."

1.1.30 Premises. The real property on which the Site is located.

1.1.31 Product(s). New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.32 Product Data. Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Developer to illustrate a material, product, or system for some portion of the Work.

1.1.33 Project. The planned undertaking as provided for in the Contract Documents.

1.1.34 Project Inspector (or "Inspector"). The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.35 Project Labor Agreement (or "PLA"). A prehire collective bargaining agreement in accordance with Public Contract Code section 2500 *et seq*. that establishes terms and conditions of employment for a specific

construction project or projects and/or is an agreement described in Section 158(f) of Title 29 of the United States Code.

1.1.36 Program Manager. The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for the Project that is the subject of the Contract Documents, then all references to Program Manager herein shall be read to refer to District.

1.1.37 Proposed Change Order. A Proposed Change Order ("PCO") is a written request prepared by the Developer requesting that the District, the Construction Manager and the Architect issue a Change Order based upon a proposed change to the Work.

1.1.38 Provide. Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.39 Qualified SWPPP Practitioners ("QSP"). Certified personnel that attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

1.1.40 Record Drawings. Unless otherwise defined in the Special Conditions, Reproducible drawings (or Plans) prepared pursuant to the requirements of the Contract Documents, that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project. See also "As-Builts."

1.1.41 Request for Information ("RFI" or "RFIs"). A written request prepared by the Developer requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Developer believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.42 Request for Substitution for Specified Item. A request by Developer to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.43 Safety Orders. Written and/or verbal orders for construction issued by the California Division of Occupational Safety and Health ("Cal/OSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

1.1.44 Safety Plan. Developer's safety plan specifically adapted for the Project. Developer's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these Construction Provisions.

1.1.45 Samples. Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in

accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.46 Shop Drawings. All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Developer, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.47 Site. The Project site as shown on the Drawings.

1.1.48 Specifications. That portion of the Contract Documents, Division 1 through Division 49, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.49 State. The State of California.

1.1.50 Storm Water Pollution Prevention Plan (or "SWPPP"). A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

1.1.51 Subcontractor. A contractor and/or supplier who is under contract with the Developer or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.52 Submittal Schedule. The schedule of submittals as provided by Developer and approved by District.

1.1.53 Surety. The person, firm, or corporation that executes as surety the Developer's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.54 Work. All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2 Laws Concerning the Contract Documents

The Contract is subject to all provisions of the Constitution and laws of California and the United States governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.3 No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract Documents, shall affect or modify any of

the terms or obligations contained in any of the documents comprising the Contract Documents.

1.4 No Assignment

Except as specifically permitted in the Facilities Lease, Developer shall not assign the Contract Documents or any part thereof including, without limitation, any services or money to become due hereunder without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to become due under the Contract Documents shall be subject to a prior lien for services rendered or material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with the Contract Documents. Developer shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

1.5 Notice and Service Thereof

1.5.1 Any notice from one party to the other or otherwise under the Contract Documents shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of that party. Notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1.5.1.1 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2 If notice is given by overnight delivery service, it shall be considered delivered one (1) day after date deposited, as indicated by the delivery service.

1.5.1.3 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered five (5) days after date deposited, as indicated by the postmarked date.

1.5.1.4 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.6 No Waiver

The failure of District in any one or more instances to insist upon strict performance of any of the terms of the Contract Documents or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract Documents, nor shall any action or failure to act constitute an approval of or

acquiescence on any breach thereunder, except as may be specifically agreed in writing.

1.7 Substitutions For Specified Items

Developer shall not substitute different items for any items identified in the Contract Documents without prior written approval of the District, unless otherwise provided in the Contract Documents.

1.8 Materials and Work

1.8.1 Except as otherwise specifically stated in the Contract Documents, Developer shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete the Work, in a good and workmanlike manner, within the Contract Time.

1.8.2 Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds and grades as noted or specified, and workmanship shall be of high quality, and Developer shall use all diligence to inform itself fully as to the required manufacturer's instructions and to comply therewith.

1.8.3 Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected from the elements, theft, vandalism, or other loss or damage as required.

1.8.4 For all materials and equipment specified or indicated in the Drawings and Specifications, the Developer shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

1.8.5 Developer shall, after award of the Project by District and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Developer shall, upon demand from District, present documentary evidence showing that orders have been placed.

1.8.6 In the event of Developer's neglect in complying or failure to comply with the above instructions, District reserves the right, but has no obligation, to place orders for such materials and/or equipment as the District may deem advisable so that the Work may be completed by the date specified in the Facilities Lease, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Developer or deducted from payment(s) to Developer.

1.8.7 Developer warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Developer further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract Documents shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Developer may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Developer shall advise District as to owner thereof.

1.8.8 Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Developer for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Developer in hands of District (e.g., Stop Payment Notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for Work when no formal contract is entered into for such material.

1.8.9 Title to new materials and/or equipment for the Work of the Contract Documents and attendant liability for its protection and safety shall remain with Developer until incorporated in the Work of the Contract Documents and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of the Contract Documents. Should the District, in its discretion, allow the Developer to store materials and/or equipment for the Work off-site, Developer will store said materials and/or equipment at a bonded warehouse and with appropriate insurance coverage at no cost to District. Developer shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

2. [Reserved]

3. Architect

3.1 The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract Documents.

3.2 Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3 Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4 Developer shall provide District and the Construction Manager with a copy of all written communication between Developer and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and change order requests.

4. Construction Manager

4.1 If a Construction Manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract Documents on the District's behalf. After execution of the Contract Documents, all correspondence and/or instructions from Developer and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Developer's responsibility.

4.2 The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager in good faith, shall not give rise to any duty or responsibility of the Construction Manager to: the Developer, any Subcontractor, or their agents, employees, or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

4.3 If the District does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as District.

5. Inspector, Inspections, and Tests

5.1 Project Inspector

5.1.1 One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

5.1.2 No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Developer shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector at least 48 hours in advance of the commencement and completion of construction of

each and every aspect of the Work. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx. Inspection of Work shall not relieve Developer from an obligation to fulfill the Contract Documents. Project Inspector(s) and the DSA are authorized to suspend work whenever the Developer and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Developer shall instruct its Subcontractors and employees accordingly.

5.1.3 If Developer and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-Site, this shall only be done if it is allowable pursuant to applicable regulations and DSA approval, if the Project Inspector(s) agree to do so, and at the expense of the Developer.

5.2 Tests and Inspections

5.2.1 Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

5.2.2 The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Developer. The Developer shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection. This notice shall be provided, at a minimum, seventy-two (72) hours prior to the inspection of the material that needs to be tested.

5.2.3 The Developer shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents that must by terms of the Contract Documents be tested so that the District may arrange for the testing of same at the source of supply. This notice shall be provided, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.2.4 Any material shipped by the Developer from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.2.5 The District will select the testing laboratory and pay for the costs for all tests and inspections. Developer shall reimburse the District for any and all laboratory costs or other testing costs for any materials found to be not in compliance with the Contract Documents. At the District's discretion, District may elect to deduct laboratory or other testing costs for noncompliant materials from the Guaranteed Maximum Price, and such deduction shall not constitute a withholding.

5.3 Costs for After Hours and/or Off Site Inspections

If the Developer performs Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be borne by the

Developer and may be invoiced to the Developer by the District or the District may deduct those expenses from the next Tenant Improvement Payment.

6. Developer

Developer shall construct and complete, in a good and workmanlike manner, the Work for the Guaranteed Maximum Price including any adjustment(s) to the Guaranteed Maximum Price pursuant to provisions herein regarding changes to the Guaranteed Maximum Price. Except as otherwise noted, Developer shall provide and pay for all labor, materials, equipment, permits (excluding DSA), fees, licenses, facilities, transportation, taxes, bonds and insurance, and services necessary for the proper execution and completion of the Work, except as indicated herein.

6.1 Status of Developer

6.1.1 Developer is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Developer or any of Developer's Subcontractors, agents or employees. Developer assumes exclusively the responsibility for the acts of its agents and employees as they relate to the services to be provided during the course and scope of their employment. Developer, its Subcontractors, and its agents and employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Developer's activities to determine compliance with the terms of the Contract Documents.

6.1.2 As required by law, Developer and all Subcontractors shall be properly licensed and regulated by the Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827 (Post Office Box 26000, Sacramento, California 95826), http://www.cslb.ca.gov.

6.1.3 As required by law, Developer and all Subcontractors shall be properly registered as public works contractors by the Department of Industrial Relations at https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm or current URL.

6.1.4 Developer represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Work required under this Contract and that no person having any such interest shall be employed by Developer.

6.2 Project Inspection Card(s)

Developer shall verify that forms DSA 152 (or most current version applicable at the time the Work is performed) are issued for the Project prior to the commencement of construction.

6.3 Developer's Supervision

6.3.1 During progress of the Work, Developer shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, an experienced and competent project manager and construction superintendent who are employees of the Developer, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

6.3.2 The project manager and construction superintendent shall both speak fluently the predominant language of the Developer's employees.

6.3.3 Before commencing the Work herein, Developer shall give written notice to District of the name of its project manager and construction superintendent. Neither the Developer's project manager nor construction superintendent shall be changed except with prior written notice to District. If the Developer's project manager and/or construction superintendent proves to be unsatisfactory to Developer, or to District, any of the District's employees, agents, the Construction Manager, or the Architect, Developer shall immediately notify District in writing before any change occurs, but no less than two (2) business days prior. Any replacement of the project manager and/or construction superintendent shall be made promptly and must be satisfactory to the District. The Developer's project manager and construction superintendent shall each represent Developer, and all directions given to Developer's project manager and/or construction superintendent shall be as binding as if given to Developer.

6.3.4 Developer shall give efficient supervision to Work, using its best skill and attention. Developer shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Developer or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). Developer shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.3.5 All contractors doing work on the Project will provide their workers with identification badges. These badges will be worn by all members of the contractor's staff who are working in a District facility.

6.3.5.1 Badges must be filled out in full and contain the following information:

6.3.5.1.1 Name of contractor

6.3.5.1.2 Name of employee

6.3.5.1.3 Contractor's address and phone number

6.3.5.2 Badges are to be worn when the Developer or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program

Manager, or the Project Inspector to review the information on the badges upon request.

6.3.5.3 Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the contractor.

6.4 Duty to Provide Fit Workers

6.4.1 Developer and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Developer to ensure compliance with this requirement. District may require Developer to permanently remove unfit persons from Project Site.

6.4.2 Any person in the employ of Developer or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

6.4.3 The Developer shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.4.4 If Developer intends to make any change in the name or legal nature of the Developer's entity, Developer shall first notify the District in writing prior to making any contemplated change. The District shall determine in writing if Developer's intended change is permissible while performing the Work.

6.5 Field Office

Developer shall provide on the Work Site a temporary office.

6.6 Purchase of Materials and Equipment

The Developer is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays.

6.7 Documents on Work

6.7.1 Developer shall at all times keep on the Work Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and Titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Developer shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the

duties of Contractor, Title 24, Part 1, California Code of Regulations, Section 4-343.) Developer shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17. Developer shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of Title 24.

6.7.2 Daily Job Reports

6.7.2.1 Developer shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Developer's employee(s) who are present on Site, and must include, at a minimum, the following information:

6.7.2.1.1 A brief description of all Work performed on that day.

6.7.2.1.2 A summary of all other pertinent events and/or occurrences on that day.

6.7.2.1.3 The weather conditions on that day.

6.7.2.1.4 A list of all Subcontractor(s) working on that day.

6.7.2.1.5 A list of each Developer employee working on that day and the total hours worked for each employee.

6.7.2.1.6 A complete list of all equipment on Site that day, whether in use or not.

6.7.2.1.7 A complete list of all materials, supplies, and equipment delivered on that day.

6.7.2.1.8 A complete list of all inspections and tests performed on that day.

6.7.2.2 Each day Developer shall provide a copy of the previous day's Daily Job Report to the District or the District's Construction Manager.

6.8 Preservation of Records

Developer shall maintain, and District shall have the right to inspect, Developer's financial records for the Project, including, without limitation, Job Cost Reports for the Project in compliance with the criteria set forth herein. The District shall have the right to examine and audit all Daily Job Reports or other Project records of Developer's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, Job Cost Reports, payroll, payment, timekeeping and tracking documents; and as it pertains to change orders, all books, estimates, records, contracts, documents, cost data, subcontract job cost reports, and other data of the Developer, any Subcontractor, and/or supplier, including computations and projections related to estimating, negotiating, pricing, or performing the Work or

modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any documents held in escrow by the District. The Developer shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Facilities Lease. Notwithstanding the provisions above, Developer shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.9 Integration of Work

6.9.1 Developer shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.

6.9.2 Developer shall make its own layout of lines and elevations and shall be responsible for the accuracy of both Developer's and Subcontractors' work resulting therefrom.

6.9.3 Developer and all Subcontractors shall take all field dimensions required in performance of the Work, and shall verify all dimensions and conditions on the Site. All dimensions affecting proper fabrication and installation of all Work must be verified prior to fabrication by taking field measurements of the true conditions. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the Work, Developer shall bring such discrepancies to the attention of the District and Architect for adjustment before proceeding with the Work.

6.9.4 All costs caused by noncompliant, defective, or delayed Work shall be borne by Developer, inclusive of repair work.

6.9.5 Developer shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of District.

6.10 Notifications

6.10.1 Developer shall notify the Architect and Project Inspector, in writing, of the commencement of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

6.10.2 Developer shall notify the Architect and Project Inspector, in writing, of the completion of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector.

6.11 Obtaining of Permits, Licenses and Registrations

Developer shall secure and pay for any permits (except DSA), licenses, registrations, approvals, and certificates necessary for prosecution of Work, including but not limited to those listed in the Special Conditions, Exhibit D-1, if any, before the date of the commencement of the Work or before the permits, licenses, registrations, approvals and certificates are legally required to continue the Work without interruption. The Developer shall obtain and pay, only when legally required, for all licenses, approvals, registrations, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract Documents. All final permits, licenses, registrations, approvals and certificates shall be delivered to District before demand is made for final payment. The costs associated with said permits, licenses, registrations, approvals and certificates shall be direct reimbursement items and are not subject to any markup.

6.12 Royalties and Patents

6.12.1 Developer shall obtain and pay, when legally required, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date the license is legally required to continue the Work without interruption. Developer shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold the District, Construction Manager and the Architect harmless and indemnify them from loss on account thereof except when a particular design, process, or make or model of product is required by the Contract Documents. However, if the Developer has reason to believe that the required design, process, or product is an infringement of a patent or copyright, the Developer shall indemnify and defend the District, Construction Manager and Architect against any loss or damage.

6.12.2 The review by the District, Construction Manager or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be only as to its adequacy for the Work and shall not constitute approve use by the Developer in violation of any patent or other rights of any person or entity.

6.13 Work to Comply With Applicable Laws and Regulations

6.13.1 Developer shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Developer observes that Drawings and Specifications are at variance with any applicable laws, ordinances, rules and regulations, or should Developer become aware of the development of conditions not covered by Contract Documents that may result in finished Work being at variance therewith, Developer shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in this Exhibit D for changes in Work.

6.13.1.1 National Electrical Safety Code, U. S. Department of Commerce

6.13.1.2 National Board of Fire Underwriters' Regulations

6.13.1.3 Uniform Building Code, latest addition, and the California Code of Regulations, title 24, and other amendments

6.13.1.4 Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

6.13.1.5 Industrial Accident Commission's Safety Orders, State of California

6.13.1.6 Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

6.13.1.7 Americans with Disabilities Act

6.13.1.8 Education Code of the State of California

6.13.1.9 Government Code of the State of California

6.13.1.10 Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

6.13.1.11 Public Contract Code of the State of California

6.13.1.12 California Art Preservation Act

6.13.1.13 U. S. Copyright Act

6.13.1.14 U. S. Visual Artists Rights Act

6.13.2 Developer shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.).

6.13.3 If Developer performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Developer shall bear all costs arising therefrom and arising from the correction of said Work.

6.13.4 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Developer shall use its best efforts to satisfy the requirements of such bodies or agencies applicable at the time the Work is performed, and as determined by those bodies or agencies.

6.14 Safety/Protection of Persons and Property

6.14.1 The Developer will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.14.2 The wearing of hard hats will be mandatory at all times for all personnel on Site. Developer shall supply sufficient hard hats to properly equip all employees and visitors.

6.14.3 Any construction review of the Developer's performance is not intended to include review of the adequacy of the Developer's safety measures in, on, or near the Work Site.

6.14.4 Implementation and maintenance of safety programs shall be the sole responsibility of the Developer.

6.14.5 The Developer shall furnish to the District a copy of the Developer's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.14.6 Developer shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Contract Documents and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Developer's risk.

6.14.7 Developer shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Developer shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

6.14.8 Hazards Control –Developer shall store volatile wastes in approved covered metal containers and remove them from the Site daily. Developer shall prevent accumulation of wastes that create hazardous conditions. Developer shall provide adequate ventilation during use of volatile or noxious substances.

6.14.9 Developer shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Developer.

6.14.10 Developer shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Developer shall correct such violation promptly.

6.14.11 Developer shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

6.14.12 In an emergency affecting safety of life or of work or of adjoining property, Developer, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Developer on account of emergency work shall be determined by agreement.

6.14.13 All salvage materials will become the property of the Developer and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by District.

6.14.14 All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

6.14.15 Developer shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.14.16 The Developer shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Developer shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Developer shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

6.14.17 Developer shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

6.14.18 Developer shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Developer shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.14.19 Developer, Developer's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire or behavior

will be permitted. District may require Developer to permanently remove non-complying persons from Project Site.

6.14.20 Developer shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Developer shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

6.14.21 In the event that the Developer enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Developer shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to the commencement of any Work on or about the adjacent property. The Developer shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.15 General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities ("General Permit")

6.15.1 Developer acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities (storm water requirements), without limitation:

6.15.1.1 A Municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

6.15.1.2 A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:

6.15.1.2.1 Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.

6.15.1.2.2 Construction sites where:

6.15.1.2.2.1 One (1) or more acres of soil will be disturbed, or

6.15.1.2.2.2 The Project is part of a larger common plan of development that disturbs more than one (1) acre of soil.

6.15.2 Developer shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

6.15.3 At no additional cost to the District, Developer shall provide a Qualified Storm Water Practitioner who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:

6.15.3.1 At least forty eight (48) hours prior to a forecasted rain event, implementing the Rain Event Action Plan (REAP) for any rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site; and

6.15.3.2 Monitoring any Numeric Action Levels (NALs), if applicable.

6.16 Working Evenings and Weekends

Developer may be required to work evenings and/or weekends at no additional cost to the District. Developer shall perform all evening and/or weekend work in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Developer shall reimburse the District for any Inspector charges necessitated by the Developer's evening and/or weekend work.

6.17 Cleaning Up

6.17.1 The Developer shall provide all services, labor, materials, and equipment necessary for protecting and securing the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Developer shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Developer must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Developer at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

6.17.2 Developer at all times shall keep Premises, including property immediately adjacent thereto, free from debris such as waste, rubbish (including personal rubbish of workers, e.g., food wrappers, etc.), and excess materials and equipment caused by the Work. Developer shall not leave debris under, in, or about the Premises (or surrounding property or neighborhood), but shall promptly remove same from the Premises on a daily basis. If Developer fails to clean up, District may do so and the cost thereof shall be charged to Developer. If the Contract calls for Work on an existing facility, Developer shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for the continuing education process. Developer shall comply with all related provisions of the Specifications.

6.17.3 If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Developer a 24-hour written notice to mitigate the condition.

6.17.4 Should the Developer fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Guaranteed Maximum Price, or District may withhold those amounts from payment(s) to Developer.

7. Subcontractors

7.1 Developer shall provide the District with information for all of Developer's Subcontracts and Subcontractors as indicated in the Developer's Submittals and Schedules Section herein.

7.2 No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of the Contract Documents.

7.3 Developer agrees to bind every Subcontractor by terms of the Contract Documents as far as those terms that are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Developer subcontracts any part of the Work called for by the Contract Documents, Developer shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, including Subcontractor caused Project delays, as it is for acts and omissions of persons directly employed by Developer. The divisions or sections of the Specifications and/or the arrangements of the drawings are not intended to control the Developer in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4 District's consent to, or approval of, or failure to object to, any Subcontractor under the Contract Documents shall not in any way relieve Developer of any obligations under the Contract Documents and no such consent shall be deemed to waive any provisions of the Contract Documents.

7.5 Developer is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein including, without limitation, section 1775 and the Developer's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6 Developer shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.6.1 If the Contract is valued at $1 million or more and plans to use state bond funds, then Developer is responsible for ensuring that first-tier Subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses, are prequalified by the District to work on the Project pursuant to Public Contract Code section 20111.6.

7.6.2 Developer is responsible for ensuring that all Subcontractors are properly registered as public works contractors by the Department of Industrial Relations.

7.7 Developer is solely responsible for settling any differences between the Developer and its Subcontractor(s) or between Subcontractors.

7.8 Developer must include in all of its subcontracts the assignment provisions indicated in the Termination section of these Construction Provisions.

8. Other Contracts/Contractors

8.1 District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Developer shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Developer's Work with the work of other contractors.

8.2 Developer shall protect the work of any other contractor that Developer encounters while working on the Project.

8.3 If any part of Developer's Work depends for proper execution or results upon work of District or any other contractor, the Developer shall visually inspect, and with reasonable effort, physically inspect all accessible portions of District's or any other contractor's work and, before proceeding with its Work, promptly report to the District in writing any defects in District's or any other contractor's work that render Developer's Work unsuitable for proper execution and results. Developer shall be held accountable for damages to District for District's or any other contractor's work that Developer failed to inspect or should have inspected. Developer's failure to inspect and report shall constitute Developer's acceptance of all District's or any other contractor's work as fit and proper for reception of Developer's Work, except as to defects that may develop in District's or any other contractor's work after execution of Developer's Work and not caused by execution of Developer's Work.

8.4 To ensure proper execution of its subsequent Work, Developer shall measure and inspect Work already in place and shall at once report to the District in writing any discrepancy between that executed Work and the Contract Documents.

8.5 Developer shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Developer may perform under the Contract in light of the other contracts, if any.

8.6 Nothing herein contained shall be interpreted as granting to Developer exclusive occupancy of the Site, the Premises, or of the Project. Developer shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Developer's obligations under the Contract Documents, Developer shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

9. Drawings and Specifications

9.1 A complete list of all Drawings that form a part of the Contract Documents are to be found as an index on the Drawings themselves, and/or may be provided to the Developer and/or in the Table of Contents.

9.2 Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3 Trade Name or Trade Term

It is not the intention of the Contract Documents to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Developer that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

9.4 The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

9.5 Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Developer observes that Drawings and Specifications are in conflict with the Contract Documents, Developer shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

9.6 Figured dimensions shall be followed in preference to scaled dimensions, and the Developer shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any work, each Developer shall verify all measurements at the building and shall be responsible for the correctness of same.

9.7 Should any question arise concerning the intent or meaning of the Contract Documents, including the Plans and Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, these Construction Provisions shall control over the Facilities Lease, which shall control over the Site Lease, which shall control over Division 1 Documents, which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity of material or workmanship control. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications.

9.8 Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where

referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract Documents within the limits specified.

9.9 As required by Section 4-317(c), Part 1, Title 24, CCR: "Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the DSA-approved documents wherein the finished work will not comply with Title 24, California Code of Regulations, a construction change document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work."

9.10 Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Developer in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Developer nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Developer, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. Developer's Submittals and Schedules

Developer's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.

10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values.

10.1.1 The Developer shall comply with the construction schedule attached to the Facilities Lease as Exhibit F ("Construction Schedule"). [To be attached when available.]

10.1.2 Developer must provide all schedules both in hard copy and electronically, in a format (e.g. Microsoft Project or Primavera) approved in advance by the District.

10.1.3 The District will review the schedules submitted and the Developer shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.1.4 The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.5 All submittals and schedules must be approved by the District before Developer can rely on them as a basis for payment.

10.1.6 Within TEN (10) calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the Developer shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

10.1.6.1 Preliminary Schedule

A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's completion date(s) as may be required by the District.

10.1.6.2 Preliminary Schedule of Values

A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Unless the Special Conditions contain different limits, this preliminary schedule of values shall include, at a minimum, the following information and the following structure:

10.1.6.2.1 Divided into at least the following categories:

10.1.6.2.1.1 Overhead and profit

10.1.6.2.1.2 Supervision

10.1.6.2.1.3 General conditions

10.1.6.2.1.4 Layout

10.1.6.2.1.5 Mobilization

10.1.6.2.1.6 Submittals

10.1.6.2.1.7 Bonds and insurance

10.1.6.2.1.8 Close-out/Certification documentation

10.1.6.2.1.9 Demolition

10.1.6.2.1.10 Installation

10.1.6.2.1.11 Rough-in

10.1.6.2.1.12 Finishes

10.1.6.2.1.13 Testing

10.1.6.2.1.14 Punch list and acceptance

10.1.6.2.2 And also divided by each of the following areas:

10.1.6.2.2.1 Site work

10.1.6.2.2.2 By each building

10.1.6.2.2.3 By each floor

10.1.6.2.3 The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

10.1.6.2.3.1 Mobilization and layout combined to equal not more than 1%.

10.1.6.2.3.2 Submittals, samples and shop drawings combined to equal not more than 3%.

10.1.6.2.3.3 Bonds and insurance combined to equal not more than 4.4%.

10.1.6.2.4 Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

10.1.6.2.5 Notwithstanding any provision of the Contract Documents to the contrary, payment of the Developer's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.6.2.6 Developer shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Developer’s bid. The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Developer, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Developer shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

10.1.6.2.7 Once the preliminary schedule of values is approved by the District, this shall become the Schedule of

Values. The Schedule of Values shall not be thereafter modified or amended by the Developer without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

10.1.6.3 Schedule of Values

The Developer shall provide for District review and approval prior to commencement of the Work a schedule of values for all of the Work, which includes quantities and prices of items aggregating the Guaranteed Maximum Price and subdivided into component parts as per specifications. The Schedule of Values shall not be modified or amended by the Developer without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District. The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.6.4 Preliminary Schedule of Submittals

A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule. Upon request by the District, Developer shall provide an electronic copy of all submittals to the District. All submittals shall be submitted no later than 90 days after the Notice to Proceed.

10.1.6.5 Safety Plan

Developer's Safety Plan specifically adapted for the Project shall comply with the following requirements:

10.1.6.5.1 All applicable requirements of California Division of Occupational Safety and Health ("Cal/OSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

10.1.6.5.2 All provisions regarding Project safety, including all applicable provisions in these Construction Provisions.

10.1.6.5.3 Developer's Safety Plan shall be in English and in the language(s) of the Developer's and its Subcontractors' employees.

10.1.6.6 Complete Registered Subcontractor List

The name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration

number, and monetary value of all Subcontracts of any tier for parties furnishing labor, material, or equipment for completion of the Project.

10.2 Monthly Progress Schedule(s)

10.2.1 Developer shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed as well as updating the Registered Subcontractors List. The monthly Progress Schedule shall be sent as noted below and, if also requested by District, within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.2.2 Developer shall submit Monthly Progress Schedule(s) with all payment applications.

10.2.3 Developer must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.2.4 District will review the schedules submitted and Developer shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.2.5 District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.2.6 All submittals and schedules must be approved by the District before Developer can rely on them as a basis for payment.

10.3 Material Safety Data Sheets (MSDS)

Developer is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the federal "Hazard Communication" standard, or employees' "right to know" law. The Developer is also required to ensure proper labeling on substances brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

11. Site Access, Conditions, And Requirements

11.1 Site Investigation

Developer has made a careful investigation of the Site and is familiar with the requirements of the Contract Documents and has accepted the readily observable, existing conditions of the Site.

11.2 Soils Investigation Report

When a soils investigation report obtained from test holes at Site or for the Project is available, that report may be made available to the Developer but shall not be a part of this Contract but shall not alleviate or excuse Developer's obligation to perform its own investigation. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Developer may not rely thereon.

11.3 Access to Work

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Developer shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

11.4 Layout and Field Engineering

11.4.1 All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Developer at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

11.4.2 The Developer shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. District shall not be liable for any claim for allowances because of Developer's error or negligence in acquainting itself with the conditions at the Site.

11.4.3 Developer shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Developer shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

Developer shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8 Regional Notification Center

The Developer, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Developer unless an inquiry identification number has been assigned to the Developer or any Subcontractor and the Developer has given the District the identification number. Any damages arising from Developer's failure to make appropriate notification shall be at the sole risk and expense of the Developer. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Developer and shall not be considered for an extension of the Contract Time.

11.9 Existing Utility Lines

11.9.1 Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under the Contract Documents with respect to any such utility facilities that are not identified in the Plans and Specifications. Developer shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2 Locations of existing utilities provided by District shall not be considered exact, but approximate within a reasonable margin and shall not relieve Developer of its responsibilities to exercise reasonable care and to pay all costs of repair due to Developer's failure to do so. District shall compensate Developer for the costs of locating, repairing damage not due to the failure of Developer to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.9.3 No provision herein shall be construed to preclude assessment against Developer for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines. Whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

11.9.4 If Developer, while performing Work under this Contract, discovers utility facilities not identified by District in Contract Plans and Specifications, Developer shall immediately notify the District and the utility in writing. In the event Developer fails to immediately provide notice and subsequently causes damage to the utility facilities, the cost of repair for damage to above-mentioned visible facilities shall be borne by the Developer.

11.10 Notification

Developer understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Developer to promptly notify the District in writing, pursuant to these provisions, shall constitute Developer's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11 Hazardous Materials

Developer shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.12 No Signs

Neither the Developer nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences, trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

12. Trenches

12.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Guaranteed Maximum Price exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Developer shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

12.3 No Tort Liability of District

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

12.4 No Excavation without Permits

The Developer shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

12.5.1 Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Developer shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

12.5.1.1 Material that the Developer believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.5.1.2 Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3 Unknown physical conditions at the Project Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

12.5.2 The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Developer's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3 In the event that a dispute arises between District and the Developer whether the conditions materially differ or cause a decrease or increase in the Developer's cost of, or time required for, performance of any part of the Work, the Developer shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Developer shall retain any and all rights provided either by the Contract Documents or by law that pertain to the resolution of disputes and protests.

13. Insurance and Bonds

13.1 Developer's Insurance

The Developer shall comply with the insurance requirements as indicated in the Facilities Lease.

13.2 Contract Security – Bonds

13.2.1 Developer shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 Performance Bond

A bond in an amount at least equal to one hundred percent (100%) of Guaranteed Maximum Price as security for faithful performance of the Contract Documents.

13.2.1.2 Payment Bond

A bond in an amount at least equal to one hundred percent (100%) of the Guaranteed Maximum Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2 Cost of bonds shall be included in the Guaranteed Maximum Price.

13.2.3 All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

14. Warranty/Guarantee/Indemnity

14.1 Warranty/Guarantee

14.1.1 The Developer shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2 In addition to guarantees and warranties required elsewhere, Developer shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of ONE (1) year after the later of the following dates, unless a longer period is provided for in the Contract Documents:

14.1.2.1 The acceptance by the District, or its agent, of the Work, subject to these General Conditions, or

14.1.2.2 The date that commissioning for the Project, if any, was completed.

14.1.3 If any work is not in compliance with the Drawings and Specifications, Developer shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a ONE (1) year period from date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to District.

14.1.4 In the event of failure of Developer and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Developer and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Developer and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.5 If any work is not in compliance with the Drawings and Specifications and if in the opinion of District said defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required above. If Developer or Surety cannot be contacted or neither complies with District's request for correction within a

reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Developer and Surety of the guarantees or warranties provided in this Article or elsewhere in this Agreement.

14.1.6 The above provisions do not in any way limit the guarantees or warranties on any items for which a longer guarantee or warranty is specified or on any items for which a manufacturer gives a guarantee or warranty for a longer period. Developer shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

14.1.7 Nothing herein shall limit any other rights or remedies available to District.

14.2 Indemnity

Developer shall indemnify the District as indicated in the Facilities Lease.

15. Time

15.1 Notice to Proceed

15.1.1 District may issue a Notice to Proceed within ninety (90) days from the date of the Notice of Award. Once Developer has received the Notice to Proceed, Developer shall complete the Work within the period of time indicated in the Contract Documents.

15.1.2 In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Developer, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Developer that Developer shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

15.1.3 If the Developer believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Developer, Developer may terminate the Contract. Developer's termination due to a postponement shall be by written notice to District within ten (10) days after receipt by Developer of District's notice of postponement. It is further understood by Developer that in the event that Developer terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Developer for the Work that Developer had performed at the time of notification of postponement.

15.2 Computation of Time / Adverse Weather

15.2.1 The Developer will only be allowed a time extension for Adverse Weather conditions if requested by Developer in compliance with the time extension request procedures and only if all of the following conditions are met:

15.2.1.1 The weather conditions constitute Adverse Weather, as defined herein.

15.2.1.2 Developer can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather.

15.2.1.3 The Developer's crew is dismissed as a result of the Adverse Weather;

15.2.1.4 Said delay adversely affect the critical path in the Construction Schedule; and

15.2.1.5 The number of days of delay for the month the following parameters:

January	6	July	0
February	5	August	0
March	5	September	1
April	4	October	1
May	1	November	3
June	0	December	5

15.2.2 If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated herein.

15.2.3 The Developer shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

15.2.4 The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.3 Hours of Work

15.3.1 Sufficient Forces

Developer and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work

may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

15.3.3 No Work during State Testing

Developer shall coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests. The District or District's Representative will provide Developer with a schedule of test dates concurrent with the District's issuance of the Notice to Proceed, or as soon as test dates are made available to the District.

15.4 Progress and Completion

15.4.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract Documents. By executing the Facilities Lease, the Developer confirms that the Contract Time is a reasonable period for performing the Work.

15.4.2 No Commencement Without Insurance or Bonds

The Developer shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Developer commences Work without insurance and bonds, all Work is performed at Developer's peril and shall not be compensable until and unless Developer secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

15.5 Schedule

Developer shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in these Construction Provisions.

15.6 Expeditious Completion

The Developer shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. Extensions of Time – Liquidated Damages

16.1 Liquidated Damages

Developer and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Developer shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Facilities Lease for each calendar day of delay in Completion. Developer and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2 Excusable Delay

16.2.1 Developer shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault of Developer or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Developer shall, within five (5) calendar days of beginning of any delay, notify District in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Developer has timely submitted the Construction Schedule as required herein.

16.2.2 Developer shall notify the District pursuant to the claims provisions in these Construction Provisions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3 In the event the Developer requests an extension of Contract Time for unavoidable delay as set forth in subparagraph 16.2.1, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Developer fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Developer must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("Schedule Analysis"). Such Schedule Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule. (This information must be provided for any portion of any delay of seven (7) days or more.)

16.2.3.3 A recovery schedule must be submitted within twenty (20) calendar days of written notification to the District of causes of delay.

16.3 No Additional Compensation for Delays within Developer's Control

16.3.1 Developer is aware that governmental agencies and utilities, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Developer-prepared drawings or approve a proposed installation. Accordingly, Developer has included in the Guaranteed Maximum Price, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies, including without limitation delays due to California Environmental Quality Act ("CEQA") compliance. Thus, Developer is not entitled to make a claim for damages for delays arising from the review of Developer's drawings.

16.3.1.1 Developer shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.1.1.1 The District is responsible for the delay.

16.3.1.1.2 The delay is unreasonable under the circumstances involved.

16.3.1.1.3 The delay was not within the contemplation of District and Developer; and

16.3.1.1.4 Developer timely complies with the claims procedure of the Contract Documents.

16.4 Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Developer, but its use shall be determined solely by the District.

17. Changes in the Work

17.1 No Changes without Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed hereunder unless a request for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.2 Developer shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Developer shall be fully responsible for any and all delays and/or expenses caused by Developer's failure to expeditiously perform this Work.

17.1.3 Should any Change Order result in an increase in the Guaranteed Maximum Price or extend the Contract Time, the cost of or length of extension in that Change Order shall be agreed to, in writing, by the District in advance of the work by Developer. In the event that Developer proceeds with any change in Work without a Change Order executed by the District or Construction Change Directive, Developer waives any claim of additional compensation or time for that additional work. Under no circumstances shall Developer be entitled to any claim of additional compensation or time not expressly requested by Developer in a Proposed Change Order or approved by District in an executed Change Order.

17.1.4 Developer understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.2 Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Guaranteed Maximum Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, or by Architect's response(s) to RFI(s), or by Architect's Supplemental Instructions ("ASI").

17.3 Change Orders

A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Board of Education), the Developer, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

17.3.1 A description of a change in the Work.

17.3.1.1 The amount of the adjustment in the Guaranteed Maximum Price, if any; and

17.3.1.2 The extent of the adjustment in the Contract Time, if any.

17.3.2 Changes in Guaranteed Maximum Price

A Change Order Request ("COR") shall include breakdowns pursuant to the provisions herein to validate any change in Guaranteed Maximum Price.

17.3.3 Unknown and/or Unforeseen Conditions

If Developer submits a COR requesting an increase in Guaranteed Maximum Price and/or Contract Time that is based at least partially on Developer's assertion that Developer has encountered unknown and/or unforeseen condition(s) on the Project, then Developer shall base the COR on provable information that, to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the COR and the Developer shall complete the Project without any increase in Guaranteed Maximum Price and/or Contract Time based on that COR.

17.4 Proposed Change Order

17.4.1 Definition of Proposed Change Order

A Proposed Change Order ("PCO") is a written request prepared by the Developer requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work, to the Guaranteed Maximum Price, and/or to the Contract Time.

17.4.2 Changes in Guaranteed Maximum Price

A PCO shall include breakdowns and backup documentation pursuant to the provisions herein and sufficient, in the District's judgment, to validate any change in Guaranteed Maximum Price. In no case shall Developer or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

17.4.3 Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Developer fails to request a time extension in a PCO, then the Developer is thereafter precluded from requesting, and waives any right to request, additional time and/or claiming a delay. In no case shall Developer or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

17.4.4 Unknown and/or Unforeseen Conditions

If Developer submits a PCO requesting an increase in Guaranteed Maximum Price and/or Contract Time that is based at least partially on Developer's assertion that Developer has encountered unknown and/or unforeseen condition(s) on the Project, then Developer shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen. If not, the District shall deny the PCO as unsubstantiated, and the Developer shall complete the Project without any increase in Guaranteed Maximum Price and/or Contract Time based on that PCO.

17.5 Proposed Change Order Certification

In submitting a PCO, Developer certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Developer submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650, *et seq.*

17.6 Format for Proposed Change Order

17.6.1 The format at section 17.6 shall be used as applicable by the District and the Developer (e.g. Change Orders, PCOs) to communicate proposed additions and/or deductions to the Contract, supported by attached documentation.

17.6.2 Labor

Developer shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work. Labor costs shall exclude costs incurred by the Developer in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and

assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof.

17.6.3 Materials

Developer shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the District. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Developer, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the District, the costs asserted by the Developer for materials in connection with any change in the Work are excessive, or if the Developer fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the District's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The District may elect to furnish materials for the change in the Work, in which event the Developer shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

17.6.4 Equipment

As a precondition to the District's duty to pay for Equipment rental or loading and transportation, Developer shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Developer shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move the Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Developer will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Developer from the Architect, the Project Inspector, the Construction Manager and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Developer shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of a change in the Work where the Equipment or tools have a replacement value of $500.00 or less. Equipment costs claimed by the Developer in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed

such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector, Construction Manager and the District, the allowable rate for the use of Equipment in connection with the Work shall constitute full compensation to the Developer for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Developer incidental to the use of the Equipment.

17.6.5 Overhead and Profit.

The phrase "Overhead and Profit" shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, and general field and home office expenses.

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17.7 Format for Change Order Request and Proposed Change Order

The following format shall be used as applicable by the District and the Developer (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract Documents, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

	SUBCONTRACTOR PERFORMED WORK	**ADD**	**DEDUCT**
(a)	**Material** (attach supplier's invoice or itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully encumbered)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**Subtotal**		
(e)	**Add Subcontractor's overhead and profit,** not to exceed five percent (5%) of **Item (d)**		
(f)	**Subtotal**		
(g)	**Add Developer's overhead and profit**, not to exceed four and one-half percent (4.5%) of **Item (f)**		
(h)	**Subtotal**		
(i)	**Add Bond and Insurance,** at Developer's Cost, not to exceed four percent and four tenths of one percent (4.4%) of **Item (h)**		
(j)	**TOTAL**		
(k)	**Time** (zero unless indicated; "TBD" not permitted)	**__ Calendar Days**	

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	DEVELOPER PERFORMED WORK		
(a)	**Material** (attach supplier's invoice or itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully encumbered)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**Subtotal**		
(e)	**Add Developer's overhead and profit,** not to exceed nine and one-half percent (9.5%) of **Item (d).**		
(f)	**Subtotal**		
(g)	**Add Bond and Insurance,** at Developer's Cost, not to exceed four percent and four tenths of one percent (4.4%) of **Item (h)**		
(h)	**TOTAL**		
(i)	**Time** (zero unless indicated; "TBD" not permitted)	**__ Calendar Days**	

17.8 Change Order Certification

17.8.1 All Change Orders, CORs, and PCOs must include the following certification by the Developer:

The undersigned Developer approves the foregoing as to the changes, if any, and to the Guaranteed Maximum Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. and U.S. Criminal Code, 18 U.S.C. § 1001. It is understood that the changes herein to the Contract Documents shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Developer's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

17.9 Determination of Change Order Cost

17.9.1 The amount of the increase or decrease in the Guaranteed Maximum Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

17.9.1.1 District acceptance of a COR or PCO.

17.9.1.2 By amounts contained in Developer's schedule of values, if applicable.

17.9.1.3 By agreement between District and Developer.

17.10 Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deleted work less the value of any new work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. If Developer offers a proposed amount for a deductive Change Order(s) for work performed directly by the Developer, Developer shall include a minimum of nine and one half percent (9.5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work and Developer shall include a minimum of four and one half percent (4.5%). Any deviation from this provision shall not be allowed.

17.11 Addition or Deletion of Alternate Bid Item(s)

17.11.1 If a subcontractor's Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Developer's performance of the Work, the District may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the District elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents.

17.11.2 For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Developer, and the Developer shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Developer's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

17.12 Construction Change Directives

17.12.1 A Construction Change Directive is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The adjustment to the Guaranteed Maximum Price or Contract Time, if any, is subject to the provision of this section regarding Changes in the Work. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board ("SAB"), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction ("OPSC"). Any dispute as to the adjustment of the Guaranteed Maximum Price, if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.12.2 The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.13 Force Account Directives

17.13.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Developer for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

17.13.2 The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

17.13.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

17.13.4 The Developer shall be responsible for all costs related to the administration of Force Account Directives. The markup for overheard and profit for Developer modifications shall be full compensation to the Developer to administer Force Account Directives, and Developer shall not be entitled to separately recover additional amounts for overhead and/or profit.

17.13.5 The Developer shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Developer shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. The Developer will not be compensated for force account work in the event that the Developer fails to timely notify the District regarding the

commencement of force account work, or exceeding the force account budget.

17.13.6 The Developer shall diligently proceed with the work, and on a daily basis, submit a daily force account report no later than 5:00 p.m. each day on a form supplied by the District. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Developer for its records. The District will not sign, nor will the Developer receive compensation for, work the District cannot verify. The Developer will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work

17.13.7 In the event the Developer and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Developer's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

17.14 Price Request

17.14.1 Definition of Price Request

A Price Request ("PR") is a written request prepared by the Architect or Construction Manager requesting the Developer submit to the District, the Construction Manager and the Architect an estimate of the effect of a proposed change in the Work on the Guaranteed Maximum Price and the Contract Time.

17.14.2 Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Developer to provide the cost breakdowns required. The Developer shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.15 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Developer shall keep and maintain cost-accounting records satisfactory to the District, including, without limitation, Job Cost Reports as provided in these General Conditions, which shall be available to the District on the same terms as any other books and records the Developer is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Construction Manager and the Architect or the Project Inspector upon request.

In the event that the Developer fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the District's determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Developer.

17.16 Notice Required

If the Developer desires to make a claim for an increase in the Guaranteed Maximum Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein, including the Article on Claims and Disputes. No claim shall be considered unless made in accordance with this subparagraph. Developer shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Guaranteed Maximum Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.17 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Developer to the extent required by the Contract Documents.

17.18 Alteration to Change Order Language

Developer shall not alter Change Orders or reserve time in Change Orders. Change Orders altered in violation of this provision, if in conflict with the terms set forth herein, shall be construed in accordance with the terms set forth herein. Developer shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.19 Failure of Developer to Execute Change Order

Developer shall be in default of the Contract Documents if Developer fails to execute a Change Order when the Developer agrees with the addition and/or deletion of the Work in that Change Order.

18. Requests For Information

18.1 Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Developer shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Guaranteed Maximum Price, Contract Time, or the Contract Documents.

18.2 The Developer may be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Developer, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District may deduct from and/or invoice Developer for professional services arising therefrom.

19. Payments

19.1 Guaranteed Maximum Price

As compensation for Developer's construction of the Project, the District shall pay Developer pursuant to the terms of Exhibit "C" to the Facilities Lease. This is the total amount payable by the District to the Developer for performance of the Work under the Contract.

19.2 Applications for Tenant Improvement Payments

19.2.1 Procedure for Applications for Tenant Improvement Payments

19.2.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Developer shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be on a form approved by the District and shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

19.2.1.1.1 The amount paid to the date of the Application for Payment to the Developer, to all its Subcontractors, and all others furnishing labor, material, or equipment under the Contract Documents.

19.2.1.1.2 The amount being requested under the Application for Payment by the Developer on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract Documents.

19.2.1.1.3 The balance that will be due to each of such entities after said payment is made.

19.2.1.1.4 A certification that the As-Built Drawings and annotated Specifications are current.

19.2.1.1.5 Itemized breakdown of work done for the purpose of requesting partial payment.

19.2.1.1.6 An updated and acceptable construction schedule in conformance with the provisions herein.

19.2.1.1.7 The additions to and subtractions from the Guaranteed Maximum Price and Contract Time.

19.2.1.1.8 A total of the retentions held.

19.2.1.1.9 Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time.

19.2.1.1.10 The percentage of completion of the Developer's Work by line item.

19.2.1.1.11 Schedule of Values updated from the preceding Application for Payment.

19.2.1.1.12 A duly completed and executed conditional waiver and release upon Tenant Improvement Payment compliant with Civil Code section 8132 from the Developer and each subcontractor of any tier and supplier to be paid from the current Tenant Improvement Payment.

19.2.1.1.13 A duly completed and executed unconditional waiver and release upon Tenant Improvement Payment compliant with Civil Code section 8134 from the Developer and each subcontractor of any tier and supplier that was paid from the previous Tenant Improvement Payment submitted 60 days prior; and

19.2.1.1.14 A certification by the Developer of the following:

The Developer warrants title to all Work performed as of the date of this payment application and that all such Work has been completed in accordance with the Contract Documents for the Project. The Developer further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Developer, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 *et seq*.

19.2.1.1.15 The Developer shall be subject to the False Claims Act set forth in Government Code section 12650 et seq. for information provided with any Application for Tenant Improvement Payments.

19.2.1.1.16 All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Developer and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Developer until:

> **19.2.1.1.16.1** Developer and/or its Subcontractor(s) provide electronic CPRs weekly for all weeks any journeyman, apprentice, worker or other employee was employed in connection with the Work directly to the

DIR, or within ten (10) days of any request by the District or the DIR; and

19.2.1.1.16.2 Any delay in Developer and/or its Subcontractor(s) providing CPRs in a timely manner may directly delay the Developer's payment.

19.2.1.1.17 Applications received after June 20th will not be paid until the second week of July and applications received after December 12th will not be paid until the first week of January.

19.2.2 Prerequisites for Tenant Improvement Payments

19.2.2.1 First Payment Request

The following items, if applicable, must be completed before the District will accept and/or process the Developer's first payment request:

19.2.2.1.1 Installation of the Project sign.

19.2.2.1.2 Installation of field office.

19.2.2.1.3 Installation of temporary facilities and fencing.

19.2.2.1.4 Schedule of Values.

19.2.2.1.5 Developer's Construction Schedule.

19.2.2.1.6 Schedule of unit prices, if applicable.

19.2.2.1.7 Submittal Schedule.

19.2.2.1.8 Receipt by Architect of all submittals due as of the date of the payment application.

19.2.2.1.9 Copies of necessary permits.

19.2.2.1.10 Initial progress report.

19.2.2.1.11 List of Subcontractors, with names, license numbers, telephone numbers, and Scope of Work.

19.2.2.1.12 All bonds and insurance endorsements; and

19.2.2.1.13 Resumes of Developer's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.3 Subsequent Payment Requests

The District will not process subsequent payment requests until and unless submittals and Shop Drawings necessary to maintain the Project schedule have been submitted to the Architect.

19.2.4 No Waiver of Criteria

Any payments made to Developer where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Developer may pay its Subcontractors and suppliers. Developer agrees that failure to submit such items may constitute a breach of contract by Developer and may subject Developer to termination.

19.3 District's Approval of Application for Payment

19.3.1 Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

19.3.1.1 Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Developer as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.2 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

19.3.3 The District's review of the Developer's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.3.1 Observation of the Work for general conformance with the Contract Documents.

19.3.3.2 Results of subsequent tests and inspections.

19.3.3.3 Minor deviations from the Contract Documents correctable prior to completion; and

19.3.3.4 Specific qualifications expressed by the Architect.

19.3.4 District's approval of the certified Application for Payment shall be based on Developer complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.5 Payments to Developer

19.3.5.1 Within thirty (30) days after approval of the Application for Payment, Developer shall be paid a sum equal to ninety-five percent (95%), of the value of the Tenant Improvement Payment (as verified by Architect and Inspector and certified by Developer) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Developer's best estimate. No inaccuracy or error in said estimate shall operate to release the Developer, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of the Contract Documents, and the District shall have the right subsequently to correct any error made in any estimate for payment.

19.3.5.2 The Developer may not be entitled to have payment requests processed, or may be entitled to have only partial payment made for Work performed, so long as any direction given by the District concerning the Work, or any portion thereof, remains incomplete.

19.3.6 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment

19.3.7 Warranty of Title

19.3.7.1 If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Developer, Developer and Developer's Surety shall promptly, on demand by District and at Developer's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

19.3.7.2 If the Developer fails to furnish to the District within ten (10) calendar days after demand by the District satisfactory evidence that a lien or a claim based on a stop payment notice has been released, discharged, or secured, the District may discharge such

indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expenses incurred or suffered by District from any sum payable to Developer under the Contract.

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

The District shall withhold payment in whole, or in part, as required by statute. In addition, the District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. Payment, in whole, or in part, will be withheld based on the need to protect the District from loss because of, but not limited to, any of the following:

19.4.1.1 Defective Work not remedied within FORTY-EIGHT (48) hours of written notice to Developer.

19.4.1.2 Stop Payment Notices or other liens served upon the District as a result of the Contract.

19.4.1.3 Failure to provide to the District a complete, monthly report demonstrating that Developer and its Subcontractors are complying with the requirements of Public Contract Code section 2600 et seq., unless Developer and its subcontractors have agreed to be bound by a Project Labor Agreement as provided in Education Code section 17407.5. ("Skilled and Trained Workforce Requirements").

19.4.1.3.1 Failure to provide a monthly report is cured by providing a complete report.

19.4.1.3.2 Failure to demonstrate compliance with the Skilled and Trained Workforce Requirements is cured by providing a plan to achieve substantial compliance with the Skilled and Trained Workforce Requirements, with respect to the relevant apprenticeable occupation, prior to completion of the Project.

19.4.1.4 Liquidated damages assessed against the Developer.

19.4.1.5 The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Guaranteed Maximum Price or by the Contract Time.

19.4.1.6 Damage to the District or other contractor(s).

19.4.1.7 Unsatisfactory prosecution of the Work by the Developer.

19.4.1.8 Failure to store and properly secure materials.

19.4.1.9 Failure of the Developer to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction

Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.

19.4.1.10 Failure of the Developer to maintain As-Built Drawings.

19.4.1.11 Erroneous estimates by the Developer of the value of the Work performed, or other false statements in an Application for Payment.

19.4.1.12 Unauthorized deviations from the Contract Documents.

19.4.1.13 Failure of the Developer to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

19.4.1.14 Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents or by written request for each journeyman, apprentice, worker, or other employee employed by the Developer and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

19.4.1.15 Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.

19.4.1.16 Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

19.4.1.17 Failure to comply with any, if applicable federal requirements regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements.

19.4.1.18 Failure to properly maintain or clean up the Site.

19.4.1.19 Failure to timely indemnify, defend, or hold harmless the District.

19.4.1.20 Failure to perform any implementation and/or monitoring required by the General Permit, including without limitation any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Developer.

19.4.1.21 Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits.

19.4.1.22 Failure to pay any royalty, license or similar fees.

19.4.1.23 Failure to pay Subcontractor(s) or supplier(s) as required by law and Developer's subcontract agreement and by the Contract Documents; and

19.4.1.24 Developer is otherwise in breach, default, or in substantial violation of any provision of the Contract Documents.

19.4.2 Reallocation of Withheld Amounts

19.4.2.1 District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Developer. If any payment is so made by District, then that amount shall be considered a payment made under the Contract Documents by District to Developer and District shall not be liable to Developer for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Developer an accounting of funds disbursed on behalf of Developer.

19.4.2.2 If Developer defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after FORTY-EIGHT (48) hours' written notice to the Developer and opportunity to commence and pursue cure of default, and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Guaranteed Maximum Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with the provisions of the Contract Documents, an equitable reduction in the Guaranteed Maximum Price (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3 Payment After Cure

When Developer removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Developer to perform in accordance with the terms and conditions of the Contract Documents.

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt of any Tenant Improvement Payment, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Developer shall pay to each Subcontractor, out of the amount paid to the Developer on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Developer shall, by appropriate agreement with each

Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Developer and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, or a material or equipment supplier, or any obligation from the District to such Subcontractor or a material or equipment supplier or rights in such Subcontractor against the District.

20. Completion of the Work

20.1 Completion

20.1.1 District will accept completion of Project and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

20.1.2 The Work may only be accepted as complete by action of the governing board of the District.

20.1.3 District, at its sole option, may accept completion of Project and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Developer fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

20.1.4 At the end of the fifteen (15) day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Guaranteed Maximum Price, and/or District's right to perform the Work of the Developer.

20.2 Close-Out/Certification Procedures

20.2.1 Punch List

The Developer shall notify the Architect when Developer considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Developer and/or its

Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Developer to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out/Certification Requirements

20.2.2.1 Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2 As-Builts/Record Drawings and Record Specifications

20.2.2.2.1 Developer shall provide exact "as-built" drawings of the Work upon completion of the Project as indicated in the Contract Documents, including but not limited to the Specifications ("As-Built Drawings") as a condition precedent to approval of final payment.

20.2.2.2.2 Developer is liable and responsible for any and all inaccuracies in the As-Built Drawings, even if inaccuracies become evident at a future date.

20.2.2.2.3 Upon completion of the Work and as a condition precedent to approval of final payment, Developer shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the As-Built Drawings information to the most current version of AutoCAD or Building Information Modeling ("BIM") or other 3d imaging model that is, at that time, currently utilized for plan check submission by either the District, the Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Developer shall deliver corrected sepias and diskette/CD/other data storage device acceptable to District with AutoCAD or BIM or other 3d imaging model file to the District.

20.2.3 Maintenance Manuals

Developer shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.2.4 Source Programming

Developer shall provide all source programming for all items in the Project.

20.2.5 Verified Reports

Developer shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or most current version applicable at the time the Work is performed), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

20.3 Final Inspection

20.3.1 Developer shall comply with Punch List procedures as provided herein, and maintain the presence of its District-approved project superintendent and project manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Developer demobilize its forces prior to completion of the Punch List without District's prior written approval. Upon receipt of Developer's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Developer and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Developer's completion of all items on the Punch List and any other uncompleted portions of the Work, the Developer shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Developer, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3 Final Inspection Requirements

20.3.3.1 Before calling for final inspection, Developer shall determine that the following have been performed:

20.3.3.1.1 The Work has been completed.

20.3.3.1.2 All life safety items are completed and in working order.

20.3.3.1.3 Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Painting and special finishes complete.

20.3.3.1.6 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.7 Tops and bottoms of doors sealed.

20.3.3.1.8 Floors waxed and polished as specified.

20.3.3.1.9 Broken glass replaced and glass cleaned.

20.3.3.1.10 Grounds cleared of Developer's equipment, raked clean of debris, and trash removed from Site.

20.3.3.1.11 Work cleaned, free of stains, scratches, and other foreign matter, damaged and broken material replaced.

20.3.3.1.12 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.13 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Developer and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 District's Rights to Occupancy

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Developer or the Developer's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The District and the Developer shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the District, the Developer, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

21. Final Payment and Retention

21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Developer in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Developer as fully complete (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Developer shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

21.2.1 A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Developer.

21.2.2 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136 from each subcontractor of any tier and supplier to be paid from the final Tenant Improvement Payment.

21.2.3 A duly completed and executed unconditional waiver and release upon Tenant Improvement Payment compliant with Civil Code section 8134 from each subcontractor of any tier and supplier that was paid from the previous Tenant Improvement Payment(s).

21.2.4 A duly completed and executed "AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS" from the Contractor.

21.2.5 The Developer shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

21.2.6 Each Subcontractor shall have delivered to the Developer all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.7 Developer must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

21.2.8 Architect shall have issued its written approval that final payment can be made.

21.2.9 The Developer shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

21.2.10 The Developer shall have completed final clean up as provided herein.

21.3 Retention

21.3.1 The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval by the District of the Architect of the Application and Certificate of Payment.

21.3.1.2 After the satisfaction of the conditions set forth herein.

21.3.1.3 No less than forty-five (45) days after the recording of the Notice of Completion by District; and

21.3.1.4 After receipt of a duly completed and executed unconditional waiver and release upon Final Payment compliant with Civil Code section 8138 from each subcontractor of any tier and supplier that was paid from the Final Payment.

21.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Developer to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Developer pursuant to Public Contract Code section 22300.

21.4 Substitution of Securities

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. Uncovering of Work

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced and/or recovered at the Developer's expense without change in the Guaranteed Maximum Price or Contract Time.

23. Nonconforming Work and Correction of Work

23.1 Nonconforming Work

23.1.1 Developer shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Developer shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other

contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other contractors caused thereby.

23.1.2 If Developer does not commence to remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed FORTY-EIGHT (48) hours after written notice and complete removal of work within a reasonable time, District may remove it and may store any material at Developer's expense. If Developer does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Developer.

23.2 Correction of Work

23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Developer shall promptly correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Developer shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Developer shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract Documents and termination of the Contract Documents. The District shall give such notice promptly after discovery of the condition.

23.3 District's Right to Perform Work

23.3.1 If the Developer should neglect to prosecute the Work properly or fail to perform any provisions of the Contract Documents, the District, after providing FORTY-EIGHT (48) hours written notice and an opportunity to cure the failure, to the Developer, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Developer.

23.3.2 If it is found at any time, before or after completion of the Work, that Developer has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Developer at no additional cost to the District.

23.3.2.2 That the District deduct from any amount due Developer the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Developer's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Developer for the cost of that work. Developer shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Developer.

24. Termination And Suspension

The Parties' rights to terminate the Project are as indicated in the Facilities Lease. In the event of a termination of the Facilities Lease and notwithstanding any other provision in the Contract Documents, the Surety shall remain liable to all obligees under the Payment Bond and to the District under the Performance Bond for any claim related to the Project.

25. Claims Process

25.1 Performance during Claim Process

Developer and its subcontractors shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.2 Definition of Claim

25.2.1 Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

25.2.1.1 A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

25.2.1.2 Payment by the District of money or damages arising from work done by, or on behalf of, the Developer pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Developer is not otherwise entitled to; or

25.2.1.3 An amount of payment disputed by the District.

25.3 Claims Presentation

25.3.1 If Developer intends to apply for an increase in the Guaranteed Maximum Price or Contract Time for any reason including, without limitation, the acts of District or its agents, Developer shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim in writing, including an itemized statement of the details and amounts of its Claim for any increase in the Guaranteed Maximum Price or time requested, including a Schedule Analysis and any and all other documentation substantiating Contractor's claimed damages. Otherwise, Developer shall have waived and relinquished its dispute against the District and Developer's claims for compensation or an extension of time shall be forfeited and invalidated.

25.3.2 The Claim shall identify:

25.3.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute;

25.3.2.2 The pertinent dates and/or durations and actual and/or anticipated effects on the Guaranteed Maximum Price, Contract Schedule milestones and/or Contract Time adjustments; and

25.3.2.3 The line-item costs for labor, material, and/or equipment, if applicable; or

25.3.2.4 A request by Contractor, if any, to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration.

25.3.3 The Claim shall include the following certification by the Developer:

25.3.3.1 The undersigned Developer certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Developer believes the District is liable; and that I am duly authorized to certify the claim on behalf of the Developer.

25.3.3.2 Furthermore, Developer understands that the value of the attached dispute expressly includes any and all of the Developer's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.4 Claim Resolution pursuant to Public Contract Code section 9204

25.4.1 STEP 1:

25.4.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall conduct a reasonable review of the Claim and, within a period **not to exceed 45 days**, shall provide the

Developer a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Developer may, **by mutual agreement**, extend the time period to provide a written statement. If the District needs approval from its governing body to provide the Developer a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have **up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension**, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

25.4.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

25.4.1.2 Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, District and Developer must comply with the sections below regarding Public Contract Code section 20104 et seq. and Government Code Claim Act Claims.

25.4.1.3 If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A claim that is denied by reason of the District's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of Developer.

25.4.2 STEP 2:

25.4.2.1 If Developer disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, Developer may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed.

25.4.2.2 Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its

written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

25.4.3 STEP 3:

25.4.3.1 Any disputed portion of the claim, as identified by Developer in writing, shall be submitted to nonbinding mediation, with the District and Developer sharing the associated costs equally. The District and Developer shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

25.4.3.1.1 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

25.4.3.2 Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

25.4.4 STEP 4:

25.4.4.1 If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

25.5 Subcontractor Pass-Through Claims

25.5.1 If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a District because privity of contract does not exist, the contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Developer present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim.

25.5.2 Within 45 days of receipt of this written request from a subcontractor, Developer shall notify the subcontractor in writing as to whether the

Developer presented the Claim to the District and, if Developer did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

25.5.3 Developer shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

25.6 Government Code Claim Act Claim

25.6.1 If a Claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements, including those pursuant to Public Contract Code section 9204, the Developer shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Developer's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Developer submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

25.7 Claim Resolution pursuant to Public Contract Code section 20104 et seq.

25.7.1 In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between Contractor and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

25.7.1.1 Developer shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.7.1.2 For claims of less than fifty thousand dollars ($50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the claim or relating to defenses or claims the District may have against the Developer.

25.7.1.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.7.1.2.2 District's written response to the documented Claim shall be submitted to the Developer within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Developer to produce the additional information, whichever is greater.

25.7.1.3 For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Developer.

25.7.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Developer.

25.7.1.3.2 The District's written response to the claim, as further documented, shall be submitted to the Developer within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Developer to produce the additional information or requested documentation, whichever is greater.

25.7.1.4 If Developer disputes the District's written response, or the District fails to respond within the time prescribed, Developer may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.7.1.5 Following the meet and confer conference, if the claim or any portion of it remains in dispute, the Developer shall file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Developer submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

25.7.1.6 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.7.1.7 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act, (commencing with Section 2016) of Chapter 1 of Title 4 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.7.1.8 The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.7.2 Developer shall bind its Subcontractors to the provisions of this Section and will hold the District harmless against disputes by Subcontractors.

25.8 Claim Resolution Non-Applicability

25.8.1 The procedures for dispute and claim resolution set forth in this Article shall not apply to the following:

25.8.1.1 Personal injury, wrongful death or property damage claims.

25.8.1.2 Latent defect or breach of warranty or guarantee to repair.

25.8.1.3 Stop payment notices.

25.8.1.4 District's rights set forth in the Article on Suspension and Termination.

25.8.1.5 Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

25.8.1.6 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

25.9 Attorney's Fees

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

26. State Labor, Wage & Hour, Apprentice, And Related Provisions

26.1 Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Developer specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Developer and all Subcontractors shall timely furnish complete and accurate electronic certified payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

26.2 Wage Rates, Travel, and Subsistence

26.2.1 Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute the Contract Documents are on file at the District's principal office and copies will be made available to any interested party on request. Developer shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Developer shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Developer or any Subcontractor and such workers.

26.2.4 If, prior to execution of the Facilities Lease, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract Documents is to be performed, such change shall not alter the wage rates in the Contract Documents subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Developer shall, as a penalty, forfeit the statutory amount (believed by the District to be currently two hundred dollars ($200) to District for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Developer or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each

worker was paid less than the prevailing wage rate, shall be paid to each worker by Developer.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and that minimum wage rate shall be retroactive to time of initial employment of the person in that classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8 Developer shall post at appropriate conspicuous points on the Project Site a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Developer shall post a sign-in log for all workers and visitors to the Site, a list of all Subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day of work. The time of service of any worker employed at any time by Developer or by any Subcontractor on any subcontract under the Contract Documents upon the Work or upon any part of the Work contemplated by the Contract Documents shall be limited and restricted by Developer to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Developer in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Developer shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Developer in connection with the Work or any part of the Work contemplated by the Contract Documents. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Developer shall, as a penalty, forfeit the statutory amount (believed by the District to be currently twenty-five dollars ($25)) to the District for each worker employed in the execution of the Contract Documents by Developer or by any Subcontractor for each calendar day during which a worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one

calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4 Payroll Records

26.4.1 Developer shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified/Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Developer and/or each Subcontractor in connection with the Work.

26.4.2 The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Developer and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Developer until:

26.4.2.1 The Developer and/or its Subcontractor(s) provide CPRs acceptable to the District and DIR.

26.4.2.2 Any delay in Developer and/or its Subcontractor(s) providing CPRs to the District or DIR in a timely manner may directly delay the District's review and/or audit of the CPRs and Developer's payment.

26.4.3 All CPRs shall be available for inspection at all reasonable hours at the principal office of Developer on the following basis:

26.4.3.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.3.2 CPRs shall be made available for inspection or furnished upon request or as required by regulation to a representative of the District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

26.4.3.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards

Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Developer, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Developer.

26.4.4 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, Division of Labor Standards Enforcement, or DIR shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Developer awarded the Project under the Contract Documents or performing under the Contract Documents shall not be marked or obliterated.

26.4.5 Developer shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days of a change in location of the records, provide a notice of change of location and address.

26.4.6 In the event of noncompliance with the requirements of this section, Developer shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Developer must comply with this section. Should noncompliance still be evident after the ten (10) day period, Developer shall, as a penalty, forfeit up to one hundred dollars ($100) to District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from Tenant Improvement Payments then due.

26.5 [Reserved]

26.6 Apprentices

26.6.1 Developer acknowledges and agrees that, if the Contract Documents involve a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5 and 29 CFR part 5. It shall be the responsibility of Developer to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.6.3 Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at section 3070), Division 3, of the

Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Developer and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Developer or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Developer and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Developer or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination.

26.6.7.2 Forfeit, as a penalty, to District the full amount stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.7.3 Developer and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.7.4 Developer shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and Title 8, California Code of Regulations, Section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102.

26.7 Skilled and Trained Workforce

26.7.1 Developer and its subcontractors at every tier hereby provides an enforceable commitment to comply with Public Contract Code section 2600 et seq., which requires use of a skilled and trained workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades.

26.7.1.1 "Apprenticeable Occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an

apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

26.7.1.2 "Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

26.7.1.2.1 All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief.

26.7.1.2.2 That, for the applicable dates, either (A) the number of the skilled journeypersons employed to perform work on the Contract or Project by the Developer or its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief pursuant to Labor Code section 3075 or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor, or (B) the hours of work performed by skilled journeypersons who have graduated from an approved apprenticeship program meet at least the percentages set forth in the following chart:

APPLICABLE DATES	% REQUIREMENT	EXCLUDED OCCUPATIONS
1/1/2016 – 12/31/2017	At least 30%	Teamster – no percentage requirement.
1/1/2018 – 12/31/2018	At least 40%	Teamster – no percentage requirement. Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher. – Requirement remains at least 30% for each.
1/1/2019 – 12/31/2019	At least 50%	
1/1/2020 – 12/31/2020	At least 60%	

26.7.1.2.3 For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

26.7.1.2.4 The contractor or subcontractor need not meet the apprenticeship graduation requirements if:

26.7.1.2.4.1 During a calendar month, the Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or

26.7.1.2.4.2 The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor, and the subcontract does not exceed one-half of 1 percent (0.5%) of the price of the prime contract.

26.7.1.3 "Skilled Journeyperson" means a worker who either:

26.7.1.3.1 Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or located outside of California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor; or

26.7.1.3.2 Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief.

26.7.2 Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following:

26.7.2.1 Provide monthly reports to the District demonstrating that the Developer and its subcontractors are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or

26.7.2.2 Provide evidence that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

26.8 Non-Discrimination

26.8.1 Developer herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, sexual orientation, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3 of Title 2 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set

forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Developer and Subcontractor.

26.8.2 Special requirements for Federally Assisted Construction Contracts: During the performance of the requirement of the Contract Documents, Developer agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.9 Labor First Aid

Developer shall maintain emergency first aid treatment for Developer's laborers and mechanics on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

27. [Reserved]

28. Miscellaneous

28.1 Assignment of Antitrust Actions

Although this project may not have been formally bid, the following provisions may apply:

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states in pertinent part:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states in pertinent part:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states in pertinent part:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5 Under this Article, "public purchasing body" is District and "bidder" is Developer.

28.2 Excise Taxes

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Guaranteed Maximum Price.

28.3 Taxes

Guaranteed Maximum Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 Shipments

All shipments must be F.O.B. destination to Site or approved sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Guaranteed Maximum Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Developer shall comply with those reporting requirements at the request of the District at no additional cost.

[END OF DOCUMENT]

EXHIBIT D-1

SPECIAL CONDITIONS

Attached are the special terms and conditions for the Project.

EXHIBIT D-1

SPECIAL CONDITIONS

1. Miscellaneous

1.1. Master Key.

Upon request, the District may, at its own discretion, provide a master key to the school site for the convenience of the Developer. The Developer agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

1.2. Maintaining Services.

The Developer is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Developer shall provide temporary services to all facilities interrupted by Developer's Work.

1.3. Maintaining Utilities.

The Developer shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

1.4. Confidentiality.

Developer shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Developer encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

1.5. Work during Instructional Time.

Developer affirms that Work may be performed during ongoing instruction in existing facilities. If so, Developer agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

1.6. No Work during Student Testing.

Developer shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

2. Substitution for Specified Items

2.1. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of

manufacturer, that Specification shall be deemed to be followed by the words "or equal." Developer may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

2.1.1. If the material, process, or article offered by Developer is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Developer shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

2.1.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Developer shall not be entitled to request a substitution with respect to those materials, products or services.

2.2. A request for a substitution shall be submitted as follows:

2.2.1. Developer shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

2.2.2. Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice to Proceed with Construction.

2.3. Within 35 days after the date of the Notice of Award, Developer shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

2.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

2.3.2. Available maintenance, repair or replacement services;

2.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

2.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

2.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

2.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Developer. The Developer warrants that if substitutes are approved:

2.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and

achieve the results called for by the general design and the Contract Documents;

2.4.2. The Developer provides the same warranties and guarantees for the substitute that would be provided for that specified;

2.4.3. The Developer shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Developer without a change in the Contract Price or Contract Time;

2.4.4. The Developer shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

2.4.5. The Developer shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Developer agrees to execute a deductive Change Order to reflect that credit.

2.5. In the event Developer furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Developer.

2.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

2.7. Developer shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Developer and/or to accommodate Developer's means and methods. District may deduct those costs from any amounts owing to the Developer for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Developer for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Developer and/or to accommodate Developer's means and methods arising herein.

3. Termination

3.1. Emergency Termination Pursuant to Public Contracts Act of 1949

3.1.1. This Facilities Lease is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

3.1.1.1. Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being

performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

3.1.1.2. Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

3.1.2. Compensation to the Developer shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price may control. The District, at its sole discretion, may adopt the Schedule of Values Price as the value of the work done or any portion thereof.

EXHIBIT E

MEMORANDUM OF COMMENCEMENT DATE

This MEMORANDUM OF COMMENCEMENT DATE is dated _____, 20__, and is made by and between Blach Construction Company ("Developer"), as Lessor, and the Cabrillo Unified School District ("District"), as Lessee.

1. Developer and District have previously entered into a Facilities Lease dated as of September 13, 2018, (the "Lease") for the leasing by Developer to District of the Project Site and Project in Half Moon Bay, California, referenced in the Lease.

2. District hereby confirms the following:

A. That all construction of the Project required to be performed pursuant to the Facilities Lease has been completed by Developer in all respects;

B. That District has accepted and entered into possession of the Project and now occupies same; and

C. That the term for the Lease Payments under the Facilities Lease commenced on _____, 20__ and will expire at 11:59 P.M. on _____, 20__.

THIS MEMORANDUM OF COMMENCEMENT DATE IS ACCEPTED AND AGREED on the date indicated below:

Dated: _____ __ , 20__	Dated: _____ __ , 20__
Cabrillo Unified School District	Blach Construction Company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT F

CONSTRUCTION SCHEDULE

Attached is a detailed Project Construction Schedule with a duration no longer than the Contract Time, and with specific milestones that Developer shall meet.

[To Be Attached.]

EXHIBIT G

SCHEDULE OF VALUES

Attached is a detailed Schedule of Values that complies with the requirements of the Construction Provisions (Exhibit "D") and that has been approved by the District.

[To Be Attached.]

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 15.e

BOARD AGENDA ITEM: Adopt Resolution No. 20-18 Authorizing the Issuance of Series A Bonds Under the Measure M Facilities Bond Program

DEPARTMENT: Business

CONTACT PERSON: Crystal Leach, Chief Business Official

BACKGROUND INFORMATION:

In June 2018 the community supported the passage of Measure M and authorized the District to issue up to $99 million in facility bond funds over the life of the program. The proceeds of the bonds will be used to finance certain capital improvements for the District in accordance with the Project List approved by the voters. The Measure M initiative's language provided a maximum level of overall debt service at $52 per $100,000 of any properties assessed value. The bonds will be repaid from a tax to be levied on the taxable property within the boundaries of the District. Costs of issuing the bonds will be paid from the proceeds of the bonds and not from the General Fund of the District.

REPORT/PROPOSAL:

Resolution No. 20-18 will authorize the District to issue the first series of bonds under the Measure M Facilities Bond Program in an amount not to exceed $35 million.

FINANCIAL IMPACT:

There is no negative financial impact to the General Fund. There is a positive infusion of approximately $35 million to the Measure M Facility Bond Program fund.

RECOMMENDATION:

Adopt Resolution No. 20-18 authorizing the issuance of Series A Bonds under the Measure M Facilities Bond Program.

CABRILLO UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 20-18

RESOLUTION OF THE BOARD OF EDUCATION OF THE CABRILLO UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED $35,000,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF CABRILLO UNIFIED SCHOOL DISTRICT BY A NEGOTIATED SALE PURSUANT TO A BOND PURCHASE AGREEMENT, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, A PAYING AGENT AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT, APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT FOR THE BONDS, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, an election was duly called and regularly held in the Cabrillo Unified School District (the "District"), located in the County of San Mateo ("County"), California, on June 5, 2018, at which the following proposition (as abbreviated pursuant to Section 13247 of the California Elections Code) was submitted to the electors of the District (the "Bond Measure"):

> "To update classrooms and science labs in schools; perform essential safety repairs; fix leaky roofs; equip classrooms with 21st-century learning technology; replace aging heating/plumbing; and construct/equip classrooms, shall Cabrillo Unified School District issue $99,000,000 in bonds, at legal interest rates, raising amounts needed each year to repay bonds while outstanding, at an estimated rate of $52 per $100,000 of assessed value, with citizen oversight, annual audits, no funds for administrator salaries, and funds staying local?"

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

WHEREAS, the Governing Board (the "Board") of the District deems it necessary and desirable to authorize and consummate the sale of a portion of the bonds, in a series designated the "Cabrillo Unified School District (San Mateo County, California) General Obligation Bonds, Election of 2018, Series A" (the "Series A Bonds") in an aggregate principal amount not exceeding $35,000,000, according to the terms and in the manner hereinafter set forth;

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;

WHEREAS, the Board of Supervisors of the County of San Mateo has authorized the District to issue and sell the Series A Bonds on its own behalf, and provide for a negotiated sale process, subject to the Government Code and applicable law;

WHEREAS, the District is authorized by Section 53506 et Seq. of the Government Code to sell bonds at a private or negotiated sale;

WHEREAS, a form of bond purchase agreement, in the form submitted to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Bond Purchase Agreement") for the purchase of the Series A Bonds, proposed to be entered into with Raymond James and Associates, Inc. (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 Series A Bonds, the Underwriter must have reasonably determined that the issuer or other obligated person has undertaken in a written agreement or contract for the benefit of the holders of the Series A Bonds to provide disclosure of certain financial information and certain material events on an ongoing basis;

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

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

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 the County annually establish tax rates on taxable property within the District for repayment of the Series A Bonds, pursuant to Sections 29100-29103 of the Government Code, that the Board of Supervisors of the County annually approve the levy of such tax, and that the Treasurer-Tax Collector of the County annually collect such tax and apply the proceeds thereof to the payment of principal of and interest on the Series A Bonds when due, all pursuant to Education Code Section 15250 et seq.; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now

duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Cabrillo Unified School District, as follows:

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

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

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

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

"Board of Supervisors" means the Board of Supervisors of the County.

"Board" means the Governing Board of the District.

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

"Cede & Co." means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series A Bonds.

"Code" means the Internal Revenue Code of 1986.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement executed and delivered by the District relating to the Series A Bonds.

"Costs of Issuance" means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Series A 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, financial advisor and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the Series A Bonds and charges and fees in connection with the foregoing. Additional costs authorized to be paid from the proceeds of the Series A Bonds are all of the authorized costs set forth in Sections 53550(e) and (f) of the Government Code.

"County" means the County of San Mateo.

"District" means the Cabrillo Unified School District.

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

"Interest Date" means February 1 and August 1 of each year commencing on February 1, 2019 or such other dates as may be set forth in the Bond Purchase Agreement.

"Official Statement" means the Official Statement of the District relating to the Series A Bonds.

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

"Owner" means, with respect to any Series A 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, COI agent and paying agent for the Series A Bonds in accordance with Section 8 hereof.

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

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

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

"Series A Bonds" means the bonds authorized and issued pursuant to this Resolution designated the "Cabrillo Unified School District (San Mateo County) General Obligation Bonds, Election of 2018, Series A".

"State" means the State of California.

"Tax Certificate" means the Tax Certificate with respect to the Series A Bonds executed by the District, dated the date of issuance of the Series A Bonds.

"Tax-Exempt" means, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or

otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

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

"Underwriter" means Raymond James and Associates, Inc.

Section 3. Authorization and Designation of Bonds. Provided that the requested County authorization is granted, the Series A Bonds described herein shall be issued pursuant to the authority of Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the Government Code, and other applicable provisions of law, including applicable provisions of the Education Code. The Governing Board hereby authorizes the issuance and sale of not to exceed $35,000,000 aggregate principal amount of Series A Bonds. The Series A Bonds shall be designated "Cabrillo Unified School District (San Mateo County) General Obligation Bonds, Election of 2018, Series A." The Series A Bonds shall be issued as current interest bonds as provided in Section 5 hereof. The proceeds of the Series A Bonds, exclusive of any premium and accrued interest received, shall be applied to finance projects authorized to be financed under the Bond Measure.

Section 4. Form of Bonds: Execution.

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

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

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

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

Section 5. Terms of Bonds.

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

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

(c) Maturity. The Series A Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Agreement. No Series A Bonds shall mature later than the date which is 40 years from the date of the Series A Bonds, to be determined as provided in subsection (a) of this Section. No Series A Bond shall have principal maturing on more than one principal maturity date. The aggregate principal amount of the Series A Bonds shall not exceed $35,000,000.

(d) Interest. The Series A Bonds shall bear interest at an interest rate not to exceed 6.00% per annum, payable on the Interest Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Series A Bond shall bear interest from the Interest Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Date, in which event it shall bear interest from such Interest Date, or unless it is authenticated on or before the Record Date preceding the first Interest Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Series A Bond, interest is in default on any outstanding Series A Bonds, such Series A Bond shall bear interest from the Interest Date to which interest has previously been paid or made available for payment on the outstanding Series A Bonds.

Section 6. Payment of Bonds.

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

The *ad valorem* tax revenues levied to pay the Series A Bonds shall, when collected, be deposited by the County into the Interest and Sinking Fund of the District ("Interest and Sinking Fund), which is hereby authorized to be created. The Interest and Sinking Fund and *ad valorem* tax revenues are irrevocably pledged, and the District hereby grants a lien and security interest therein, for the payment of the principal, redemption premium, if any, and interest on the Series A Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal, redemption premium, if any, and interest on the Series A Bonds as the same become due and payable, shall be transferred by the County or the District, as the case may be, to the Paying Agent, as paying agent for the Series A Bonds, as necessary to pay the

principal, redemption premium, if any, and interest on the Series A Bonds. The property taxes and amounts held in the Interest and Sinking Fund of the District shall immediately be subject to this pledge, and the pledge shall constitute a lien and security interest which shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The pledge is an agreement between the District and the Owners of the Series A Bonds in addition to any statutory lien that may exist, and the Series A Bonds are being issued to finance one or more projects and not to finance the general purposes of the District.

Additionally, in accordance with Section 15251(b) of the California Education Code and Section 53515(a) of the California Government Code, the Series A Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the Series A Bonds. The lien shall automatically attach without further action or authorization by the District or the County. The lien shall be valid and binding from the time the Series A Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall automatically attach to the revenues and be effective, binding, and enforceable against the District, its successors, transferees and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

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

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

(d) Interest and Sinking Fund. Principal and interest due on the Series A Bonds shall be paid from the Interest and Sinking Fund as provided in Section 15146 of the Education Code.

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

Section 7. Redemption Provisions.

(a) Optional Redemption. The Series A Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement. The

Bond Purchase Agreement may provide that the Series A Bonds shall not be subject to optional redemption, and may provide separate and distinct redemption provisions for the Series A Bonds.

(b) Extraordinary Redemption. The Series A Bonds may be subject to extraordinary redemption on the dates and terms as shall be designated in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that the Series A Bonds shall not be subject to extraordinary redemption, and may provide separate and distinct extraordinary redemption provisions for the Series A Bonds.

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

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

(e) Notice of Redemption. Notice of any redemption of the Series A Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Agreement. Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Series A Bonds and the date of issue of the Series A Bonds; (iii) the redemption date; (iv) the redemption price; (v) the series of Series A Bonds and the dates of maturity or maturities of Series A Bonds to be redeemed; (vi) if less than all of the Series A Bonds of a series of any maturity are to be redeemed, the distinctive numbers of the Series A Bonds of each maturity of such series to be redeemed; (vii) in the case of Series A Bonds of a series redeemed in part only, the respective portions of the principal amount of the Series A Bonds of each maturity of such series to be redeemed; (viii) the CUSIP number, if any, of each maturity of Series A Bonds of a series to be redeemed; (ix) a statement that such Series A Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Series A Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional

notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

(f) Effect of Notice. A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Series A Bonds or the cessation of interest on the date fixed for redemption. When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Series A Bonds called for redemption is set aside for the purpose as described in subsection (h) of this Section, the Series A Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Series A Bonds at the place specified in the notice of redemption, such Series A Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Series A Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the Interest and Sinking Fund or the trust fund established for such purpose. All Series A Bonds redeemed shall be cancelled forthwith by the Paying
Agent and shall not be reissued.

(g) Right to Rescind Notice. The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Series A Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Interest and Sinking Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Series A Bonds called for redemption.

Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Series A 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.

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

payable from such fund; provided, however, that if the monies are part of the proceeds of bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

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

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

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

Section 8. Paying Agent.

(a) Appointment, Payment of Fees and Expenses. This Board does hereby consent to and confirm the appointment of The Bank of New York Mellon Trust Company, N.A., to act as the initial paying agent for the Series A Bonds. All fees and expenses of the paying agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the Series A Bonds, or from the Interest and Sinking Fund, insofar as permitted by law, including specifically by Section 15232 of the Education Code, such fees and expenses shall be paid by the District.

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

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

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

Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System.

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

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

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its

functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

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

(b) Transfer of Depository. In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Series A Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Series A Bond for each maturity shall be executed and delivered in the aggregate principal amount of such Series A Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Series A Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Series A Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 4 hereof and the receipt of such a written request of the District, and thereafter, the Series A Bonds shall be transferred pursuant to the provisions set forth in Section 9 hereof provided, however, that the Paying Agent shall not be required to deliver such new Series A Bonds within a period of less than 60 days after the receipt of any such written request of the District.

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

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

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

Section 10. Transfer and Exchange of Bonds.

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

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

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

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

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

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

Section 11. Bond Purchase Agreement; Sale of Series A Bonds. The form of Bond Purchase Agreement, in substantially the form submitted herewith and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (a) the true interest cost for the Series A Bonds shall not be in excess of 5.00%, (b) the interest rate on the Series A Bonds shall not exceed 6.00% per annum, (c) the minimum purchase price for the Series A Bonds shall be not less than the aggregate principal amount thereof, (d) the Underwriter's discount for the sale of Series A Bonds shall not exceed 0.50% of the principal amount of such Series A Bonds exclusive of any costs of issuance the Underwriter may contract to pay, and (e) the Series A Bonds shall otherwise conform to the limitations specified herein.

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

The Board hereby finds and determines pursuant to Government Code section 53508.7 that the sale of the Series A Bonds at negotiated sale as contemplated herein and by the Bond Purchase Agreement will provide more flexibility in the timing of the sale, and ability to implement the sale in a shorter time period, an increased ability to structure the Series A Bonds to fit the needs of particular purchasers, and greater opportunity for the Underwriter to pre-market the Series A Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. Estimates of the Costs of Issuance associated with the issuance of the Series A Bonds, including any such costs which the Underwriter agrees to pay pursuant to the Bond Purchase Agreement, are set forth on **Exhibit B** attached hereto and incorporated herein.

In accordance with Section 15146(h) of the Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by the Paying Agent as cost of issuance administrator, proceeds of the sale of the Series A Bonds (exclusive of any premium or accrued interest received) in an amount not exceeding 0.50% of the principal amount of the Series A Bonds sold, as shall be set forth in the Bond Purchase Agreement, for the purposes of paying the costs associated with the issuance of the Series A Bonds.

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

For purposes of Education Code section 15146(b) and Government Code section 5852.1, good faith estimates of (a) the true interest cost of the Series A Bonds; (b) the costs associated with the issuance of the Series A Bonds, including any such costs which the Underwriter agrees to pay pursuant to the Bond Purchase Agreement; (c) the amount of proceeds to be received by the District (less the Costs of Issuance or reserves or capitalized interest, if any); and (d) the total payments of principal of and interest on the Bonds through the final maturity of the Series A Bonds, are set forth on **Exhibit B** attached hereto and incorporated herein.

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

Section 13. Preliminary Official Statement. The Preliminary Official Statement to be distributed in connection with the public offering of the Series A Bonds, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions as may be approved by an Authorized Officer, is hereby approved, and the use of such Preliminary Official Statement in connection with the offering and sale of the Series A Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2 12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

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

Section 15. Application and Investment of Proceeds.

(a) Deposit of Bond Proceeds. The proceeds from the sale of the Series A Bonds, other than amounts deposited to the Interest and Sinking Fund and a costs of issuance account as described in Section 11 hereof, shall be deposited in the County Treasury to the credit of the building fund of the District. Any premium or accrued interest received by the District shall be deposited in the Interest and Sinking Fund in the County Treasury.

Earnings on the investment of moneys in either fund will be retained in that fund and used only for the purposes to which that fund may lawfully be applied. Moneys in the Building Fund may only be applied for the purposes for which the Series A Bonds were approved. Moneys in the Interest and Sinking Fund may only be applied to make payments of interest, principal, and premium, if any, on bonds of the District. Any excess proceeds of the Series A Bonds not needed for the authorized purposes set forth herein for which the Series A Bonds are being issued shall be transferred to the Interest and Sinking Fund and applied to the payment of the Principal of and interest on the Series A Bonds. If, after payment in full of the Series A Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

(b) Investment of Bond Proceeds. Amounts deposited into the Building fund and the Interest and Sinking Fund, as well as proceeds of taxes held therein for payment of the Series A Bonds, will be invested at the Treasurer-Tax Collector's discretion pursuant to law and the investment policy of the County.

Section 16. Tax Covenants.

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

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

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

Section 17. Professional Services. Dannis Woliver Kelley shall serve as bond counsel and as disclosure counsel to the District for the Series A Bonds. Raymond James and Associates, Inc. shall serve as Underwriter for the Series A Bonds. Isom Advisors, a Division of Urban Futures, Inc., shall serve as financial advisor for the Series A Bonds.

Section 18. Delegation of Authority. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 19. Approval of Actions. All actions heretofore taken by the officers, employees and agents of the District with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 20. 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 Series A Bonds, and to file with the Auditor-Controller and with the Treasurer-Tax Collector a copy of the executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of and payment on the Series A Bonds, and to file with the Treasurer-Tax Collector a proposed schedule of draws on the building fund of the District, and this Resolution shall serve as the notice required to be given by Section 15140(c) of the Education Code and as the District's request to the Auditor-Controller of the County and the Board of Supervisors of the County to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Series A Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the Series A Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Series A Bonds the principal, interest, and premium, if any, due on the Series A Bonds in each year, and to create in the County Treasury to the credit of the District the Building Fund and the Interest and Sinking fund pursuant to Section 15146 of the Education Code.

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

PASSED AND ADOPTED Resolution No. 20-18 on this 13th day of September, 2018, at a regular meeting of the Governing Board of Cabrillo Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

_____

Kimberly Hines, Clerk to the Board
Governing Board

EXHIBIT A
FORM OF BOND

REGISTERED **REGISTERED**
NO. **$**

CABRILLO UNIFIED SCHOOL DISTRICT
(COUNTY OF SAN MATEO, CALIFORNIA)
GENERAL OBLIGATION BOND
ELECTION OF 2018, SERIES A

INTEREST RATE:	**MATURITY DATE:**	**DATED:**	**CUSIP NO:**
___%	**August 1, ____**	**____, 2018**	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Cabrillo Unified School District (the "District") in San Mateo County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing _____ 1, 2019. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the close of business on the 15th day of the calendar month preceding any Bond Payment Date (the "Record Date") to such Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before _____ 15, 2019, in which event it shall bear interest from the date of delivery. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially The Bank of New York Mellon Trust Company, N.A. Principal is payable upon presentation and surrender of this bond at the corporate trust office of the Bond Registrar in Los Angeles, California. Interest is payable by check mailed by the Bond Registrar on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the Record Date. The Owner of Series A Bonds in the aggregate principal amount of $1,000,000 or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.

This bond is one of a series of $35,000,000 of bonds approved for the purpose of completing the modernization, replacement, renovation, construction, acquisition, equipping, furnishing and otherwise improving certain facilities of the District and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite 55% vote of the electors of the District cast at a duly called election held on June 5, 2018, upon the question of issuing bonds in the amount of $99,000,000, and the resolution of the Governing Board of the District adopted on September 13, 2018 (the "Resolution"). This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as provided in the Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Resolution) and in authorized denominations at the principal office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Bond Registrar, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

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 Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business 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 Series A Bonds maturing on or after August 1, 20__, are subject to redemption at the option of the District, from any source of funds, as a whole or in part on any date on or after August 1, 20__, at the following Redemption Prices (expressed as percentages of the Principal Amount of the bonds to be redeemed) plus interest accrued thereon to the dates fixed for redemption:

Redemption Dates	Redemption Prices
August 1, 20__, and thereafter	100%

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Registered Owners, and

the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Cabrillo Unified School District, County of San Mateo, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Governing Board of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Governing Board of the District, all as of the date stated above.

CABRILLO UNIFIED SCHOOL DISTRICT

By: _____
Rob Pappalardo, President, Governing Board

COUNTERSIGNED:

By: _____
Jane Yuster, Secretary, Governing Board

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Resolution referred to herein which has been authenticated and registered on _____.

_____

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

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

_____

Commercial bank, trust company
or member of a national
securities exchange.

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

_____

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

EXHIBIT B

BOND PARAMETERS AND
ESTIMATED COSTS OF ISSUANCE

1. Estimated True Interest Cost of the Series A Bonds: 3.80%

2. Estimated Costs of Issuance, including Underwriter's Discount (the "Finance Charge"):

Underwriter's Discount	$175,000.00
Dannis Woliver Kelley Bond Counsel Services/Expenses	$41,500.00
Dannis Woliver Kelley Disclosure Counsel Services/Expenses	16,500.00
The Bank of NY Mellon Trust Paying & COI Agent Fees	1,500.00
County of San Mateo Document Review	1,500.00
Isom Advisors Financial Advisor Fee	65,000.00
Isom Advisors Financial Advisor NTE Expenses	2,500.00
AVIA Communications Inc.	1,000.00
Raymond James Underwriter Expenses	5,000.00
Moody's Rating Agency Fee	28,500.00
Contingency/Miscellaneous	2,000.00
Total	$340,000.00

3. Estimated Amount of Proceeds to be received by the District, less Finance Charge, reserves (if any) and capitalized interest (if any): $ 34,835,000

4. Estimated Total Payment Amount (Debt Service to Maturity, including any Finance Charge not paid with proceeds of the Series A Bonds (if any)): $65,500,000

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2018

NEW ISSUE – BOOK ENTRY ONLY

RATING:
Moody's: "___"
(See "RATING" herein.)

In the opinion of Dannis Woliver Kelley, Bond Counsel to the District, under existing law, interest on the Bonds is exempt from personal income taxes of the State of California, and, assuming continuing compliance after the date of initial delivery of the Bonds with certain covenants contained in the Resolution authorizing the Bonds and subject to the matters set forth under "TAX MATTERS" herein, interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions will be excludable from the gross income of the owners thereof pursuant to section 103 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds, and will not be included in computing the alternative minimum taxable income of the owners thereof. Bond Counsel observes, however, that interest on the Bonds will be included in calculating a corporation's adjusted current earnings for purposes of calculating alternative minimum taxable income for taxable years beginning prior to January 1, 2018. See "TAX MATTERS" herein.

$35,000,000*
CABRILLO UNIFIED SCHOOL DISTRICT
(San Mateo County, California)
GENERAL OBLIGATION BONDS
ELECTION OF 2018, SERIES A

Dated: Date of Delivery **Due: August 1, as shown on inside cover**

The Cabrillo Unified School District (the "District") General Obligation Bonds Election of 2018, Series A (the "Bonds") are being issued to finance the acquisition, construction, furnishing and equipping of District facilities and to pay certain costs of issuance associated therewith, as more fully described herein under the caption "THE PROJECTS." The Bonds were authorized at an election within the District held on June 5, 2018 (the "Election") at which at least fifty-five percent of the registered voters voting on the proposition voted to authorize the issuance and sale of $99,000,000 aggregate principal amount of general obligation bonds of the District (the "Authorization"). The Bonds are the first series of general obligation bonds issued pursuant to the Authorization and are issued on a parity basis with all of the District's outstanding general obligation bonds.

The Bonds are general obligations of the District only and are not obligations of the County of San Mateo (the "County"), the State of California or any of its other political subdivisions. The Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* property taxes for each fiscal year upon the taxable property in the District in an amount at least sufficient, together with other moneys available for such purpose, to pay the principal and premium, if any, and interest on each Bond as the same becomes due and payable.

Interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2019. See ''THE BONDS'' herein.

The Bonds will be issued in book-entry form only, in denominations of $5,000 principal amount or integral multiples thereof. The Bonds will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Purchasers will not receive certificates representing their interests in the Bonds. Payments on the Bonds will be made by The Bank of New York Mellon Trust Company, N.A., as Paying Agent, to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See "THE BONDS – Book-Entry Only System."

The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS – Redemption" herein.

MATURITY SCHEDULE
On Inside Cover

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Bonds will be offered when, as and if issued and received by the Underwriter subject to the approval of legality by Dannis Woliver Kelley, San Diego, California, Bond Counsel, and certain other conditions. Dannis Woliver Kelley, San Diego, California, is acting as Disclosure Counsel for the issue. Certain matters will be passed upon for the Underwriter by its counsel, Kronick, Moscovitz, Tiedemann & Girard, Sacramento, California. It is anticipated that the Bonds will be available for delivery in definitive form in New York, New York, through the facilities of DTC on or about October 10, 2018.

RAYMOND JAMES LOGO

The Date of this Official Statement is: _____, 2018

* Preliminary; subject to change.

MATURITY SCHEDULE

$_____
Cabrillo Unified School District
(San Mateo County, California)
General Obligation Bonds, Election of 2018, Series A

Maturity (August 1)	Principal Amount	Interest Rate	Yield	CUSIP[1] (127127)

$_____ ___% Term Bonds Due August 1, 20__, Yield _____% CUSIP[1] 127127

[1] Copyright 2018, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. The CUSIP number is provided for convenience of reference only. Neither the District nor the Underwriter take any responsibility for the accuracy of such CUSIP number.

CABRILLO UNIFIED SCHOOL DISTRICT
(San Mateo County, California)

DISTRICT GOVERNING BOARD

Rob Pappalardo, *President*
Sophia Layne, *Vice-President*
Kimberly Hines, *Clerk*
Freya McCamant, *Member*
Kirk Riemer, *Member*

DISTRICT ADMINISTRATION

Jane Yuster, *Superintendent*
Joy Dardenelle, *Assistant Superintendent Curriculum & Instruction*
Crystal Leach, *Chief Business Official*

FINANCIAL ADVISOR

Isom Advisors, a Division of Urban Futures, Inc.
Walnut Creek, California

BOND COUNSEL AND DISCLOSURE COUNSEL

Dannis Woliver Kelley
San Diego, California

PAYING AGENT, TRANSFER AGENT, BOND REGISTRAR AND ESCROW AGENT

The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

No dealer, broker, salesperson or other person has been authorized by Cabrillo Unified School District (the "District") to provide any information or to make any representations other than as contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell, the solicitation of an offer to buy, nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly described herein, are intended solely as such and are not to be construed as a representation of facts.

The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. Although certain information set forth in this Official Statement has been provided by the County of San Mateo, the County of San Mateo has not approved this Official Statement and is not responsible for the accuracy or completeness of the statements contained in this Official Statement except for the information set forth under the heading "THE SAN MATEO COUNTY POOLED INVESTMENT FUND."

The Underwriter has provided the following sentence for inclusion in this Official Statement. "The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information."

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN SECURITIES DEALERS, INSTITUTIONAL INVESTORS, BANKS OR OTHERS AT PRICES LOWER OR HIGHER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used, such as "plan," "expect," "estimate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District does not plan to issue any updates or revisions to those forward-looking statements if or when their expectations, or events, conditions or circumstances on which such statements are based, occur.

The District maintains a website. However, the information presented there is not part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

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$35,000,000[*]
CABRILLO UNIFIED SCHOOL DISTRICT
(San Mateo County, California)
GENERAL OBLIGATION BONDS
ELECTION OF 2018. SERIES A

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

Cabrillo Unified School District (the "District") proposes to issue $35,000,000[*] aggregate principal amount of its General Obligation Bonds, Election of 2018, Series A (the "Bonds") under and pursuant to a bond authorization (the "Authorization") for the issuance and sale of not more than $99,000,000 of general obligation bonds approved by 55% or more of the qualified voters of the District voting on the measure at a general election held on June 5, 2018 (the "Election"). The Bonds are the first series of general obligation bonds issued under the Authorization. Subsequent to the issuance of the Bonds, $66,000,000[*] aggregate principal amount of general obligation bonds will remain for issuance pursuant to the Authorization. The District also received authorization to issue $81,000,000 of general obligation bonds by more than 55% of the qualified voters of the District voting on the proposition at a general election held on June 5, 2012 (the "2012 Authorization"). No further general obligation bonds remain for issuance under the 2012 Authorization.

Proceeds from the sale of the Bonds will be used to finance the acquisition, construction, furnishing and equipping of District facilities and to pay certain costs of issuance associated therewith. See "THE PROJECTS" herein.

Registration

The Bank of New York Mellon Trust Company, N.A. will act as the initial registrar, transfer agent and paying agent for the Bonds (the "Paying Agent"). As long as The Depository Trust Company, New York, New York ("DTC") is the registered Owner of the Bonds and DTC's book-entry method is used for the Bonds, the Paying Agent will send any notices to Owners only to DTC. See "THE BONDS – Description of the Bonds" herein.

The District

The District, located south of San Francisco along the west coast of San Mateo County, serves the communities of Montara, Moss Beach, Half Moon Bay, El Granada and Woodside. Currently, the District operates four elementary schools, one intermediate school and one high school. In addition, the District maintains one adult education facility and one alternative high school. Average daily attendance for fiscal year 2018-19 is budgeted to be 3,040 students and the property within the District had assessed value of $6,354,257,831 in 2017-18. The audited financial statements for the District for the fiscal year ended June 30, 2017 are attached hereto as APPENDIX C. For further information concerning the District, see the caption "CABRILLO UNIFIED SCHOOL DISTRICT" herein.

[*] Preliminary; subject to change.

Sources of Payment for the Bonds

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to annually levy *ad valorem* property taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Bonds when due. See "SECURITY FOR THE BONDS" and "TAX BASE FOR REPAYMENT OF THE BONDS" herein.

Authority for Issuance

The Bonds are general obligations of the District. The Bonds are being issued by the District under certain provisions of the Government Code of the State and pursuant to a resolution adopted by the Board. See "THE BONDS - Authority for Issuance" herein.

Redemption

The Bonds are subject to redemption prior to their scheduled maturity as described herein. See "THE BONDS –Redemption" herein.

Tax Matters

In the opinion of Dannis Woliver Kelley, San Diego, California, Bond Counsel, subject, however to the qualifications described herein, under existing law, the interest on the Bonds will be excludable from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; provided, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

Continuing Disclosure

The District has covenanted that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement executed by the District in connection with the Bonds. See "THE BONDS – Continuing Disclosure Agreement," "CONTINUING DISCLOSURE" and "APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT" herein.

Closing Date

The Bonds are offered when, as and if issued, subject to approval as to their legality by Bond Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of DTC on or about October 10, 2018.

THE BONDS

Authority for Issuance

The Bonds are general obligations of the District. The Bonds are being issued by the District under the provisions of Title 5, Division 2, Part 1, Chapter 3, Article 4.5 of the Government Code of the

State of California (the "Government Code") (commencing with Section 53506) and pursuant to a resolution of the Board adopted on _____, 2018 (the "Resolution").

Purpose of Issue

The net proceeds of the Bonds will be used to finance certain capital improvements for the District as specified in the District bond proposition submitted at the Election, which includes updating classrooms and science labs in schools; performing essential safety repairs; fixing leaky roofs; equipping classrooms with 21st-century learning technology; replacing aging heating and plumbing; and constructing and equipping classrooms. See "THE PROJECTS" herein.

Description of the Bonds

The Bonds will be dated their date of delivery and will be issued only as fully registered bonds in denominations of $5,000 principal amount or integral multiples thereof.

The Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Owners or registered owners shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners (as defined herein) of the Bonds.

So long as Cede & Co. is the registered owner of the Bonds, principal of and interest or premium, if any, on the Bonds are payable by wire transfer or New York Clearing House or equivalent next-day funds or by wire transfer of same day funds by The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent"), to Cede & Co., as nominee for DTC. DTC is obligated, in turn, to remit such amounts to the DTC Participants (as defined herein) for subsequent disbursement to the Beneficial Owners. See "APPENDIX E – BOOK-ENTRY ONLY SYSTEM" herein.

Payment of the Bonds

Interest on the Bonds is payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") through maturity, commencing February 1, 2019.

Interest on each Bond shall accrue from its dated date at the interest rates applicable thereto as set forth on the inside cover page hereof. Interest shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date (the "Record Date"). Interest will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered during the period from the 16th day of the month immediately preceding any Interest Payment Date to that Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (ii) it is registered prior to the close of business on January 15, 2019, in which event interest shall be payable from its Dated Date; provided, however, that if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of $1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a

special record date fixed therefor by the Paying Agent which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

Redemption*

Optional Redemption. The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Bonds maturing on or after August 1, 20__, may be redeemed before maturity at the option of the District, from any source of available funds, on any date on or after August 1, 2028 at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the date of redemption, without premium.

Mandatory Redemption. The Bonds maturing August 1, 20__ are subject to mandatory sinking fund redemption on August 1 of each Mandatory Sinking Fund Payment Date and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium:

Mandatory Sinking Fund Payment Date (August 1)	Principal Amount to be Redeemed

(1) Maturity.

In the event that a portion of the Bonds maturing on August 1, 20__ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of $5,000 principal amount of such Bonds optionally redeemed.

Selection of Bonds for Redemption

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent shall select Bonds for redemption in inverse order of maturity or in such order as the District may otherwise direct. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; *provided, however*, that the portion of any Bond to be redeemed in part shall be in the principal amount of $5,000 or any integral multiple thereof.

Notice of Redemption

When redemption is authorized, the Paying Agent shall give notice of the redemption of the Bonds at least 30 but not more than 60 days prior to the redemption date to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid. Such redemption notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price,

* Preliminary; subject to change.

(e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount, as appropriate, of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such redemption notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date in the case of Bonds, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Right to Rescind Notice of Redemption

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 Interest and Sinking Fund of the District held by the County or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of and 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.

Effect of Notice of Redemption

Notice having been given as required in the Resolution, and the moneys for redemption (including the interest to the applicable date of redemption) having been set aside for payment of the redemption price, 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, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable.

Transfer and Exchange

Any Bond may be exchanged for Bonds of like tenor, series, maturity and principal amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of such Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Defeasance

If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways: (a) by well and truly paying or causing to be paid the principal of and interest on all Bonds Outstanding, as and when the same become due and payable; (b) by depositing with the Paying Agent, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Interest and

Sinking Fund plus the interest to accrue thereon without the need for further investment, is fully sufficient to pay all Bonds Outstanding at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or (c) by depositing with the Paying Agent or an institution to act as escrow agent selected by the District and which meets the requirements of serving as Paying Agent pursuant to the Resolution, in trust, lawful money or noncallable direct obligations issued of the United States of America (including State and Local Government Series Obligations) or other noncallable obligations which are unconditionally guaranteed by a pledge of the full faith and credit of the United States of America in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay and discharge all Bonds Outstanding at or before their respective maturity dates, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; then all obligations of the District and the Paying Agent under the Resolution with respect to such Outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of the Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under the Resolution.

Book-Entry Only System

The Bonds will be issued under a book-entry system, evidencing ownership of the Bonds in principal amounts of $5,000 or integral multiples thereof, with no physical distribution of Bonds made to the public. DTC will act as depository for the Bonds, which will be immobilized in their custody. The Bonds will be registered in the name of Cede & Co., as nominee for DTC. For further information regarding DTC and the book entry system, see APPENDIX E hereto.

Continuing Disclosure Agreement

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the District will enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") in the form of APPENDIX D hereto, on or prior to the issuance and delivery of the Bonds in which the District will undertake, for the benefit of the Beneficial Owners of the Bonds, to provide certain information as set forth therein. See "CONTINUING DISCLOSURE" and "APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT" herein.

SOURCES AND USES OF FUNDS

The proceeds of the Bonds are expected to be applied as follows:

Sources of Funds

Principal Amount of Bonds
Net Original Issue Premium
Total Sources

Uses of Funds

Building Fund
Interest and Sinking Fund
Costs of Issuance[(1)]
Total Uses

[(1)] Payment of the costs of issuance of the Bonds, including Underwriter's discount, Bond and Disclosure Counsel fees, financial advisory fees, rating agency fees and other costs of issuance.

The net proceeds from the sale of the Bonds (other than premium) shall be paid to the County to the credit of Cabrillo Unified School District Building Fund (the "Building Fund") established pursuant to the Resolution and shall be disbursed for the payment of the costs of acquiring and constructing the Projects (as described below). Any premium or accrued interest received by the District from the sale of the Bonds will be deposited in the Interest and Sinking Fund. Earnings on the investment of moneys in either the Building Fund or the Interest and Sinking Fund will be retained in the respective fund and used only for the purposes to which the respective fund may lawfully be applied. Moneys in the Interest and Sinking Fund may only be applied to make payments of principal of and interest, and premium, if any, on bonds of the District. All funds held in the Building Fund and the Interest and Sinking Fund will be invested by the San Mateo County Treasurer in accordance with the investment policy of the County. See "THE SAN MATEO COUNTY POOLED INVESTMENT FUND" herein for more information regarding the County's investment policy.

ANNUAL DEBT SERVICE SCHEDULES

The first of the following two tables summarizes the annual principal and interest payments on the Bonds. The second table shows the annual debt service payments on all of the District's outstanding general obligation bonds, comprising its $34,996,263.25 1996 General Obligation Bonds, Series A (the "1996 Bonds"), $18,000,000 General Obligation Bonds Election of 2012, Series A (the "Series A Bonds"), $20,000,000 General Obligation Bonds, 2012 Election, Series B (the "Series B Bonds"); $20,000,000 General Obligation Bonds, 2012 Election, Series C (the "Series C Bonds"), $4,610,000 2017 General Obligation Refunding Bonds (the "2017 Refunding Bonds") and the Bonds (assuming no optional redemptions):

CABRILLO UNIFIED SCHOOL DISTRICT
Debt Service Schedule
The Bonds

Bond Year Ending August 1	Principal	Interest	Total Debt Service
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
Total			

CABRILLO UNIFIED SCHOOL DISTRICT
Debt Service Schedule
All General Obligation Bonds

Bond Year Ending (August 1)	1996 Bonds	Series A Bonds	Series B Bonds	Series C Bonds	2017 Refunding Bonds	The Bonds	Total
2019	$4,990,000.00	$849,500.00	$743,618.76	$787,931.26	$226,300.00		$7,597,350.02
2020	5,275,000.00	869,500.00	767,618.76	766,931.26	225,900.00		7,904,950.02
2021	5,580,000.00	887,900.00	790,368.76	766,931.26	225,300.00		8,250,500.02
2022	--	905,500.00	822,368.76	766,931.26	224,700.00		2,719,500.02
2023	--	267,650.00	855,618.76	766,931.26	834,100.00		2,724,300.02
2024	--	267,650.00	891,868.76	766,931.26	848,900.00		2,775,350.02
2025	--	267,650.00	910,868.76	766,931.26	867,100.00		2,812,550.02
2026	--	267,650.00	948,368.76	766,931.26	888,500.00		2,871,450.02
2027	--	267,650.00	988,368.76	766,931.26	905,250.00		2,928,200.02
2028	--	267,650.00	1,015,618.76	766,931.26	929,250.00		2,979,450.02
2029	--	922,650.00	1,060,618.76	941,931.26	--		2,925,200.02
2030	--	938,000.00	1,091,668.76	978,181.26	--		3,007,850.02
2031	--	946,437.50	1,136,368.76	1,012,181.26	--		3,094,987.52
2032	--	958,937.50	1,174,268.76	1,043,931.26	--		3,177,137.52
2033	--	979,400.00	1,220,518.76	1,081,531.26	--		3,281,450.02
2034	--	992,400.00	1,264,818.76	1,122,131.26	--		3,379,350.02
2035	--	1,008,600.00	1,306,225.00	1,165,531.26	--		3,480,356.26
2036	--	1,022,800.00	1,355,600.00	1,206,531.26	--		3,584,931.26
2037	--	1,040,000.00	1,399,800.00	1,250,131.26	--		3,689,931.26
2038	--	--	1,450,800.00	1,724,881.26	--		3,175,681.26
2039	--	--	1,503,200.00	1,792,925.00	--		3,296,125.00
2040	--	--	1,556,800.00	1,860,925.00	--		3,417,725.00
2041	--	--	1,611,400.00	1,935,075.00	--		3,546,475.00
2042	--	--	1,666,800.00	2,010,025.00	--		3,676,825.00
2043	--	--	1,727,800.00	2,085,600.00	--		3,813,400.00
2044	--	--	1,794,000.00	2,163,200.00	--		3,957,200.00
2045	--	--	--	3,390,000.00	--		3,390,000.00
2046	--	--	--	3,504,800.00	--		3,504,800.00
Total	$15,845,000.00	$13,927,525.00	$31,055,375.16	$37,959,825.20	$6,175,300.00		$104,963,025.36

SECURITY FOR THE BONDS

General

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County of San Mateo has the power and is obligated to levy and collect *ad valorem* taxes upon all property within the District subject to taxation by the County, without limitation as to rate or amount (except certain personal property which is taxable at limited rates) for payment of both principal of and interest on the Bonds. See "TAX BASE FOR REPAYMENT OF THE BONDS" herein. The District received authorization to issue $99,000,000 principal amount of general obligation bonds pursuant to an election of the qualified electors within the District on June 5, 2018. Subsequent to the issuance of the Bonds, $64,000,000* aggregate principal amount of general obligation bonds will remain for issuance under the Authorization.

Property Taxation System

Property tax revenues result from the application of the appropriate tax rate to the total assessed value of taxable property in the District. School districts receive property taxes for payment of voter-approved bonds as well as for general operating purposes.

Local property taxation is the responsibility of various county officers. School districts whose boundaries extend into more than one county are treated for property tax purposes as separate jurisdictions in each county in which they are located. For each school district located in a county, the county assessor computes the value of locally assessed taxable property. Based on the assessed value of property and the scheduled debt service on outstanding bonds in each year, the county auditor-controller computes the rate of tax necessary to pay such debt service, and presents the tax rolls (including rates of tax for all taxing jurisdictions in the county) to the county board of supervisors for approval. The county treasurer and tax collector prepares and mails tax bills to taxpayers and collects the taxes. In addition, the treasurer and tax collector, as *ex officio* treasurer of each school district located in the county, holds school district funds, including taxes collected for payment of school bonds, and is charged with payment of principal and interest on the bonds when due.

Restrictions on use of *Ad Valorem* Taxes and Statutory Lien on Debt Service – Senate Bill 222

Under State law, school districts may levy *ad valorem* taxes (in addition to their share of the 1% county tax to pay operating expenses) only to pay principal of and interest on general obligation bonds that, like the Bonds, are approved at an election to finance specified projects or are bonds issued to refund such general obligation bonds. Moreover, State law provides that the *ad valorem* taxes may be levied to pay the principal of and interest on bonds and for no other purpose. Consequently, under State law, the District is not authorized to divert revenue from *ad valorem* taxes levied to pay the Bonds to a purpose other than payment of the Bonds.

Pursuant to Section 53515 of the State Government Code, effective January 1, 2016 and added by California Senate Bill 222 (2015), the Bonds will be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof. The lien automatically attaches, without further action or authorization by the Board, and is valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the *ad valorem* property tax will be immediately subject to the lien, and such lien will be enforceable against the District, its successor, transferees and creditors, and all other parties asserting rights therein,

* Preliminary; subject to change.

irrespective of whether such parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

Pledge of Tax Revenues

Under the Resolution, the District has pledged, as security for the Bonds and the interest thereon, the proceeds from the levy of the *ad valorem* tax which the County levies and receives and all interest earnings thereon (the "Pledged Moneys"). The Pledged Moneys shall be used to pay the principal of, premium, if any, and interest on the Bonds when and as the same shall become due and payable.

The Bonds are the general obligations of the District and do not constitute an obligation of the County except as provided in the Resolution. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds or the interest thereon. Other than the Pledged Moneys, no funds or accounts of the District are pledged to payment of the Bonds.

THE PROJECTS

The District intends to apply the net proceeds of the Bonds to finance the acquisition, construction, furnishing and equipping of District facilities in accordance with the bond proposition approved at the Election which includes the ballot measure and a project list.

The "Smaller Classes, Safer Schools, and Financial Accountability Act," a Constitutional amendment known as Proposition 39, controls the method by which the District will expend Bond proceeds on its capital improvements. Prior to the Election, the District prepared and submitted to the Board for approval a master list of capital improvement projects to be built, acquired, constructed or installed with the proceeds of the Bonds, which was then submitted to the voters at the Election (the "Project List"). The District will prioritize and may not undertake to complete all components of the Project List.

TAX BASE FOR REPAYMENT OF THE BONDS

***Ad Valorem* Property Taxation**

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. However, upon a change in ownership of property or completion of new construction, State law permits an accelerated recognition and taxation of increases in real property assessed valuation (known as a "floating lien date"). For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing property secured by a lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

The County levies a 1% property tax on behalf of all taxing agencies in the County. The taxes collected are allocated on the basis of a formula established by State law enacted in 1979. Under this formula, the County and all other taxing entities within the County receives a base year allocation plus an allocation on the basis of "situs" growth in assessed value (new construction, change of ownership, inflation) prorated among the jurisdictions which serve the tax rate areas within which the growth occurs. Tax rate areas are specifically defined geographic areas which were developed to permit the levying of taxes for less than county-wide or less than city-wide special and school districts. In addition, the County levies and collects additional approved property taxes and assessments on behalf of any taxing agency within the County.

Property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll secured by the assessee's fee ownership of land with respect to which taxes are delinquent is declared tax-defaulted on or about June 30. Those properties on the secured roll that become tax-defaulted on June 30 of the fiscal year that are not secured by the assessee's fee ownership of land are transferred to the unsecured roll and are then subject to the County Treasurer's enforcement procedures (*i.e.*, seizures of money and property, liens and judgments). Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a penalty of one and one-half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the tax-defaulted property is subject to sale by the County Treasurer.

Property taxes on the unsecured roll as of July 31 become delinquent, if unpaid, on August 31 and are subject to a 10% delinquency penalty. Unsecured property taxes remaining unpaid on October 31 are also subject to an additional penalty of one and one-half percent per month on the first day of each month thereafter. The additional penalties shall continue to attach until the time of payment or until the time a court judgment is entered for the amount of unpaid taxes and penalties, whichever occurs first.

The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the respective County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for recordation in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements, bank accounts or possessory interests belonging or assessed to the taxpayer.

Assessed Valuations

The assessed valuation of property in the District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the full value of the property, as defined in Article XIIIA of the California Constitution. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS" herein.

A State-reimbursed exemption currently provides a credit of $7,000 of the full value of an owner-occupied dwelling for which application has been made to the County Assessor. The revenue estimated to be lost to local taxing agencies due to the exemption is reimbursed from State sources. Reimbursement is based upon total taxes due upon such exempt value and is not reduced by any amount for estimated or actual delinquencies.

In addition, certain classes of property such as churches, colleges, not-for-profit hospitals and charitable institutions are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

The following table presents the historical assessed valuation in the District for the last fifteen fiscal years including the annual percent change. The District's total assessed valuation was $6,354,257,831 in fiscal year 2017-18.

CABRILLO UNIFIED SCHOOL DISTRICT
Assessed Valuation
Fiscal Year 2003-04 through Fiscal Year 2017-18

	Local Secured	Utility	Unsecured	Total	% Change
2003-04	$3,368,230,757	$162,493	$60,300,589	$3,428,693,839	8.9%
2004-05	3,604,284,834	162,493	57,941,453	3,662,388,780	6.8
2005-06	3,974,264,997	188,922	58,069,829	4,032,523,748	10.1
2006-07	4,323,627,030	188,919	63,282,397	4,387,099,346	8.8
2007-08	4,578,075,065	187,500	81,469,568	4,659,723,133	6.2
2008-09	4,850,935,566	187,500	70,312,903	4,921,435,969	5.6
2009-10	4,878,990,818	187,500	81,230,226	4,960,408,544	0.8
2010-11	4,861,921,536	187,500	73,983,765	4,936,092,801	-0.5
2011-12	4,931,615,881	150,000	89,651,741	5,021,417,622	1.7
2012-13	5,016,918,165	150,000	83,256,937	5,100,325,102	1.6
2013-14	5,101,792,900	150,000	88,078,938	5,190,021,838	1.8
2014-15	5,321,384,492	150,000	90,250,928	5,411,785,420	4.3
2015-16	5,676,276,844	105,000	100,619,426	5,777,001,270	6.7
2016-17	5,924,728,011	105,000	96,505,742	6,021,338,753	4.2
2017-18	6,255,870,534	105,000	98,282,297	6,354,257,831	5.5

Source: California Municipal Statistics, Inc.

Appeals and Adjustments of Assessed Valuations

Pursuant to California Proposition 8 of November 1978 ("Proposition 8"), property owners may apply for a reduction of their property tax assessment by filing a written application, in a form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. County assessors may independently reduce assessed values as well based upon the factors described in the paragraph above or reductions in the fair market value of the taxable property. In most cases, an appeal is filed because the applicant believes that present market conditions (such as lower residential home sale prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIIIA. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIIIA of the California Constitution."

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

County assessors, at their discretion, may also, from time to time, review certain property types purchased between specific time periods and may proactively, temporarily reduce the assessed value of qualifying properties to Proposition 8 assessed values without owner appeal therefor.

A property that has been reassessed under Proposition 8, whether pursuant to owner appeal or due to county assessor review, is subsequently reviewed annually to determine its lien date value. Assuming no change in ownership or new construction, and if and as market conditions improve, the assessed value of a property with a Proposition 8 assessed value in place may increase as of each property tax lien date by more than the standard annual inflationary factor growth rate allowed under Article XIIIA (currently, a 2% annual maximum) until such assessed value again equals the Article XIIIA base year value for such property as adjusted for inflation and years of ownership, at which point such property is again taxed pursuant to Article XIIIA and base year values may not be increased by more than the standard Article XIIIA annual inflationary factor growth rate. A change in ownership while a property is subject to a Proposition 8 reassessment assessed valuation will cause such assessed valuation to become fixed as a new Article XIIIA base year value for such property. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIIIA of the California Constitution" herein. A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date

No assurance can be given that property tax appeals and reassessments in the future will not significantly reduce the assessed valuation of property within the District.

Economic and other factors beyond the District's control, such as general market decline in property values, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, fire, flood, drought or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rate levied by the County to pay the debt service on the Bonds. See "SECURITY FOR THE BONDS" and "DISTRICT FINANCIAL INFORMATION – State Budget Measures – *Recent California Drought Conditions and Wildfires*."

The table below presents the 2017-18 assessed valuation within the District by jurisdiction.

CABRILLO UNIFIED SCHOOL DISTRICT
2017-18 Assessed Valuation by Jurisdiction

Jurisdiction:	Assessed Valuation in School District	% of School District	Assessed Valuation of Jurisdiction	% of Jurisdiction in School District
City of Half Moon Bay	$2,909,319,362	45.79%	$2,909,319,362	100.00%
Unincorporated San Mateo County	3,444,938,469	54.21	$20,527,478,767	16.78%
Total District	$6,354,257,831	100.00%		
San Mateo County	$6,354,257,831	100.00%	$206,921,709,423	3.07%

Source: California Municipal Statistics, Inc.

The following table presents the distribution of single family homes within the District among various assessed valuation ranges, as well as the average and median assessed valuation of single family homes, for fiscal year 2017-18.

CABRILLO UNIFIED SCHOOL DISTRICT
2017-18 Assessed Valuation of Single Family Homes

	No. of Parcels	2017-18 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single Family Residential	7,249	$4,862,661,906	$670,805	$609,319

2017-18 Assessed Valuation	No. of Parcels[(1)]	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
$0 - $99,999	473	6.525%	6.525%	$ 35,441,892	0.729%	0.729%
$100,000 - $199,999	570	7.863	14.388	82,123,462	1.689	2.418
$200,000 - $299,999	558	7.698	22.086	139,604,967	2.871	5.289
$300,000 - $399,999	620	8.553	30.639	217,692,523	4.477	9.765
$400,000 - $499,999	675	9.312	39.950	303,757,928	6.247	16.012
$500,000 - $599,999	655	9.036	48.986	360,196,476	7.407	23.420
$600,000 - $699,999	629	8.677	57.663	407,631,983	8.383	31.803
$700,000 - $799,999	680	9.381	67.044	509,150,134	10.471	42.273
$800,000 - $899,999	617	8.512	75.555	522,481,540	10.745	53.018
$900,000 - $999,999	435	6.001	81.556	411,581,973	8.464	61.482
$1,000,000 - $1,099,999	315	4.345	85.902	328,971,118	6.765	68.247
$1,100,000 - $1,199,999	237	3.269	89.171	271,979,867	5.593	73.840
$1,200,000 - $1,299,999	181	2.497	91.668	225,517,382	4.638	78.478
$1,300,000 - $1,399,999	122	1.683	93.351	164,042,639	3.374	81.852
$1,400,000 - $1,499,999	109	1.504	94.854	157,898,871	3.247	85.099
$1,500,000 - $1,599,999	98	1.352	96.206	151,213,924	3.110	88.209
$1,600,000 - $1,699,999	63	0.869	97.075	103,386,076	2.126	90.335
$1,700,000 - $1,799,999	34	0.469	97.544	59,143,858	1.216	91.551
$1,800,000 - $1,899,999	35	0.483	98.027	64,684,880	1.330	92.881
$1,900,000 - $1,999,999	31	0.428	98.455	60,264,776	1.239	94.121
$2,000,000 and greater	112	1.545	100.000	285,895,637	5.879	100.000
Total	7,249	100.000%		$4,862,661,906	100.000%	

(1) Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

The table below presents the 2017-18 assessed valuation within the District by land use.

CABRILLO UNIFIED SCHOOL DISTRICT
2017-18 Assessed Valuation and Parcels by Land Use

Non-Residential:	2017-18 Assessed Valuation[(1)]	% of Total	No. of Parcels	% of Total
Agricultural/Rural	$248,556,372	3.97%	701	5.18%
Commercial/Office	231,337,207	3.70	229	1.69
Industrial	56,903,536	0.91	102	0.75
Recreational	45,173,220	0.72	33	0.24
Government/Social/Institutional	33,356,134	0.53	53	0.39
Miscellaneous	9,119,620	0.15	309	2.28
Subtotal Non-Residential	$624,446,089	9.98%	1,427	10.54%
Residential:				
Single Family Residence	$4,862,661,906	77.73%	7,249	53.54%
Condominium/Townhouse	119,283,987	1.91	272	2.01
Mobile Home	12,494,088	0.20	422	3.12
Mobile Home Park	11,109,805	0.18	11	0.08
Hotel/Motel	239,997,719	3.84	74	0.55
2-4 Residential Units	158,197,231	2.53	272	2.01
5+ Residential Units/Apartments	50,583,026	0.81	27	0.20
Subtotal Residential	$5,454,327,762	87.19%	8,327	61.50%
Vacant Parcels	$177,096,683	2.83%	3,785	27.96%
Total	$6,255,870,534	100.00%	13,539	100.00%

(1) Local secured assessed valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

The table below presents the 2017-18 largest local secured taxpayers within the District.

CABRILLO UNIFIED SCHOOL DISTRICT
Largest 2017-18 Local Secured Taxpayers

	Property Owner	Primary Land Use	2017-18 Assessed Valuation	% of Total[(1)]
1.	SHC Half Moon Bay LLC	Hotel	$146,205,488	2.34%
2.	Ocean Colony Partners LP	Golf Course	46,161,823	0.74
3.	Keet Nerhan	Hotel	28,608,286	0.46
4.	Point Pillar Project Developer	Hotel	28,058,106	0.45
5.	Moonridge Associates	Apartments	18,512,998	0.30
6.	Lifemark Group Inc.	Cemetery	18,237,965	0.29
7.	Regency Centers LP	Shopping Center	15,423,559	0.25
8.	Saguaro National Insurance Co.	Undeveloped	14,230,376	0.23
9.	IWF Half Moon Bay LLC	Hotel	10,487,921	0.17
10.	M. Keith Waddell Trust	Agricultural	10,042,123	0.16
11.	Skymoon Ranch LLC	Agricultural	9,693,890	0.15
12.	Half Moon Bay Edenbridge LP	Undeveloped	9,500,000	0.15
13.	Todd E. Gelfand Trust	Residence	9,392,357	0.15
14.	Browning-Ferris Industries Inc.	Agricultural	9,252,744	0.15
15.	Skyline Real Estate LLC	Commercial	8,965,786	0.14
16.	Longs Drug Store Inc.	Shopping Center	8,523,766	0.14
17.	Bay City Flower Co.	Agricultural	7,748,007	0.12
18.	Castro Partners LLC	Office Building	7,585,437	0.12
19.	Professional Peninsula Properties LLC	Office Building	7,184,545	0.11
20.	Liquid Sky Properties One LP	Restaurant	7,012,417	0.11
			$420,827,594	6.73%

(1) 2017-18 local secured assessed valuation: $6,255,870,534.
Source: California Municipal Statistics, Inc.

The top 20 taxpayers (on the secured roll) for 2017-18 accounted for 6.73% of the total secured assessed value in the District which was $6,255,870,534. According to California Municipal Statistics, Inc., the largest secured taxpayer in the District for 2017-18 was SHC Half Moon Bay LLC, accounting for 2.34% of the total secured assessed value in the District. No other secured taxpayer accounted for more than 0.74% of the total secured assessed value in the District. The more property (by assessed value) owned by a single taxpayer, the more tax collections are exposed to weakness, if any, in such taxpayer's financial situation and ability or willingness to pay property taxes in a timely manner.

Tax Rates

The following table sets forth typical tax rates levied in Tax Rate Area (9-001) for fiscal years 2013-14 through 2017-18:

CABRILLO UNIFIED SCHOOL DISTRICT
Typical Total Tax Rates per $100 Assessed Valuation (TRA 87-076)

	2013-14	2014-15	2015-16	2016-17	2017-18
General	$1.0000	$1.0000	$1.0000	$1.0000	$1.000
Montara Sanitation District	.1168	.1130	.0979	.0923	.0851
Cabrillo Unified School District	.0719	.0704	0.726	.0832	.0751
San Mateo Community College District	.0194	.0190	.0250	.0247	.0235
Total	$1.2081	$1.2024	$1.1955	$1.2002	$1.1837

(1) 2017-18 assessed valuation of TRA 87-076 is $1,164,421,322.
Source: California Municipal Statistics, Inc.

The Teeter Plan

The Board of Supervisors of the County approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan for the County, the County apportions secured property taxes on an accrual basis when due (irrespective of actual collections) to its local political subdivisions, including the District, for which the County acts as the tax-levying or tax-collecting agency.

The Teeter Plan for the County is applicable to all tax levies for which the County acts as the tax-levying or tax-collecting agency, or for which the County Treasury is the legal depository of tax collections.

Under the Teeter Plan, the District will receive 100% of its *ad valorem* property tax levied with respect to the Bonds irrespective of actual delinquencies in the collection of property taxes by the County.

The Teeter Plan of the County is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors of the County receives a petition for its discontinuance joined in by a resolution adopted by at least two-thirds of the participating revenue districts in the County. In the event the Board of Supervisors of the County orders discontinuance of its Teeter Plan, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the County acts as the tax-levying or tax-collecting agency. In addition, if the delinquency rate for all *ad valorem* property taxes levied within the District exceeds 3%, the Board of Supervisors can terminate the Teeter Plan with respect to the District. In the event that the Teeter Plan were terminated with regard to the secured tax roll, the amount of the levy of *ad valorem* property taxes would depend upon the collection of *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District.

The District is not aware of any petitions for the discontinuance of the Teeter Plan now pending in the County.

The following table shows secured tax charges and delinquencies for taxes collected by the County on all property within the District's boundaries for fiscal years 2012-13 through 2016-17 with respect to the tax levy for debt service on general obligation bonds.

CABRILLO UNIFIED SCHOOL DISTRICT
Secured Tax Charges and Delinquency Rates
Fiscal Years 2012-13 through 2016-17

	Secured Tax Charge[1]	Amt. Delinquent June 30	% Delinquent June 30
2012-13	$3,567,438.80	$50,092.26	1.40%
2013-14	3,635,071.29	54,426.70	1.50
2014-15	3,713,731.36	37,901.69	1.02
2015-16	4,081,520.70	50,673.07	1.24
2016-17	4,896,027.38	55,505.69	1.13

[1] Debt service levy only.
[2] The County Board of Supervisors can terminate the Teeter Plan with respect to the District if the delinquency rate for *ad valorem* property taxes within the District in any year exceeds 3%.
Source: California Municipal Statistics, Inc.

Direct and Overlapping Debt

Numerous local agencies which provide public services overlap the District's service area. These local agencies have outstanding debt in the form of general obligation, lease revenue and special assessment bonds. The following table shows the District's estimated direct and overlapping bonded debt. The statement excludes self-supporting revenue bonds, tax allocation bonds and non-bonded capital lease obligations. The District has not reviewed this table and there can be no assurance as to the accuracy of the information contained in the table; inquiries concerning the scope and methodology of procedures carried out to compile the information presented should be directed to California Municipal Statistics, Inc.

The following table is a statement of the District's direct and estimated overlapping bonded debt as of September 1, 2018:

CABRILLO UNIFIED SCHOOL DISTRICT
DIRECT AND OVERLAPPING BONDED INDEBTEDNESS

2017-18 Assessed Valuation: $6,354,257,831

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 9/1/18	
San Mateo Community College District	3.071%	$16,680,599	
Cabrillo Unified School District	**100.000**	**55,951,304**	(1)
Montara Sanitary District	100.000	9,290,000	
Midpeninsula Regional Open Space District	0.104	96,158	
Granada Sanitary District 1915 Act Bonds	100.000	2,280,000	
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$84,298,061	
OVERLAPPING GENERAL FUND DEBT:			
San Mateo County General Fund Obligations	3.071%	$10,756,956	
San Mateo County Board of Education Certificates of Participation	3.071	268,559	
City of Half Moon Bay Judgment Obligation Bonds	100.000	10,915,000	
Midpeninsula Regional Open Space District Certificates of Participation	0.104	122,149	
TOTAL OVERLAPPING GENERAL FUND DEBT		$22,062,664	
COMBINED TOTAL DEBT		$106,360,725	(2)

(1) Excludes the Bonds to be sold.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2017-18 Assessed Valuation:

Direct Debt ($55,951,304)	**0.88%**
Total Direct and Overlapping Tax and Assessment Debt	1.33%
Combined Total Debt	1.67%

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Source: California Municipal Statistics, Inc.

DISTRICT FINANCIAL INFORMATION

The information in this section concerning the operations of the District and the District's finances is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem tax approved by the voters pursuant to all applicable laws and Constitutional requirements, and required to be levied by the County on all property within the District in an amount sufficient for the timely payment of principal of and interest on the Bonds. See "SECURITY FOR THE BONDS" and "TAX BASE FOR REPAYMENT OF THE BONDS" herein.

State Funding of Education

On June 27, 2013, the State adopted a new method for funding school districts commonly known as the "Local Control Funding Formula." The Local Control Funding Formula ("LCFF") was initially implemented in fiscal year 2013-14 and has subsequently been implemented in stages with full implementation expected in fiscal year 2020-21. Prior to adoption of the LCFF, the State used a revenue limit system described below.

Local Control Funding Formula. State Assembly Bill 97 (Stats. 2013, Chapter 47) ("AB 97"), enacted as a part of the 2013-14 State Budget (defined below), enacted the LCFF beginning in fiscal year 2013-14, which replaced the revenue limit funding system and many categorical programs. See "-Revenue Limit Funding System" below. The LCFF distributes resources to schools through a guaranteed base revenue limit funding grant (the "Base Grant") per unit of ADA. The average Base Grant is $7,643 per unit of ADA, which is $2,375 more than the average revenue limit. Additional supplemental funding is made available based on the proportion of English language learners, low-income students and foster youth. The LCFF replaces the existing revenue limit funding system and many categorical programs. The District expects revenues to increase as a result of the implementation of the LCFF.

The primary component of AB 97, as amended by SB 91, is the implementation of the LCFF, which replaces the revenue limit funding system for determining State apportionments, as well as the majority of categorical program funding. State allocations will be provided on the basis of target base funding grants per unit of ADA (a "Base Grant") assigned to each of four grade spans. Full implementation of the LCFF is expected to occur over a period of several fiscal years. Beginning in fiscal year 2013-14, an annual transition adjustment is required to be calculated for each school district, equal to such district's proportionate share of appropriations included in the State budget to close the gap between the prior-year funding level and the target allocation following full implementation of the LCFF. In each year, school districts will have the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap.

The initial Base Grants per unit of ADA for each grade span were as follows: (i) $6,845 for grades K-3; (ii) $6,947 for grades 4-6; (iii) $7,154 for grades 7-8; and (iv) $8,289 for grades 9-12. Beginning in fiscal year 2013-14, and in each subsequent year, the Base Grants are to be adjusted for cost-of-living increases by applying the implicit price deflator for government goods and services. Following full implementation of the LCFF, the provision of COLAs will be subject to appropriation for such adjustment in the annual State budget. The differences among Base Grants are linked to differentials in statewide average revenue limit rates by district type, and are intended to recognize the generally higher costs of education at higher grade levels.

The Base Grants for grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Following full implementation of the LCFF, and unless otherwise collectively bargained for, school districts serving students in grades K-3 must maintain an average class enrollment of 24 or fewer students in grades K-3 at each school site in order to continue receiving the adjustment to the K-3 Base Grant. Such school districts must also make progress towards this class size reduction goal in proportion to the growth in their funding over the implementation period. Additional add-ons are also provided to school districts that received categorical block grant funding pursuant to the Targeted Instructional Improvement and Home-to-School Transportation programs during fiscal year 2012-13.

School districts that serve students of limited English proficiency ("EL" students), students from low income families that are eligible for free or reduced priced meals ("LI" students) and foster youth are eligible to receive additional funding grants. Enrollment counts are unduplicated, such that students may not be counted as both EL and LI (foster youth automatically meet the eligibility requirements for free or reduced priced meals and are not discussed separately herein). A supplemental grant add-on (each, a "Supplemental Grant") is authorized for school districts that serve EL/LI students, equal to 20% of the applicable Base Grant multiplied by such districts' percentage of unduplicated EL/LI student enrollment. School districts whose EL/LI populations exceed 55% of their total enrollment are eligible for a concentration grant add-on (each, a "Concentration Grant") equal to 50% of the applicable Base Grant multiplied by the percentage of such district's unduplicated EL/LI student enrollment in excess of the 55% threshold.

The following table sets forth the ADA and enrollment for fiscal years 2008-09 through 2017-18.

ADA AND ENROLLMENT
Fiscal Years 2008-09 through 2017-18
Cabrillo Unified School District

Fiscal Year	ADA	Enrollment
2008-09	3,393	
2009-10	3,385	
2010-11	3,352	
2011-12	3,317	
2012-13	3,324	
2013-14	3,357	
2014-15	3,373	
2015-16	3,334	
2016-17	3,279	
2017-18	3,207	

Source: The District.

The following table sets forth the ADA by grade span, enrollment and the percentage of EL/LI enrollment for fiscal year 2016-17 and 2017-18 with projections for fiscal years 2018-19 through 2020-21.

ADA, ENROLLMENT AND ENGLISH LANGUAGE/LOW INCOME ENROLLMENT
Fiscal Years 2016-17 through 2020-21
Cabrillo Unified School District

	ADA				Enrollment	
Fiscal Year	TK-3	4-6	7-8	9-12	Total Enrollment	% of EL/LI Enrollment
2016-17	918	713	486	939	3,279	44%
2017-18					3,207	
2018-19[1]						
2019-20[1]						
2020-21[1]						

[1] Budgeted..
Source: The District.

For certain school districts that would have received greater funding levels under the prior revenue limit system, the LCFF provides for a permanent economic recovery target ("ERT") add-on, equal to the difference between the revenue limit allocations such districts would have received under the prior system in fiscal year 2020-21, and the target LCFF allocations owed to such districts in the same year. To derive the projected funding levels, the LCFF assumes the discontinuance of deficit revenue limit funding, implementation of a 1.94% COLA in fiscal years 2014-15 through 2020-21, and restoration of categorical funding to pre-recession levels. The ERT add-on will be paid incrementally over the implementing period of the LCFF. The District does not qualify for the ERT add-on.

The sum of a school district's adjusted Base, Supplemental and Concentration Grants will be multiplied by such district's P-2 ADA for the current or prior year, whichever is greater (with certain adjustments applicable to small school districts). This funding amount, together with any applicable ERT or categorical block grant add-ons, will yield a district's total LCFF allocation. Generally, the amount of annual State apportionments received by a school district will amount to the difference between such total LCFF allocation and such district's share of applicable local property taxes. Most school districts receive a significant portion of their funding from such State apportionments. As a result, decreases in State revenues may significantly affect appropriations made by the Legislature to school districts.

Certain schools districts, known as "basic aid" districts, have allocable local property tax collections that equal or exceed such districts' total LCFF allocation, and result in the receipt of no State apportionment aid. Basic aid school districts receive only special categorical funding, which is deemed to satisfy the "basic aid" requirement of $120 per student per year guaranteed by Article IX, Section 6 of the State Constitution. The implication for basic aid districts is that the legislatively determined allocations to school districts, and other politically determined factors, are less significant in determining their primary funding sources. Rather, property tax growth and the local economy are the primary determinants.

Basic Aid District in Prior Fiscal Years From fiscal year 2008-09 through fiscal year 2012-13, the District's local property taxes exceeded the State's calculated revenue limit for the District, resulting in the District being treated as a "Basic Aid" district, meaning that the District did not receive a revenue limit entitlement from the State, but was funded from local property taxes. During normal financial circumstances a school district would have to "grow" into basic aid status due to increases in property tax values exceeding the district's statutory revenue limit calculation. However, for the District (and many other districts in California), from 2008-09 through 2013-14, the State's severe deficit to revenue limit income caused the District to "fall" into basic aid status. Likewise, under normal circumstances, a Basic Aid district would be able to retain property tax revenues in excess of its statutory revenue limit calculation, but due to the State's budget difficulties, commencing in fiscal year 2009-10, Basic Aid districts, including the District, had to forfeit their "fair share" of certain State-funded categorical funds, being $250 per ADA, provided that such reduction could not take the Basic Aid district below its revenue limit entitlement. The result was that some of the excess local property taxes which exceeded a district's revenue limit had to be redirected to the State, and in the case of the District, the District was not able to retain any of its local property tax revenues above the revenue limit from 2009-10 through 2013-14.

Due to the adoption by the State of a new education funding model, the LCFF, funding beginning in fiscal year 2013-14 was based on different factors than in prior fiscal years. With the implementation of the LCFF, as of 2014-15, the District's local property tax revenues no longer exceed its State funding entitlement and it is no longer a Basic Aid District. See "-State Funding of Education - *Local Control Funding Formula*" above for more information about the LCFF.

Accountability. The State Board of Education has promulgated regulations regarding the expenditure of supplemental and concentration funding, including a requirement that school districts increase or improve services for EL/LI students in proportion to the increase in funds apportioned to such district on the basis of the number and concentration of such EL/LI students, as well as the conditions under which school districts can use supplemental or concentration funding on a school-wide or district-wide basis.

School districts are also required to adopt local control and accountability plans ("LCAPs") disclosing annual goals for all students, as well as certain numerically significant student subgroups, to be achieved in eight areas of State priority identified by the LCFF. LCAPs may also specify additional local priorities. LCAPs must specify the actions to be taken to achieve each goal, including actions to correct identified deficiencies with regard to areas of State priority. LCAPs are required to be adopted every three

years, beginning in fiscal year 2014-15, and updated annually thereafter. The State Board of Education has developed and adopted a template LCAP for use by school districts.

Support and Intervention. AB 97, as amended by SB 91, establishes a new system of support and intervention to assist school districts meet the performance expectations outlined in their respective LCAPs. School districts must adopt their LCAPs (or annual updates thereto) in tandem with their annual operating budgets, and not later than five days thereafter submit such LCAPs or updates to their respective county superintendents of schools. On or before August 15 of each year, a county superintendent may seek clarification regarding the contents of a district's LCAP (or annual update thereto), and the district is required to respond to such a request within 15 days. Within 15 days of receiving such a response, the county superintendent can submit non-binding recommendations for amending the LCAP or annual update, and such recommendations must be considered by the respective school district at a public hearing within 15 days. A district's LCAP or annual update must be approved by the county superintendent by October 8 of each year if the superintendent determines that (i) the LCAP or annual update adheres to the State template, and (ii) the district's budgeted expenditures are sufficient to implement the actions and strategies outlined in the LCAP.

A school district is required to receive additional support if its respective LCAP or annual update thereto is not approved, if the district requests technical assistance from its respective county superintendent, or if the district does not improve student achievement across more than one State priority for one or more student subgroups. Such support can include a review of a district's strengths and weaknesses in the eight State priority areas, or the assignment of an academic expert to assist the district identify and implement programs designed to improve outcomes. Assistance may be provided by the California Collaborative for Educational Excellence, a state agency created by the LCFF and charged with assisting school districts achieve the goals set forth in their LCAPs. The State Board of Education has developed rubrics to assess school district performance and the need for support and intervention.

The State Superintendent of Public Instruction (the "State Superintendent") is further authorized, with the approval of the State Board of Education, to intervene in the management of persistently underperforming school districts. The State Superintendent may intervene directly or assign an academic trustee to act on his or her behalf. In so doing, the State Superintendent is authorized to (i) modify a district's LCAP, (ii) impose budget revisions designed to improve student outcomes, and (iii) stay or rescind actions of the local governing board that would prevent such district from improving student outcomes; provided, however, that the State Superintendent is not authorized to rescind an action required by a local collective bargaining agreement.

Revenue Limit Funding System. Prior to the implementation of the LCFF, annual State apportionments of basic and equalization aid to school districts for general purposes were computed up to a revenue limit (described below) per unit of ADA. Generally, such apportionments amounted to the difference between the District's revenue limit and the District's local property tax allocation. Revenue limit calculations were adjusted annually in accordance with a number of factors designed primarily to provide cost of living increases and to equalize revenues among all of the same type of California school districts (i.e., unified, high school or elementary). State law also provided for State support of specific school related programs, including summer school, adult education, deferred maintenance of facilities, pupil transportation, portable classrooms and other capital outlays and various categorical aids.

Revenue Sources

The District categorizes its general fund revenues into four sources:

CABRILLO UNIFIED SCHOOL DISTRICT
District Revenue Sources

	Percentage of Total District General Fund Revenues			
Revenue Source	2015-16	2016-17	2017-18[(1)]	2018-19[(2)]
LCFF sources	85.1%			
Federal revenues	4.6			
Other State revenues	2.9			
Other local revenues	7.4			

(1) Based on 2017-18 Estimated Actual financial results.
(2) Based on the 2018-19 Adopted Budget.
Source: The District.

LCFF Sources. State funding under the LCFF consists of Base Grants and supplemental grants as described above. See "- State Funding of Education – Local Control Funding Formula" above.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under the Educational Consolidation and Improvement Act, and specialized programs such as All Students Succeed and Safe and Drug Free Schools.

Other State Revenues. The District receives some other State revenues. These other State revenues are primarily restricted revenues funding items such as the Special Education Master Plan, Economic Impact Aid, School Improvement Program, instructional materials, and various block grants.

The District receives State aid from the California State Lottery (the "Lottery"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instructional material.

Other Local Revenues. In addition to property taxes, the District receives additional local revenues from items such as interest earnings, interagency services and other local sources.

Parcel Taxes In June 2010, the community responded to the fiscal crisis imposed on the District by passing Measure E, an annual parcel tax of $150 for five years, and in June 2014, the voters within the District approved a continuation of Measure E which extends the an annual parcel tax for an additional five years through fiscal year 2019-20. Measure E revenues contribute approximately $1.7 million per year, thereby offsetting losses from State funding.

District Investments

The San Mateo County Treasurer-Tax Collector (the "County Treasurer") manages, in accordance with California Government Code Section 53600 *et seq.*, funds deposited with the County Treasurer by school and community college districts located in the County, various special districts, and some cities within the State of California. State law generally requires that all moneys of the County,

school and community college districts and certain special districts located in the County be held in the County's Treasury Pool.

The composition and value of investments under management in the Treasury Pool vary from time to time depending on cash flow needs of the County and public agencies invested in the pool, maturity or sale of investments, purchase of new securities, and due to fluctuations in interest rates generally. For further information about Pooled Investment Fund, see "THE SAN MATEO COUNTY POOLED INVESTMENT FUND".

Budget Procedures

State Budgeting Requirements. The District is required by provisions of the State Education Code to maintain a balanced budget each year, in which the sum of expenditures and the ending fund balance cannot exceed the sum of revenues and the carry-over fund balance from the previous year. The State Department of Education imposes a uniform budgeting and accounting format for school districts. The budget process for school districts was substantially amended by Assembly Bill 1200 ("AB 1200"), which became State law on October 14, 1991. Portions of AB 1200 are summarized below.

School districts must adopt a budget on or before July 1 of each year. The budget must be submitted to the county superintendent within five days of adoption or by July 1, whichever occurs first. In 2014, Assembly Bill 2585 was enacted, which repealed provisions authorizing schools districts to use a dual budget adoption cycle. Instead, all school districts must be on a single budget cycle. The single budget is only readopted if it is disapproved by the county office of education, or as needed. The District is on a single budget cycle and adopts its budget on or before July 1.

The county superintendent will examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, will determine if the budget allows the district to meet its current obligations and will determine if the budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments. On or before August 15, the county superintendent will approve, conditionally approve or disapprove the adopted budget for each school district. Budgets will be disapproved if they fail the above standards. The district board must be notified by August 15 of the county superintendent's recommendations for revision and reasons for the recommendations. The county superintendent may assign a fiscal advisor or appoint a committee to examine and comment on the superintendent's recommendations. The committee must report its findings no later than August 20. Any recommendations made by the county superintendent must be made available by the district for public inspection. No later than August 20, the county superintendent must notify the Superintendent of Public Instruction of all school districts whose budget has been disapproved.

For districts whose budgets have been disapproved, the district must revise and readopt its budget by September 8, reflecting changes in projected income and expense since July 1, including responding to the county superintendent's recommendations. The county superintendent must determine if the budget conforms with the standards and criteria applicable to final district budgets and not later than October 8, will approve or disapprove the revised budgets. If the budget is disapproved, the county superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1. Until a district's budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

Interim Financial Reports. Under the provisions of AB 1200, each school district is required to file interim certifications with the county office of education as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the

subsequent fiscal year. The county office of education reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that will be unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years.

The District has filed positive certifications for each reporting period in the last five years.

The table on the following page sets forth the budgets as compared to the audited actual results of the District for fiscal years 2014-15, 2015-16 and 2016-17 and the Adopted Budget and as compared to the Unaudited Actual financial results for fiscal year 2017-18 as well as the Adopted Budget for fiscal year 2018-19.

CABRILLO UNIFIED SCHOOL DISTRICT
General Fund Budgeting
Fiscal Years 2014-15 through 2018-19

	Adopted Budget 2014-15	Audited Actuals 2014-15	Adopted Budget 2015-16	Audited Actuals 2015-16	Adopted Budget 2016-17	Audited Actuals 2016-17	Adopted Budget 2017-18	Estimated Actuals 2017-18	Adopted Budget 2018-19
REVENUES									
LCFF Sources	$22,660,529	$24,111,560	$26,439,479	$26,654,406	$28,127,513	$27,552,856	$28,637,986	$28,555,293	$29,744,755
Federal	1,319,010	1,392,905	1,415,111	1,374,340	1,350,686	1,305,951	1,582,919	1,604,833	1,434,799
Other State	865,389	1,892,127	904,303	4,098,687	1,659,155	3,592,107	2,197,131	3,135,173	3,225,789
Other Local	2,941,245	3,313,922	2,311,920	3,700,290	2,816,879	3,319,650	2,979,810	3,526,146	2,923,566
Total Revenues	27,786,173	30,710,514	31,070,813	35,827,723	$33,954,233	35,770,564	35,397,846	36,821,445	37,328,909
EXPENDITURES									
Certificated Salaries	12,623,926	14,340,109	14,428,970	14,784,214	14,792,100	14,817,835	14,638,550	15,902,480	15,651,157
Classified Salaries	4,131,747	4,637,182	4,748,821	5,334,857	5,346,177	5,671,918	5,474,371	5,946,594	6,072,097
Employee Benefits	6,292,533	6,570,915	6,682,992	7,961,466	7,699,365	8,460,963	9,102,785	8,881,205	9,939,935
Books and Supplies	1,352,386	1,032,470	1,330,856	1,339,236	1,401,504	1,128,599	1,577,548	2,162,179	1,201,237
Services, Other Operating Expenses	3,233,557	3,459,082	591,193	3,995,041	4,974,301	4,093,8890	5,022,096	5,752,389	4,609,079
Other Outgo	501,335	520,458	3,335,388	211,594	490,588	336,326	225,788	334,246	334,246
Capital Outlay	20,000	7,647	--	--	--	--	--	--	--
Total Expenditures	28,155,484	30,567,863	31,118,220	33,626,408	34,704,035	34,509,531	36,041,138	38,979,092	37,807,751
EXCESS (DEFICIENCY) OR REVENUES OVER (UNDER) EXPENDITURES	(369,311)	142,651	(47,407)	2,201,315	(749,802)	1,261,033	(643,292)	(2,157,647)	(478,842)
OTHER FINANCING SOURCES (USES)									
Transfers in		--	--	--	--	--	--	12,160	--
Transfers out		--	--	(88,000)	(139,053)	(143,435)	(170,000)	(110,244)	(123,217)
Net Financing Sources (Uses)		--	--	(88,000)	(139,053)	(143,435)	(170,000)	(98,084)	(123,217)
NET CHANGE IN FUND BALANCES	(369,311)	142,651	(47,407)	2,113,315	(888,855)	1,117,598	(813,292)	(2,255,731)	(602,059)
Fund Balance, July 1 (Beginning)	2,778,290	2,778,290	2,920,940	2,920,940	5,034,255	5,034,255	5,162,352	6,082,247	3,826,516
Fund Balance, June 30 (Ending)	$2,408,979	$2,920,941	$5,034,255	$5,034,255	$4,145,400	$6,151,853	$4,349,060	$3,826,516	$3,224,457

Source: The District.

Financial Statements of the District

The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State fund apportionments, taxes, use of money and property, and aid from other governmental agencies. Certain information from the District's financial statements follows. The audited financial statements for the District for the 2016-17 fiscal year are attached hereto as APPENDIX C. The District has not requested, and its auditors have not provided, any review or update to such audited financial statements. The District's audited financial statements for prior and subsequent fiscal years can be obtained by contacting the District at 498 Kelly Avenue, Half Moon Bay, California 94019, telephone (650) 712-7100. The District may impose a charge for copying, mailing and handling.

The general fund of the District, as shown herein, is a combined fund comprised of moneys which are unrestricted and available to finance the legally authorized activities of the District not financed by restricted funds and moneys which are restricted to specific types of programs or purposes. General fund revenues shown thereon are derived from such sources as taxes, aid from other government agencies, charges for current services and other revenue.

The District's financial statements are prepared on a modified accrual basis of accounting in accordance with generally accepted accounting principles as set forth by the Governmental Accounting Standards Board. The financial statements included herein were prepared by the District using information from the Annual Financial Reports which are prepared by the Chief Business Official for the District and audited by independent certified public accountants each year. The District's audited financial statements for fiscal year ended June 30, 2017 are attached hereto as APPENDIX C.

The following table describes the District's audited financial results for fiscal years 2014-15 through 2016-17.

CABRILLO UNIFIED SCHOOL DISTRICT
Summary of General Fund Revenues, Expenditures and Changes in Fund Balance
For Fiscal Years 2013-14 through 2016-17

	2013-14 Audit	2014-15 Audit	2015-16 Audit	2016-17 Audit
REVENUES				
Revenue Limit LCFF Sources:	$21,401,907	$24,111,560	$26,654,406	$27,552,856
Federal revenues	1,114,050	1,392,905	1,374,340	1,305,951
Other State revenues	1,963,069	1,892,127	4,098,687	3,592,107
Other local revenues	3,591,390	3,313,922	3,700,290	3,319,650
Total Revenues	28,070,416	30,710,514	35,827,723	35,770,564
EXPENDITURES				
Current				
Instruction	16,980,994	17,760,124	19,501,125	20,683,632
Instruction Related Services:				
Supervision of Instruction	1,730,139	2,030,783	2,299,527	1,812,227
Instruction library, media and technology	708,390	767,937	861,069	853,118
School site administration	2,049,981	2,391,741	2,692,844	2,710,939
Pupil Services:				
Home-to-school transportation	576,541	479,483	510,362	493,525
Food services	--	1,498		
All other pupil services	1,712,044	1,982,270	2,220,628	2,250,051
General administration:				
Data processing	122,180	105,043	112,417	113,537
All other general administration	2,018,062	1,940,157	2,270,666	2,183,561
Plant services	2,170,727	2,062,861	2,400,236	2,532,097
Facilities acquisition and construction	21,925	10,100	45,377	3,291
Community services	39,723	432,333	427,264	482,745
Other educational programs	395,171	60,387	66,214	38,449
Payment to other agencies	627,382	543,145	218,679	352,359
Total Expenditures	29,153,259	30,567,862	33,626,408	34,509,531
Excess (Deficiency) of Revenues Over/(Under) Expenditures	(1,082,843)	142,651	2,201,315	1,261,033
Other Financing Sources/(Uses)				
Operating Transfers In	--	--	--	--
Operating Transfers Out	--	--	(88,000)	(143,435)
Total Other Financing Sources/(Uses)	--	--	(88,000)	(143,435)
Net Change in Fund Balances	(1,082,843)	142,651	2,113,315	1,117,598
Fund Balance, beginning	3,861,133	2,778,290	2,920,940	5,034,255
Fund balance, ending	$2,778,290	$2,920,941	$5,034,255	$6,151,853

Source: The District.

State Budget Measures

The District's principal funding formulas and revenue sources are derived from the budget of the State of California. **The following information concerning the State of California's budgets has been obtained from publicly available information which the District believes to be reliable; however, the State has not entered into any contractual commitment with the District, the County, the Underwriter, Bond and Disclosure Counsel nor the owners of the Bonds to provide State budget information to the District or the owners of the Bonds. Although they believe the State sources of information listed above are reliable, none of the District, Bond and Disclosure Counsel nor the Underwriter assume any responsibility for the accuracy of the State budget information set forth or referred to herein or incorporated by reference herein. Additional information regarding State budgets is available at various State-maintained websites including www.dof.ca.gov, which website is not incorporated herein by reference.**

State Budget Process. According to the State Constitution, the Governor must propose a budget to the State Legislature no later than January 10 of each year, and a final budget must be adopted no later than June 15. Historically, the budget required a two-thirds vote of each house of the State Legislature for passage. However, on November 2, 2010, the State's voters approved Proposition 25, which amended the State Constitution to lower the vote requirement necessary for each house of the State Legislature to pass a budget bill and send it to the Governor. Specifically, the vote requirement was lowered from two–thirds to a simple majority (50% plus one) of each house of the State Legislature. The lower vote requirement also applies to trailer bills that appropriate funds and are identified by the State Legislature "as related to the budget in the budget bill." The budget becomes law upon the signature of the Governor, who may veto specific items of expenditure. Under Proposition 25, a two–thirds vote of the State Legislature is still required to override any veto by the Governor. School district budgets must generally be adopted by July 1, and revised by the school board within 45 days after the Governor signs the budget act to reflect any changes in budgeted revenues and expenditures made necessary by the adopted State budget.

2017-18 State Budget. On June 27, 2017, Governor Brown signed the budget for the State for fiscal year 2017-18 (the "2017-18 State Budget"). For the 2016-17 fiscal year, the 2017-18 State Budget increased revenues and transfers to $118.5 billion (up $3 billion from the 2016-17 State Budget) and revised expenditures downward approximately $1.1 billion from the 2016-17 State Budget to $121.4 billion.

For 2017-18, the 2017-18 State Budget included general fund revenues and transfers of $125.9 billion and expenditures of $125.1 billion with a $1.8 billion deposit to the Rainy Day Fund to bring the Rainy Day Fund balance to $8.5 billion. A supplemental payment to PERS of $6 billion through a loan from the Surplus Money Investment Fund was intended to reduce PERS' unfunded liabilities and stabilize the State's contribution rate to PERS. The 2017-18 State Budget expanded the Earned Income Tax Credit by including self- employed individuals and expanding the income ranges for which the credit applies. Additionally, the 2017-18 State Budget implemented the Road Repair and Accountability Act of 2017 aimed at investing in transportation infrastructure repair and modernization.

With respect to K-12 education, total spending was projected to be $92.5 billion in 2017-18. The Proposition 98 minimum funding guarantee for 2017-18 was increased by $2.6 billion over the 2016-17 State Budget level to $74.5 billion. LCFF funding under the 2017-18 State Budget was increased by $1.4 million bringing the LCFF to approximately 97% of full funding.

Significant provisions of the 2017-18 State Budget affecting K-12 education were as follows:

- One-Time Discretionary Grants — $877 million Proposition 98 funds provided school districts, county offices of education, and charter schools with discretionary resources for deferred maintenance, professional development, induction for beginning teachers, instructional materials, technology, and the implementation of new educational standards.

- After School and Education Safety (ASES) Program — $50 million Proposition 98 funds increased provider reimbursement rates for the ASES program.

- California Educator Development Program — $11.3 million one-time federal Title II funds assisted local educational agencies in attracting and supporting the preparation and continued learning of teachers, principals, and other school leaders in high need subjects and schools.

- Classified School Employees Credentialing Program — $25 million one-time Proposition 98 funds, available for five years, supported recruitment of non-certificated school employees to participate in a teacher preparation program and become certificated classroom teachers.

- Bilingual Professional Development Program — $5 million one-time Proposition 98 funds for one time competitive grants to support professional development for teachers and paraprofessionals seeking to provide instruction in bilingual and multilingual settings.

- Charter School Facility Grant Program — An increase in the per student funding rate to $1,117 for the 2017-18 fiscal year and an ongoing COLA.

- County Office of Education Accountability Assistance — $7 million Proposition 98 funds to support county office LCAP review and technical assistance workload.

- California Equity Performance and Improvement Program — An increase of $2.5 million one-time Proposition 98 funds to support and promote equity.

- Refugee Student Support — $10 million one-time Proposition 98 General funds provided services for refugee students transitioning to a new learning environment.

- California-Grown Fresh School Meals Grants — $1.5 million one-time Proposition 98 funds incentivized the purchase of California-grown food by schools and expand the number of freshly prepared school meals.

- District of Choice Program Extension — A six-year extension of the District of Choice program (set to sunset in 2018) and additional oversight and accountability requirements.

2018-19 State Budget. Governor Brown signed the fiscal year 2018-19 budget for the State (the "2018-19 State Budget") on June 27, 2018 forecasting revenues and transfers for 2018-19 of $141.8 billion and expenditures of $138 billion. For 2017-18, the 2018-19 State Budget includes revenues and transfers of $135.5 billion, an increase of almost $10 billion over the 2017-18 State Budget, and expenditures of $127 billion. The 2018-19 State Budget reflects continued economic expansion and increasing revenues, including record all-time capital gains tax revenues. The Rainy Day Fund is fully funded to $13.9 billion and an additional $200 million is deposited to the newly created Safety Net Reserve Fund. In recognition that the current economic prosperity can't continue indefinitely, the 2018-19 State Budget makes one-time spending commitments rather than on-going programmatic expenditures; primarily for infrastructure, homelessness and mental health. A new funding formula for higher education is adopted that provides increased funding for community college districts that serve low-

income students and where students demonstrate certain success. Additionally, the California Online College is created in order to facilitate access to higher education for working adults.

With respect to K-12 education, the 2018-19 State Budget includes total funding of $97.2 billion ($56.1 billion State general fund and $41.1 billion from other funds) with per pupil funding from all sources of $16,352. LCFF funding is increased by $3.7 billion to reach full funding. Additionally, the 2018-19 State Budget provides $1.1 billion in one-time discretionary funds to school districts, charter schools and county offices of education. The 2018-19 State Budget also enacts a new Proposition 98 certification process to ensure annual Proposition 98 certifications.

Significant provisions of the 2018-19 State Budget relating to K-12 education are as follows:

- Career Technical Education—$164 million ongoing Proposition 98 funds to establish a K-12 specific program within the Strong Workforce Program and $150 million ongoing Proposition 98 funds to make permanent the Career Technical Education Inventive Grant Program.

- Low-Performing Student Block Grant—$300 million Proposition 98 funds for local education agencies with students performing at the lowest levels on academic assessments and that do not generate supplemental LCFF funds or special education resources.

- Early Education Expansion Program—$167.2 million Proposition 98 funds for inclusive early education and care for children up to age five in low-income and low access to care areas.

- Teacher Residency Grant Program—$75 million Proposition 98 funds to support one-year intensive, mentored, clinical teacher preparation programs with $50 million for preparing and retaining special education teachers and $25 million for bilingual and STEM teachers.

- Local Solutions Grant Program—$50 million Proposition 98 funds to provide one-time grants to local educational agencies for locally identified solutions for special education teachers.

- Classified School Employee Summer Assistance Program—$50 million Proposition 98 funds to provide state matching funds to classified school employees who defer paychecks to the summer recess period.

- Classified School Employee Professional Development Block Grant Program—$50 million Proposition 98 funds for professional development for classified staff with a priority on the implementation of school safety plans.

- English Language Proficiency Assessment for California—$27.1 million Proposition 98 funds to convert the paper-based ELPAC to a computer-based assessment and to develop an ELPAC assessment specific to students with exceptional needs.

- Charter School Facility Grant Program—$21.1 million one-time and $24.8 million ongoing Proposition 98 funds to reflect increases in programmatic costs.

- Kids Code After-School Program—$15 million Proposition 98 funds to increase opportunities for students in after-school programs to access computer coding education.

- Fire-Related Support—$4.4 million Proposition 98 funds in property tax relief to school districts impacted by the fires in Northern and Southern California in 2017, $25 million Proposition 98 funds through the LCFF and a hold-harmless provision for ADA for three years.

- California-Grown Fresh School Meals Grants—$1 million one-time Proposition 98 funds to encourage the purchase of California-grown food by schools and expand the number of freshly prepared school meals offered that use California-grown ingredients.

- Fiscal Crisis and Management Assistance Team—$972,000 Proposition 98 funds to allow FCMAT to coordinate with county offices of education to offer more proactive and preventive services to fiscally distressed school districts, specifically those with a qualified interim budget status.

Future Actions. The State has in past years experienced budgetary difficulties and has balanced its budget by requiring local political subdivisions to fund certain costs theretofore borne by the State. No prediction can be made as to whether the State will take further measures which would, in turn, adversely affect the District. Further State actions taken to address its budgetary difficulties could have the effect of reducing District support indirectly, and the District is unable to predict the nature, extent or effect of such reductions.

The District cannot predict whether the State will encounter budgetary difficulties in the current or future fiscal years. The District also cannot predict the impact future State Budgets will have on District finances and operations or what actions the State Legislature and the Governor may take to respond to changing State revenues and expenditures. Current and future State Budgets will be affected by national and State economic conditions and other factors which the District cannot control.

Recent California Drought Conditions and Wildfires. Water shortfalls resulting from the driest conditions in recorded State history caused Governor Brown, on January 17, 2014, to declare a State-wide Drought State of Emergency for California and directed State officials to take all necessary actions to prepare for water shortages. Following the Governor's declaration, the California State Water Resources Control Board (the "Water Board") issued a statewide notice of water shortages and potential future curtailment of water right diversions. Subsequent executive orders and Water Board regulations imposed reductions on water usage in response to the drought conditions. On April 7, 2017, the Governor announced the end of the State-wide drought in all but four counties in California but extended conservation measures indefinitely in order to prepare California for fluctuations in water conditions and potential future drought conditions. Additionally, in 2017, certain portions of the State were affected by large wildfires which destroyed both natural lands and residential and commercial properties and resulted in large-scale property value reductions in the impacted areas.

The District cannot make any representation regarding the effects that a future drought or wildfires may have on the assessed value of taxable property within the District, or to what extent such events could cause disruptions to agricultural production, reduce land values, or adversely impact other economic activity within the boundaries of the District.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

Article XIIIA of the California Constitution

Article XIIIA of the California Constitution limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay

debt service (a) on indebtedness approved by the voters prior to July 1, 1978, (b) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness and (c) on bonded indebtedness incurred by a school district or community college district for the construction, reconstruction or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% or more of the votes cast on the proposition, but only if certain accountability measured are included in the proposition. The tax for payment of the Bonds falls within the exception described in clause (c) of the immediately preceding sentence. Article XIIIA defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value," or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment." The full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIIIA has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Legislation Implementing Article XIIIA

Legislation has been enacted and amended a number of times since 1978 to implement Article XIIIA. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1989.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the two percent annual adjustment are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property is shown at full market value on the tax rolls, with tax rates expressed as $1 per $100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of market value (unless noted differently) and all tax rates reflect the $1 per $100 of taxable value.

Article XIIIB of the California Constitution

Under Article XIIIB of the California State Constitution state and local government entities have an annual "appropriations limit" and are not permitted to spend certain moneys which are called "appropriations subject to limitation" (consisting of tax revenues, state subventions and certain other funds) in an amount higher than the "appropriations limit." Article XIIIB does not affect the appropriations of moneys which are excluded from the definition of "appropriations subject to limitation," including debt service on indebtedness existing or authorized as of January 1, 1979, or bonded indebtedness subsequently approved by the voters. In general terms, the "appropriations limit" is to be based on certain 1978-79 expenditures, and is to be adjusted annually to reflect changes in consumer prices, populations, and services provided by these entities. Among other provisions of Article XIIIB, if these entities' revenues in any year exceed the amounts permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years.

Unitary Property

AB 454 (Chapter 921, Statutes of 1986) provides that revenues derived from most utility property assessed by the State Board of Equalization ("Unitary Property"), commencing with the 1988-89 fiscal year, will be allocated as follows: (1) each jurisdiction will receive up to 102% of its prior year State-assessed revenue; and (2) if county-wide revenues generated from Unitary Property are less than the previous year's revenues or greater than 102% of the previous year's revenues, each jurisdiction will share the burden of the shortfall or excess revenues by a specified formula. This provision applies to all Unitary Property except railroads, whose valuation will continue to be allocated to individual tax rate areas.

The provisions of AB 454 do not constitute an elimination of the assessment of any State-assessed properties nor a revision of the methods of assessing utilities by the State Board of Equalization. Generally, AB 454 allows valuation growth or decline of Unitary Property to be shared by all jurisdictions in a county.

California Lottery

In the November 1984 general election, the voters of the State approved a Constitutional Amendment establishing a California State Lottery (the "State Lottery"), the net revenues (revenues less expenses and prizes) of which shall be used to supplement other moneys allocated to public education. The legislation further requires that the funds shall be used for the education of pupils and students and cannot be used for the acquisition of real property, the construction of facilities or the financing of research.

Allocation of State Lottery net revenues is based upon the average daily attendance of each school and community college district; however, the exact allocation formula may vary from year to year. The District estimates receipt of $_____ for such aid in 2017-18 and has budgeted receipt of $_____ for fiscal year 2018-19. At this time, the amount of additional revenues that may be generated by the State Lottery in any given year cannot be predicted. See "DISTRICT FINANCIAL INFORMATION-State Budget Measures" herein.

Proposition 46

On June 3, 1986, California voters approved Proposition 46, which added an additional exemption to the 1% tax limitation imposed by Article XIIIA. Under this amendment to Article XIIIA, local governments and school and community college districts may increase the property tax rate above 1% for the period necessary to retire new, general obligation bonds, if two-thirds of those voting in a local election approve the issuance of such bonds and the money raised through the sale of the bonds is used exclusively to purchase or improve real property.

Proposition 39

On November 7, 2000, California voters approved Proposition 39, called the "Smaller Classes, Safer Schools and Financial Accountability Act" (the "Smaller Classes Act") which amends Section 1 of Article XIIIA, Section 18 of Article XVI of the California Constitution and Section 47614 of the California Education Code and allows an alternative means of seeking voter approval for bonded indebtedness by 55% of the vote, rather than the two-thirds majority required under Section 18 of Article XVI of the Constitution. The 55% voter requirement applies only if the bond measure submitted to the voters includes, among other items: (1) a restriction that the proceeds of the bonds may be used for "the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing

and equipping of school facilities, or the acquisition or lease of real property for school facilities," (2) a list of projects to be funded and a certification that the school district board has evaluated "safety, class size reduction, and information technology needs in developing that list" and (3) that annual, independent performance and financial audits will be conducted regarding the expenditure and use of the bond proceeds.

Section 1(b)(3) of Article XIIIA has been added to exempt the 1% *ad valorem* tax limitation that Section 1(a) of Article XIIIA of the Constitution levies, to pay bonds approved by 55% of the voters, subject to the restrictions explained above.

The Legislature enacted AB 1908, Chapter 44, which became effective upon passage of Proposition 39 and amends various sections of the Education Code. Under amendments to Section 15268 and 15270 of the Education Code, the following limits on *ad valorem* taxes apply in any single election: (1) for an elementary and high school district, indebtedness shall not exceed $30 per $100,000 of taxable property, (2) for a unified school district, indebtedness shall not exceed $60 per $100,000 of taxable property, and (3) for a community college district, indebtedness shall not exceed $25 per $100,000 of taxable property. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor. Finally, AB 1908 requires that a citizens' oversight committee must be appointed who will review the use of the bond funds and inform the public about their proper usage.

Article XIIIC and XIIID of the California Constitution

On November 5, 1996, an initiative to amend the California Constitution known as the "Right to Vote on Taxes Act" ("Proposition 218") was approved by a majority of California voters. Proposition 218 added Articles XIIIC and XIIID to the State Constitution and requires majority voter approval for the imposition, extension or increase of general taxes and 2/3 voter approval for the imposition, extension or increase of special taxes by a local government, which is defined in Proposition 218 to include counties. Proposition 218 also provides that any general tax imposed, extended or increased without voter approval by any local government on or after January 1, 1995, and prior to November 6, 1996 shall continue to be imposed only if approved by a majority vote in an election held within two years following November 6, 1996. All local taxes and benefit assessments which may be imposed by public agencies will be defined as "general taxes" (defined as those used for general governmental purposes) or "special taxes" (defined as taxes for a specific purpose even if the revenues flow through the local government's general fund) both of which would require a popular vote. New general taxes require a majority vote and new special taxes require a two-thirds vote. Proposition 218 also extends the initiative power to reducing or repealing local taxes, assessments, fees and charges, regardless of the date such taxes, assessments or fees or charges were imposed, and lowers the number of signatures necessary for the process. In addition, Proposition 218 limits the application of assessments, fees and charges and requires them to be submitted to property owners for approval or rejection, after notice and public hearing.

The District has no power to impose taxes except property taxes associated with a general obligation bond election, following approval by 55% or 2/3 of the District's voters, depending upon the Article of the Constitution under which it is passed.

Proposition 218 also expressly extends the initiative power to give voters the power to reduce or repeal local taxes, assessments, fees and charges, regardless of the date such taxes, assessments, fees or charges were imposed, and reduces the number of signatures required for the initiative process. This extension of the initiative power to some extent constitutionalizes the March 6, 1995 State Supreme Court decision in *Rossi v. Brown*, which upheld an initiative that repealed a local tax and held that the State constitution does not preclude the repeal, including the prospective repeal, of a tax ordinance by an

initiative, as contrasted with the State constitutional prohibition on referendum powers regarding statutes and ordinances which impose a tax. Generally, the initiative process enables California voters to enact legislation upon obtaining requisite voter approval at a general election. Proposition 218 extends the authority stated in Rossi v. Brown by expanding the initiative power to include reducing or repealing assessments, fees and charges, which had previously been considered administrative rather than legislative matters and therefore beyond the initiative power. This extension of the initiative power is not limited by the terms of Proposition 218 to fees imposed after November 6,1996 and absent other legal authority could result in retroactive reduction in any existing taxes, assessments or fees and charges. Such legal authority could include the limitations imposed on the impairment of contracts under the contract clause of the United States Constitution.

Proposition 218 has no effect upon the District's ability to pursue approval of a general obligation bond or a Mello-Roos Community Facilities District bond in the future, although certain procedures and burdens of proof may be altered slightly. The District is unable to predict the nature of any future challenges to Proposition 218 or the extent to which, if any, Proposition 218 may be held to be unconstitutional.

Proposition 26

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIIIC of the State Constitution to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Proposition 98

General. In 1988, California voters approved Proposition 98, an initiative that amended Article XVI of the State Constitution and provided specific procedures to determine a minimum guarantee for annual grade kindergarten to 14 ("K-14") funding. The constitutional provision links the K-14 funding formulas to growth factors that are also used to compute the State appropriations limit. Proposition 111 (Senate Constitutional Amendment 1), adopted in June 1990, among other things, revised certain funding provisions of Proposition 98 relating to the treatment of revenues in excess of the State spending limit and added a third funding "test" to calculate the annual funding guarantee. This third calculation is operative in years in which general fund tax revenue growth is weak. The amendment also specified that under Test 2 (see below), the annual cost of living adjustment ("COLA") for the minimum guarantee would be

the change in California's per-capita personal income, which is the same COLA used to make annual adjustments to the State appropriations limit (Article XIII B).

Calculating Minimum Funding Guarantee. There are currently three tests which determine the minimum level of K-14 funding. Test 1 guarantees that K-14 education will receive at least the same funding share of the State general fund budget it received in 1986-87. Initially, that share was just over 40%. Because of the major shifts of property tax from local government to community colleges and K-12 which began in 1992-93 and increased in 1993-94, the percentage dropped to 33.0%.

Under implementing legislation (AB 198 and SB 98 of 1989), each segment of public education (K-12 districts, community college districts, and direct elementary and secondary level instructional services provided by the State of California) has separately calculated amounts under the Proposition 98 tests. The base year for the separate calculations is 1989-90. Each year, each segment is entitled to the greater of the amounts separately computed for each under Test 1 or 2. Should the calculated amount Proposition 98 guarantee (K-14 aggregated) be less than the sum of the separate calculations, then the Proposition 98 guarantee amount shall be prorated to the three segments in proportion to the amount calculated for each. This statutory split has been suspended in every year beginning with 1992-93. In those years, community colleges received less than was required from the statutory split.

Test 2 provides that K-14 education will receive as a minimum, its prior-year total funding (including State general fund and local revenues) adjusted for enrollment growth ("ADA") and per-capita personal income COLA.

A third formula, established pursuant to Proposition 111 as "Test 3," provides an alternative calculation of the funding base in years in which State per-capita general fund revenues grow more slowly than per-capita personal income. When this condition exists, K-14 minimum funding is determined based on the prior-year funding level, adjusted for changes in enrollment and COLA where the COLA is measured by the annual increase in per-capita general fund revenues, instead of the higher per-capita personal income factor. The total allocation, however, is increased by an amount equal to one-half of one percent of the prior-year funding level as a funding supplement.

In order to make up for the lower funding level under Test 3, in subsequent years K-14 education receives a maintenance allowance equal to the difference between what should have been provided if the revenue conditions had not been weak and what was actually received under the Test 3 formula. This maintenance allowance is paid in subsequent years when the growth in per-capita State tax revenue outpaces the growth in per-capita personal income.

The enabling legislation to Proposition 111, Chapter 60, Statutes of 1990 (SB 88, Garamendi), further provides that K-14 education shall receive a supplemental appropriation in a Test 3 year if the annual growth rate in non-Proposition 98 per-capita appropriations exceeds the annual growth rate in per-pupil total spending.

Supplemental Information Concerning Litigation Against the State of California

In June 1998, a complaint was filed in Los Angeles County Superior Court challenging the authority of the State Controller to make payments in the absence of a final, approved State Budget. The Superior Court judge issued a preliminary injunction preventing the State Controller from making payments including those made pursuant to continuing appropriations prior to the enactment of the State's annual budget. As permitted by the State Constitution, the Legislature immediately enacted and the Governor signed an emergency appropriations bill that allowed continued payment of various State

obligations, including debt service, and the injunction was stayed by the California Court of Appeal, pending its decision.

On May 29, 2003, the California Court of Appeal for the Second District decided the case of *Steven White, et al. v. Gray Davis (as Governor of the State of California), et al.* The Court of Appeal concluded that, absent an emergency appropriation, the State Controller may authorize the payment of state funds during a budget impasse only when payment is either (i) authorized by a "continuing appropriation" enacted by the Legislature, (ii) authorized by a self-executing provision of the California Constitution, or (iii) mandated by federal law. The Court of Appeal specifically concluded that the provisions of Article XVI, Section 8 of the California Constitution – the provision establishing minimum funding of K-14 education enacted as part of Proposition 98 – did not constitute a self-executing authorization to disburse funds, stating that such provisions merely provide formulas for determining the minimum funding to be appropriated every budget year but do not appropriate funds. The State Controller has concluded that the provisions of the Education Code establishing K-12 and county office revenue limit funding do constitute continuing appropriations enacted by the Legislature and, therefore, the State Controller has indicated that State payments of such amounts would continue during a budget impasse. However, no similar continuing appropriation has been cited with respect to K-12 categorical programs and revenue limit funding for community college districts, and the State Controller has concluded that such payments are not authorized pursuant to a continuing appropriation enacted by the Legislature and, therefore, cannot be paid during a budget impasse. The California Supreme Court granted the State Controller's Petition for Review on a procedural issue unrelated to continuous appropriations and on the substantive question as to whether the State Controller is authorized to pay State employees their full and regular salaries during a budget impasse. No other aspect of the Court of Appeal's decision was addressed by the State Supreme Court.

On May 1, 2003, with respect to the substantive question, the California Supreme Court concluded that the State Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those state employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act. The Supreme Court also remanded the preliminary injunction issue to the Court of Appeal with instructions to set aside the preliminary injunction in its entirety.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amends the State Constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition

22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's general fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the expected reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 was expected to be approximately $1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1% of the State's total general fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State's general fund costs by approximately $1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, all redevelopment agencies in California were dissolved as of February 1, 2012, and all net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and school districts. The Court also found that ABx1 27, a companion bill to ABx1 26, violated the California Constitution, as amended by Proposition 22. ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to school districts and county offices of education, totaling $1.7 billion statewide. ABx1 26 was modified by Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12), which, together with ABx1 26, is referred to herein as the "Dissolution Act." The Dissolution Act provides that all rights, powers, duties and obligations of a redevelopment agency that have not been repealed, restricted or revised pursuant to ABx1 26 will be vested in a successor agency, generally the county or city that authorized the creation of the redevelopment agency (each, a "Successor Agency"). All property tax revenues that would have been allocated to such redevelopment agency will be allocated to the Successor Agency, to be used for the payment of pass-through payments to local taxing entities and to any other "enforceable obligations" (as defined in the Dissolution Act), as well to pay certain administrative costs. The Dissolution Act defines "enforceable obligations" to include bonds, loans, legally requirement payments, judgments or settlements, legal binding and enforceable obligations, and certain other obligations. Tax revenues in excess of such amounts, if any, will be distributed to local taxing entities in the same proportions as other tax revenues.

The District can make no representations as to the extent to which its LCFF apportionments may be offset by the future receipt of pass through tax increment revenues, or any other surplus property tax revenues pursuant to the Dissolution Act.

Proposition 30

On November 6, 2012, voters approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as "Proposition 30"), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017, for storage, use, or other consumption in the State. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending January 1, 2019, Proposition 30 increased the marginal personal income tax rate by: (i) 1% for taxable income over

$250,000 but less than $300,000 for single filers (over $500,000 but less than $600,000 for joint filers), (ii) 2% for taxable income over $300,000 but less than $500,000 for single filers (over $600,000 but less than $1,000,000 for joint filers), and (iii) 3% for taxable income over $500,000 for single filers (over $1,000,000 for joint filers).

The revenues generated from the temporary tax increases has been included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Proposition 98" herein. From an accounting perspective, the revenues generated from the temporary tax increases are deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the "EPA"). Pursuant to Proposition 30, funds in the EPA are allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds are distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district received less than $200 per unit of ADA and no community college district received less than $100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

Proposition 55

At the November 8, 2016 general election, the voters in the State approved the Tax Extension of Education and Healthcare Initiative ("Proposition 55") which extends the increase in personal income tax on the high-income taxpayers imposed under Proposition 30 to 2030. Proposition 55 did not extend the sales and use tax increase imposed under Proposition 30 which expired at the end of 2016.

Proposition 51

The Kindergarten through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) is a voter initiative that was approved by voters on November 8, 2016. Proposition 51 authorizes the sale and issuance of $9 billion in general obligation bonds by the State for the new construction and modernization of K-14 facilities. The District makes no representation that it will either pursue or qualify for Proposition 51 State facilities funding.

K-12 School Facilities. Proposition 51 includes $3 billion for the new construction of K-12 facilities and an additional $3 billion for the modernization of existing K-12 facilities. K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. If a school districts lack sufficient local funding, it may apply for additional state grant funding, up to 100% of the project costs. In addition, a total of $1 billion will be available for the modernization and new construction of charter school ($500 million) and technical education ($500 million) facilities. Generally, 50% of modernization and new construction project costs for charter school and technical education facilities must come from local revenues. However, schools that cannot cover their local share for these two types of projects may apply for state loans. State loans must be repaid over a maximum of 30 years for charter school facilities and 15 years for career technical education facilities. For career technical education facilities, state grants are capped at $3 million for a new facility and $1.5 million for a modernized facility. Charter schools must be deemed financially sound before project approval.

Community College Facilities. Proposition 51 includes $2 billion for community college district facility projects, including buying land, constructing new buildings, modernizing existing buildings, and purchasing equipment. In order to receive funding, community college districts must submit project proposals to the Chancellor of the community college system, who then decides which projects to submit to the State legislature and Governor based on a scoring system that factors in the amount of local funds contributed to the project. The Governor and State Legislature will select among eligible projects as part of the annual state budget process.

Proposition 2

Proposition 2, a legislatively referred Constitutional amendment approved by the voters in November, 2014 ("Proposition 2"), changed the way in which the State pays off existing debts, funds its reserves and draws from those reserves in times of economic slowdowns, as well as requires that reserves be set aside for schools and community colleges under certain circumstances. In addition, as a result of the passage of Proposition 2, new rules for school district reserves were implemented.

Under Proposition 2, the State is required annually to deposit 1.5% of general fund revenues into the Budget Stabilization Account ("BSA"). From fiscal year 2015-16 through 2029-30, under Proposition 2, one half of the amount required to be deposited to the BSA must be applied to the payment of debts for pension and retiree benefits and specified debts to local governments and certain other State accounts. In years when capital gains tax revenues exceed 8% of general fund revenues, a portion of such excess capital gains tax revenue is also required to be applied to the pay down of State debt. Deposits to the BSA are required until the amount on hand in the BSA reaches 10% of general fund revenues. Once the maximum has been reached, the required deposit amount may be applied to other expenditures.

In the event the Governor were to declare a budget emergency, Proposition 2 would permit a smaller deposit to the BSA. A budget emergency may be called if there is a natural disaster such as an earthquake or flood or general fund revenues reach a certain minimum level. Withdrawals from the BSA, under Proposition 2, are permitted upon a majority vote of the legislature only when the Governor has declared a budget emergency. If a budget emergency is called for two straight years in a row, in the second budget emergency year, the entire amount on hand might be withdrawn.

Public School System Stabilization Account. In the event capital gains tax revenues collected by the State in any given fiscal year exceed 8% of general fund revenues, a portion of such excess is required to be deposited into the newly established under Proposition 2 Public School System Stabilization Account (the "PSSSA") which serves as a reserve account for school funding in years when the State budget is smaller.

SB 858. Senate Bill 858 ("SB 858") became effective upon the passage of Proposition 2. SB 858 includes provisions which could limit the amount of reserves that may be maintained by a school district in certain circumstances. Under SB 858, in any fiscal year immediately following a fiscal year in which the State has made a transfer into the PSSSA, any adopted or revised budget by a school district would need to contain a combined unassigned and assigned ending fund balance that (a) for school districts with an A.D.A. of less than 400,000, is not more than two times the amount of the reserve for economic uncertainties mandated by the Education Code, or (b) for school districts with an ADA that is more than 400,000, is not more than three times the amount of the reserve for economic uncertainties mandated by the Education Code. In certain cases, the county superintendent of schools may grant a school district a waiver from this limitation on reserves for up to two consecutive years within a three-year period if there are certain extraordinary fiscal circumstances.

The District, which has an A.D.A. of less than 400,000, is required to maintain a reserve for economic uncertainty in an amount equal to 3% of its general fund expenditures and other financing uses. The Bonds are payable from *ad valorem* taxes to be levied within the District pursuant to the California Constitution and other State law. Accordingly, the District does not expect SB 858 to adversely affect its ability to pay the principal of and interest on the Bonds as and when due.

Future Initiatives

Article XIIIA, Article XIIIB, Article XIIIC, Article XIIID and Propositions 1A, 22, 26, 30, 39, 46 and 98 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time, other initiative measures could be adopted, further affecting the District's revenues or their ability to expend revenues.

CABRILLO UNIFIED SCHOOL DISTRICT

The information in this section concerning the operations of the District and the District's finances is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem tax approved by the voters pursuant to all applicable laws and Constitutional requirements, and required to be levied by the County on all property within the District in an amount sufficient for the timely payment of principal of and interest on the Bonds. See "SECURITY FOR THE BONDS" and "TAX BASE FOR REPAYMENT OF THE BONDS" herein.

District Organization

The District, located south of San Francisco along the west coast of San Mateo County, serves the communities of Montara, Moss Beach, Half Moon Bay, El Granada and Woodside. Currently, the District operates four elementary schools, one intermediate school and one high school. In addition, the District maintains one adult education facility and one alternative high school. ADA for fiscal year 2018-19 is budgeted to be 3,040 students and the District had a 2017-18 assessed valuation of $6,354,257,831. The audited financial statements for the District for the fiscal year ended June 30, 2017 are attached hereto as APPENDIX C.

The District is governed by a five-member Governing Board, each member of which is elected to a four-year term. Current members of the Governing Board, together with their office and the date their term expires, are listed below:

Name	Office	Term Expires
Rob Pappalardo	President	December 2018
Sophia Layne	Vice- President	December 2020
Kimberly Hines	Clerk	December 2020
Freya McCamant	Member	December 2018
Kirk Riemer	Member	December 2018

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the District. Additional information concerning the District and copies of the most recent and subsequent audited financial statements of the District may be obtained by contacting: Cabrillo Unified School District, 498 Kelly Avenue, Half Moon Bay, California 94019, Attention: Chief Business Official. The District may charge a small fee for copying, mailing and handling.

Key Personnel

The following is a listing of the key administrative personnel of the District.

Name	Title
Jane Yuster	Superintendent
Joy Dardenelle	Assistant Superintendent Curriculum & Instruction
Crystal Leach	Chief Business Official

Superintendent Jane Yuster. Superintendent Yuster has served as Superintendent of the District since July 1, 2015. Prior to joining the District, Superintendent Yuster served as the Assistant Superintendent of Human Resources, Assessment and Student Services at Redwood City School District where she worked since 2008 and the Science Coordinator for the Alameda County Office of Education. She has received certifications from California Association of School Business Officials and the Association of California School Administrators. In addition, Superintendent Yuster formerly served as Chief Executive Officer in the biotechnology industry. Superintendent Yuster earned a Masters of Education from Notre Dame University and is completing a Doctorate in Education from Walden University.

District Employees

The District employs approximately 150 full-time equivalent certificated academic professionals, 80 full-time equivalent classified employees and 15 management, supervisor and confidential full-time equivalent employees.

The certificated employees of the District have assigned the Cabrillo Unified Teachers Association ("CUTA") as their exclusive bargaining agent. The contract between the District and CUTA expires on June 30, 2019.

The classified employees have assigned California School Employees Association ("CSEA") as their exclusive bargaining agent. The contract between the District and CSEA expired on June 30, 2018. The parties are operating under the terms of the expired contract while negotiations are underway for a new contract.

Insurance

The District is a member of several joint powers authorities that provide various insurance to their members. The District is a member of San Mateo County Schools Insurance Group ("SMCSIG"), a joint powers authority that provides property and casualty, workers' compensation and liability insurance to its members.

The District maintains insurance or self-insurance in such amounts and with such retentions and other terms providing coverages for property damage, fire and theft, general public liability and worker's compensation as are adequate, customary and comparable with such insurance maintained by similarly situated school districts. In addition, based upon prior claims experience, the District believes that the recorded liabilities for self-insured claims are adequate.

Retirement Systems

The information set forth below regarding the District's retirement programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by the District or the Underwriter.

STRS. All full-time certificated employees, as well as certain classified employees, are members of the State Teachers' Retirement System ("STRS"). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. The District is currently required by such statutes to contribute 16.28% of eligible salary expenditures, while participants contribute either 10.25 % or 10.205% of their respective salaries depending on their date of hire. The State also contributes to STRS, currently in an amount equal to 9.828% of teacher payroll. The State's contribution reflects a base contribution of 2.017%, a 2.5% contribution to the Supplemental Benefit Protection Account and a supplemental contribution that will vary from year-to-year based on statutory criteria.

As part of the 2014-15 State Budget, the Governor signed Assembly Bill 1469 ("AB 1469") which implemented a new funding strategy for STRS, increasing the employer contribution rate in fiscal year 2014-15 from 8.25% to 8.88% of covered payroll. Such rate increased by 1.85% in fiscal year 2015-16 and will continue to increase annually until the employer contribution rate is 19.10% of covered payroll as further described below. Teacher contributions also increased from 8.00% to a total of 10.25% of pay in 2017-18. The State's total contribution has also increased from approximately 3% in fiscal year 2013-14 to 6.328% of payroll, plus the continued payment of 2.5% of payroll annually for a supplemental inflation protection program for a total of 8.80%. In addition, AB 1469 provides the State Teachers Retirement Board with authority to modify the percentages paid by employers and employees for fiscal year 2021-22 and each fiscal year thereafter to eliminate the STRS unfunded liability by June 30, 2046. The State Teachers Retirement Board would also have authority to reduce employer and State contributions if they are no longer necessary.

Pursuant to A.B. 1469, each school district's contribution rates will increase over a seven year phase in period in accordance with the following schedule:

Effective Date (July 1)	School District Contribution Rate
2014	8.88%
2015	10.73
2016	12.58
2017	14.43
2018	16.28
2019	18.13
2020	19.10

The District contributed $1,206,201 to STRS for fiscal year 2014-15, $2,453,472 for fiscal year 2015-16 (including $908,931 to be made by the State on behalf of the District related to GASB 68) and $____ for fiscal year 2016-17. Such contributions were equal to 100% of the required contributions for the respective years. The District estimates a contribution of $_____ for fiscal year 2017-18 (including a State on behalf of payment of $____) and has budgeted a contribution of $_____ for fiscal year 2018-19 (including a State on behalf of payment of $_____). With the implementation of AB 1469, the District anticipates that its contributions to STRS will increase in future fiscal years as compared to prior fiscal

years. The District, nonetheless, is unable to predict all factors or any changes in law that could affect its required contributions to STRS in future fiscal years.

PERS. Classified employees working four or more hours per day are members of the Public Employees' Retirement System ("PERS"). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended, with the Public Employees' Retirement Laws. During fiscal year 2017-18, the District is required to contribute to PERS at an actuarially determined rate, which is 18.062% of eligible salary expenditures for fiscal year 2018-19, while participants enrolled in PERS prior to January 1, 2013 contribute 7% of their respective salaries and participants enrolled in PERS subsequent to January 1, 2013 contribute at an actuarially determined rate which is currently set at 7.0% of their respective salaries.

On April 19, 2017, the Board of Administration of PERS adopted new contribution rates for school districts. The revised contribution rates are, as were the previous contribution rates, based on certain demographic assumptions adopted by the Board of Administration in February 2014 which took into account longer life spans of public employees from previous assumptions. Such demographic assumptions generally increase costs for the State and public agency employers (including school districts), which costs will be amortized over 20 years and were phased in over three years beginning in fiscal year 2014-15 for the State and amortized over 20 years and phased in over five years beginning in fiscal year 2016-17 for the employers. PERS estimated that the new demographic assumptions would cost public agency employers up to 5% of payroll for miscellaneous employees at the end of the five year phase in period. To the extent, however, that current and future experiences differ from PERS' assumptions, the required employer contributions may vary. The 2017-18 contribution rate also took into account increased payroll over 2016-17, a lowered discount rate (which was approved in December 2016) as well as lower than predicted investment returns in prior years.

The District contributed $832,771 to PERS for fiscal year 2014-15, $906,277 for fiscal year 2015-16 and $_____ for fiscal year 2016-17, which amounts equaled 100% of required contributions to PERS. The District estimates a contribution of $_____ for fiscal year 2017-18 and has budgeted a contribution of $_____ for fiscal year 2018-19.

State Pension Trusts. Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: www.calstrs.com; (ii) PERS: www.calpers.ca.gov. However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for PERS and STRS as of July 1, 2017.

FUNDED STATUS
STRS (DEFINED BENEFIT PROGRAM) and PERS
Actuarial Valuation as of July 1, 2017
(Dollar Amounts in Millions) [1]

Plan	Accrued Liability	Market Value of Trust Assets	Unfunded Liability
Public Employees Retirement Fund (PERS)	$84,416	$60,865	($23,551)
State Teachers' Retirement Fund Defined Benefit Program (STRS)	286,950	197,718	(107,261)

[1] Amounts may not add due to rounding.
Source: PERS State & Schools Actuarial Valuation; STRS Defined Benefit Program Actuarial Valuation.

Unlike PERS, STRS contribution rates for participant employers, employees hired prior to the Implementation Date (defined herein) and the State are set by statute and do not currently vary from year-to-year based on actuarial valuations. As a result of the Reform Act (defined below), the contribution rate for STRS participants hired after the Implementation Date will vary from year-to-year based on actuarial valuations. See "—California Public Employees' Pension Reform Act of 2013" below. In recent years, the combined employer, employee and State contributions to STRS have been significantly less than actuarially required amounts. As a result, and due in part to investment losses, the unfunded liability of STRS has increased significantly. AB 1469 is intended to address this unfunded liability. The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make larger contributions to STRS in the future. The District can also provide no assurances that the District's required contributions to PERS will not increase in the future.

California Public Employees' Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employee's Pension Reform Act of 2013 (the "Reform Act"), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the "Implementation Date"). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled to for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (currently 12 months for STRS members who retire with 25 years of service), and (iii) caps "pensionable compensation" for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution and benefit base for members participating in Social Security or 120% for members not participating in social security, while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

GASB Statement Nos. 67 and 68. On June 25, 2012, GASB approved Statements Nos. 67 and 68 ("Statements") with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statements, No. 67 and No. 68, replace GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government's balance sheet (currently, such unfunded liabilities are

typically included as notes to the government's financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to GASB, Statement No. 68 means that, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect of the new standards on the District is not known at this time. The reporting requirements for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014.

The District's proportionate shares of the net pension liability of STRS and PERS, as of June 30, 2017, are as shown in the following table.

Pension Plan	Proportionate Share of Net Pension Liability
STRS	$16,763,831
PERS	5,855,010
Total	$22,618,841

Source: The District.

For further information about the District's contributions to STRS and PERS, see Note 9 in the District's audited financial statements for fiscal year ended June 30, 2017 attached hereto as Appendix C.

Post-Employment Benefits

In June 2004, the Governmental Accounting Standards Board ("GASB") pronounced Statement No. 45, *Accounting and Financial Reporting by Employers for Post Employment Benefits Other Than Pensions.* The pronouncement required public agency employers providing healthcare benefits to retirees to recognize and account for the costs for providing these benefits on an accrual basis and provide footnote disclosure on the progress toward funding the benefits. The implementation date for this pronouncement was staggered in three phases based upon the entity's annual revenues, similar to the implementation for GASB Statement No. 34 and 35.

The District does not provide post-employment health care benefits to its employees.

Certain Existing Obligations

A schedule of the District's changes in long-term debt for the year ended June 30, 2017 is shown below:

	Balance June 30, 2016	Additions	Deductions	Balance June 30, 2017	Due Within One Year
General obligation bonds	$43,350984	$20,000,000	$2,941,595	$60,409,389	$2,503,599
Unamortized premiums	2,540,567	571,771	105,442	3,006,896	125,158
Net Pension Liability	22,618,841	10,816,633	4,600,560	28,834,914	--
Compensated absences	354,985	138,745	166,643	327,087	--
Total	$68,865,377	$31,527,149	$7,814,240	$92,578,286	$2,628,757

Source: The District.

General Obligation Bonds. In August 1996, the District issued $34,996,263 aggregate issue amount of its 1996 General Obligation Bonds, Series A (the "1996 Bonds"), on October 25, 2012, the District issued $18,000,000 of its General Obligation Bonds, Election of 2012, Series A (the "Series A Bonds"), on January 28, 2015, the District issued $20,000,000 aggregate principal amount of General Obligation Bonds, 2012 Election, Series B (the "Series B Bonds") and on February 1, 2017, the District issued $20,000,000 of its General Obligation Bonds, 2012 Election, Series C (the "Series C Bonds") under the 2012 Authorization. On August 31, 2017, the District issued its $4,610,000 2017 General Obligation Refunding Bonds to refund a portion of the outstanding Series A Bonds. See "ANNUAL DEBT SERVICE SCHEDULES" for the debt service payments to be made on all of the District's outstanding general obligation bonds.

THE SAN MATEO COUNTY POOLED INVESTMENT FUND

The following information concerning the San Mateo County Pooled Investment Fund has been provided by the County Treasurer and has not been confirmed or verified by the District. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date.

Under California law, the District is required to pay all monies received from any source into the San Mateo County Treasury to be held on behalf of the District. The County Treasurer has authority to implement and oversee the investment of funds on deposit in commingled funds of the Treasury.

Decisions on the investment of funds in the Pooled Investment Fund are made by the County Treasurer and her deputies in accordance with established policy guidelines. In the County, investment decisions are governed by California Government Code Sections 53601 and 53635, *et seq*., which govern legal investments by local agencies in the State of California, and a more restrictive Investment Policy proposed by the County Treasurer and adopted by the County Board of Supervisors on an annual basis. The Investment Policy is reviewed and approved annually by the County Board of Supervisors. The County Treasurer's compliance with the Investment Policy is also audited annually by an independent certified public accountant.

SAN MATEO COUNTY
POOLED INVESTMENT FUND
PORTFOLIO EARNINGS FOR MONTH ENDING _____, 2018

Fixed Income Securities Maturing longer than 1 year	Par Value	Gross Earnings
U.S. Treasury Notes		
U.S. Instrumentalities		
Federal Agencies		
Corporate Notes		
Floating Rate Securities		
Short Term Securities Maturing less than 1 year		
U.S. Treasury Notes		
U.S. Instrumentalities		
Federal Agencies		
Corporate Notes		
Floating Rate Securities		
LAIF		
Commercial Paper		
Certificate of Deposit		
U.S. Treasury Bille		
Repurchase Agreements		
Total accrued interest		
Realized Gain/Loss & Interest Received		
U.S. Treasury Notes		
U.S. Instrumentalities		
Federal Agencies		
Corporate Notes		
Floating Rate Securities		
LAIF		
Commercial Paper		
Repurchase Agreements		
Total Realized Income		
Total Dollar Earnings		

Source: San Mateo County.

CONTINUING DISCLOSURE

The District has covenanted for the benefit of the Owners of the Bonds to provide certain financial information and operating data relating to the District (the "Annual Report") by not later than 9 months following the end of the District's fiscal year (currently ending June 30), commencing with the Annual Report for the 2017-18 fiscal year, and to provide notices of the occurrence of certain enumerated events. The District has entered into a Continuing Disclosure Agreement ("Continuing Disclosure Agreement") for the benefit of the Owners of the Bonds. The Annual Report and each notice of enumerated events will be filed by the District with the Electronic Municipal Markets Access system ("EMMA") of the Municipal Securities Rulemaking Board (the "MSRB"), or any other repository then recognized by the Securities and Exchange Commission. The specific nature of the information to be contained in the Annual Report or the notices of enumerated events is set forth below under the caption "APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT." These covenants have

been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Within the past five years, the District failed to timely file certain information required to be filed for fiscal years 2012-13 and 2013-14 under its outstanding continuing disclosure obligations. The required information has since been filed. In the past five years, the District has never filed a Notice of Failure to File Annual Report. Additionally, the District has contracted with Isom Advisors, A Division of Urban Futures, Inc., to assist it in preparing and filing the annual reports and notices of enumerated events required under its existing continuing disclosure obligations with respect to the District's outstanding general obligation bonds, including the Bonds.

LEGAL MATTERS

The legal opinion of Dannis Woliver Kelley, San Diego, California, Bond Counsel to the District ("Bond Counsel"), attesting to the validity of the Bonds, will be supplied to the original purchasers of the Bonds without charge, a form of which is attached hereto as Appendix A. Dannis Woliver Kelley is also acting as Disclosure Counsel to the District. Kronick, Moscovitz, Tiedemann & Girard, Sacramento, California is acting as counsel to the Underwriter ("Underwriter's Counsel"). Bond Counsel, Disclosure Counsel and Underwriter's Counsel will receive compensation contingent upon the sale and delivery of the Bonds.

TAX MATTERS

The delivery of the Bonds is subject to delivery of the opinion of Bond Counsel, to the effect that interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions (1) will be excludable from the gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds (the "Code"), of the owners thereof pursuant to section 103 of the Code, and (2) will not be included in computing the alternative minimum taxable income of the owners thereof. The delivery of the Bonds is also subject to the delivery of the opinion of Bond Counsel, based upon existing provisions of the laws of the State of California, that interest on the Bonds is exempt from personal income taxes of the State of California. The form of Bond Counsel's anticipated opinion respecting the Bonds is included in APPENDIX A. The statutes, regulations, rulings, and court decisions on which such opinions will be based are subject to change.

Interest on the Bonds owned by a corporation (other than an S corporation, a regulated investment company, a real estate investment trust, or a real estate mortgage investment conduit) will be included in such corporation's adjusted current earnings for purposes of calculating the alternative minimum taxable income of such corporation for taxable years beginning prior to January 1, 2018.

In rendering the foregoing opinions, Bond Counsel will rely upon the representations and certifications of the District made in a certificate (the "Tax Certificate") of even date with the initial delivery of the Bonds pertaining to the use, expenditure, and investment of the proceeds of the Bonds and will assume continuing compliance with the provisions of the Resolution by the District subsequent to the issuance of the Bonds. The Tax Certificate contains covenants by the District with respect to, among other matters, the use of the proceeds of the Bonds and the facilities and equipment financed therewith by persons other than state or local governmental units, the manner in which the proceeds of the Bonds are to be invested, if required, the calculation and payment to the United States Treasury of any "arbitrage profits" and the reporting of certain information to the United States Treasury. Failure to comply with any of these covenants could cause interest on the Bonds to be includable in the gross income of the owners thereof from the date of the issuance of the Bonds.

Except as described above, Bond Counsel will express no other opinion with respect to any other federal, State or local tax consequences under present law, or proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations such as the Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, certain foreign corporations doing business in the United States, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a financial asset securitization investment trust, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

Bond Counsel's opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the District described above. No ruling has been sought from the Internal Revenue Service ("IRS" or the "Service") or the State of California with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel's opinion is not binding on the Service or the State of California. The Service has an ongoing program of auditing the tax status of the interest on municipal obligations. If an audit of the Bonds is commenced, under current procedures, the Service is likely to treat the District as the "taxpayer," and the Owners of the Bonds would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Bonds, the District may have different or conflicting interests from the owners of the respective Bonds. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

Tax Accounting Treatment of Discount and Premium on Certain of the Bonds

The initial public offering price of certain of the Bonds (the "Discount Bonds") may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bond. The tax rules requiring inclusion in income annually by the holder of a debt instrument having original issue discount of the daily portion of original issue discount for each day during a taxable year in which such holder held such debt instrument is inapplicable to the Bonds. A portion of such original issue discount, allocable to the holding period of such Discount Bond by the initial purchaser, will, upon the disposition of such Discount Bond (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, and will be added to the holder's basis in the Discount Bond, for federal income tax purposes, on the same terms and conditions as those for other interest on the bonds described above under "TAX MATTERS." Such interest is considered to be accrued in accordance with the constant-yield-to-maturity method over the life of a Discount Bond taking into account the semiannual compounding of accrued interest at the yield to maturity on such Discount Bond, and generally will be allocated to an original purchaser in a different amount from the amount of the payment denominated as interest actually received by the original purchaser during the tax year.

However, such interest may be required to be taken into account in determining the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C

earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial Owner prior to maturity, the amount realized by such Owner in excess of the basis of such Discount Bond in the hands of such Owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bond was held) is includable in gross income.

Owners of Discount Bonds should consult with their own tax advisors with respect to the determination for federal income tax purposes of accrued interest upon disposition of Discount Bonds and with respect to the state and local tax consequences of owning Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial offering price of certain Bonds (the "Premium Bonds"), may be greater than the amount payable on such bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income purposes and with respect to the state and local tax consequences of owning Premium Bonds.

Form of Bond Counsel Opinion. The form of the proposed opinion of Bond Counsel relating to the Bonds is attached to this Official Statement as Appendix A.

LEGALITY FOR INVESTMENT

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors. Under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

RATING

Moody's Investors Service ("Moody's") has assigned its municipal bond rating of "____" to the Bonds. Such rating reflects only the views of Moody's and an explanation of the significance of such rating may be obtained as follows: Moody's at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, tel. (212) 553-0300. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

UNDERWRITING

Raymond James & Associates has agreed to purchase the Bonds at the purchase price of $_____ (reflecting the principal amount of the Bonds of $_____ plus a net original issue premium in the amount of $_____less an Underwriter's discount in the amount of $_____), at the rates and yields shown on the inside cover hereof.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices or yields different from the initial public offering prices or yields stated on the inside cover page. The initial public offering prices or yields may be changed from time to time by the Underwriter.

NO LITIGATION

No litigation is pending concerning the validity of the Bonds, and the District's certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue the Bonds.

OTHER INFORMATION

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made such documents and reports for full and complete statements of the contents thereof. Copies of the Resolution and such other documents and reports referred to herein are available upon request from Cabrillo Unified School District, 498 Kelly Avenue, Half Moon Bay, California 94063

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

The execution and delivery of this Official Statement has been duly authorized by the District.

CABRILLO UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX A

FORM OF BOND COUNSEL OPINION

[Date of Delivery]

Board of Education
Cabrillo Unified School District
498 Kelly Avenue
Cabrillo Unified, California 94019

Re: $_____ Cabrillo Unified School District General Obligation Bonds, Election of 2018, Series A

Ladies and Gentlemen:

We have acted as bond counsel for Cabrillo Unified School District, County of San Mateo, State of California (the "District"), in connection with the issuance by the District of $_____ aggregate principal amount of the District's General Obligation Bonds, Election of 2018, Series A (the "Bonds"). The Bonds are issued pursuant to the Government Code of the State of California (commencing at Section 53506), as amended and that certain resolution adopted by the Board of Education of the District on _____, 2018 (the "Resolution"). All terms used herein and not otherwise defined shall have the meanings given to them in the Resolution.

As bond counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the District for the authorization and issuance of the Bonds, including the Resolution. Our services as such bond counsel were limited to an examination of such proceedings and to the rendering of the opinions set forth below. In this connection, we have also examined such certificates of public officials and officers of the District and the County as we have considered necessary for the purposes of this opinion.

Certain agreements, requirements and procedures contained or referred to in the Resolution and other relevant documents may be changed and certain actions (including, without limitation, defeasance of Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any effect on any Bond if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by any parties other than the District. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Resolution. We call attention to the fact that the rights and obligations under the Bonds

and the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors, rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the foregoing documents. We express no opinion and make no comment with respect to the sufficiency of the security for the marketability of the Bonds. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute valid and binding general obligations of the District, payable as to both principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

2. The Resolution has been duly adopted and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.

3. It is further our opinion, based upon the foregoing, that pursuant to section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date hereof (the "Code"), and existing regulations, published rulings, and court decisions thereunder, and assuming continuing compliance with the provisions of the Resolution and in reliance upon representations and certifications of the District made in the Tax Certificate of even date herewith pertaining to the use, expenditure, and investment of the proceeds of the Bonds, when the Bonds are delivered to and paid for by the initial purchasers thereof, interest on the Bonds (1) will be excludable from the gross income, as defined in section 61 of the Code, of the owners thereof for federal income tax purposes, and (2) will not be included in computing the alternative minimum taxable income of the owners thereof. However, interest on the Bonds owned by a corporation (other than an S corporation, a regulated investment company, a real estate investment trust, or a real estate mortgage investment conduit) will be included in such corporation's adjusted current earnings for purposes of calculating the alternative minimum taxable income of such corporation for taxable years beginning prior to January 1, 2018.

4. In our opinion, under existing law, interest on the Bonds is exempt from personal income taxes of the State of California.

We express no opinion with respect to any federal, state, or local tax consequences under present law or any proposed legislation resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

Respectfully submitted,

Dannis Woliver Kelley

APPENDIX B

SELECTED INFORMATION REGARDING THE COUNTY OF SAN MATEO

The following information concerning the County of San Mateo is presented for information purposes only. The following information has been obtained from the sources referenced as of the dates indicated. These sources are believed to be reliable but the information is not guaranteed as to accuracy or completeness, and is not, and should not be construed as, a representation by the District or the Underwriter. The District comprises only a portion of the County of San Mateo and the Bonds are only payable from *ad valorem* property taxes levied on property in the District. The Bonds are not a debt or obligation of the County of San Mateo.

General

San Mateo County (the "County") is located on the California coast south of the City and County of San Francisco and north of Santa Clara County and west of the San Francisco Bay. The County is a major employment base, and is also accessible to the San Jose and Silicon Valley areas south via Interstate 280 or U.S. Highway 101.

Population

The following table summarizes the population of the County and the State in 1990, 2000, 2010 and from 2012 through 2018.

SAN MATEO COUNTY AND STATE OF CALIFORNIA
Population Estimates
(As of January 1)

Year	San Mateo County	State of California
1990[(1)]	649,623	29,758,213
2000[(1)]	707,163	33,873,086
2010	718,614	37,223,900
2012	735,256	37,881,357
2013	745,626	37,239,207
2014	752,145	38,567,459
2015	759,155	38,907,642
2016	765,895	39,189,035
2017	770,203	39,523,613
2018	774,155	39,809,693

[(1)] As of April 1.

Source: California Department of Finance.

Employment and Industry

The following table summarizes the civilian labor force, employment and unemployment in the County for the calendar years 2013 through 2017. These figures are county-wide statistics and may not necessarily accurately reflect employment trends in the District.

SAN MATEO COUNTY
Civilian Labor Force, Employment and Unemployment
(Annual Averages)

	2013	2014	2015	2016	2017
Civilian Labor Force [1]	419,100	429,400	442,000	448,600	452,300
Employment	397,100	411,400	427,000	435,200	440,200
Unemployment	22,000	18,100	15,000	13,400	12,100
Unemployment Rate	5.3%	4.2%	3.4%	3.0%	2.7%
Wage and Salary Employment: [2]					
Agriculture	1,700	1,800	1,800	1,800	1,700
Mining, Logging and Construction	16,800	19,300	23,100	18,100	18,800
Manufacturing	25,500	25,500	25,500	25,400	26,400
Wholesale Trade	11,200	11,600	12,100	12,100	11,600
Retail Trade	34,100	34,900	33,900	33,900	33,900
Transportation, Warehousing, Utilities	27,100	27,800	28,300	30,500	32,000
Information	23,800	26,300	28,100	31,600	33,000
Finance and Insurance	13,900	14,300	14,800	15,400	15,400
Real Estate and Rental and Leasing	6,300	6,300	6,800	7,100	6,800
Professional and Business Services	71,200	75,200	76,500	81,700	79,700
Educational and Health Services	40,500	43,000	44,300	45,000	45,500
Leisure and Hospitality	39,400	40,900	42,500	42,600	42,100
Other Services	13,400	13,900	14,000	13,900	13,500
Federal Government	3,600	3,700	3,800	3,800	3,800
State Government	600	600	600	600	600
Local Government	26,200	27,000	28,300	28,900	28,800
Total, All Industries [3]	355,300	371,900	384,100	392,300	393,600

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Major Employers

The following tables list the major employers within the County in 2018.

COUNTY OF SAN MATEO
Major Employers
2018
(Listed Alphabetically)

Employer Name	Industry
Customcare	Dentists
Electric Charging Station	Research Service
Electronic Arts Inc.	Game Designers
Fisher Investments	Investment Management
Forced Dump Debris Box Service	Garbage Collection
Franklin Templeton Investments	Investments
Genentech Inc.	Pharmaceutical Products
Gilead Sciences Inc.	Biological Products
Guckenheimer Inc.	Foodservice Management
Kaiser Permanente Medical Center	Hospitals
Kaiser Permanente South San Francisco	Hospitals
Lucile Packard Children's Hospital	Health Care Facilities
Mills-Peninsula Health Services	Health Care Management
Motif Inc.	Business Services
Oracle Corporation	Computer Software
San Francisco International Airport	Airports
San Mateo County Behavior	Government- County
San Mateo County Medical Center	Hospitals
SRI International Inc.	Research Service
Tectura Corp	Computers- System Designers
US Interior Department	Government Office- United States
Visa Inc.	Credit Card & Other Credit Plans
Visa International Service Association	Associations
Visa USA Inc.	Credit Card & Other Credit Plans

Source: America's Labor Market Information System (ALMIS) Employer Database, 2018 1st Edition.

Commercial Activity

A summary of historic taxable sales in the County through 2016 (the most recent data available) are shown in the following tables.

COUNTY OF SAN MATEO
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2010	11,340	$7,846,274	18,979	$11,966,338
2011	11,470	8,536,043	18,995	13,020,643
2012	11,748	9,277,144	19,189	13,906,978
2013	12,438	9,935,641	19,808	14,611,618
2014	12,673	10,278,717	19,999	15,298,434
2015	12,992	10,301,197	21,825	15,478,010
2016	12,966	10,394,055	21,899	15,658,573

Source: State Board of Equalization.

Construction Activity

Building activity for the calendar years 2013 through 2018 in the County is shown in the following tables.

COUNTY OF SAN MATEO
Building Permit Valuation
(Valuation in Thousands of Dollars)

	2013	2014	2015	2016	2017	2018[(1)]
Permit Valuation						
New Single-family	$292,893.4	$289,903.2	$374,275.5	$367,334.0	$338,186.5	$148,141.8
New Multi-family	151,019.5	168,859.5	259,181.0	252,560.4	210,996.5	166,344.7
Res. Alterations/Additions	299,830.5	348,231.2	408,011.2	$395,240.9	503,351.5	210,038.9
Total Residential	$743,743.4	$806,993.9	$1,041,467.7	$1,015,135.3	$1,052,534.5	$524,525.4
New Commercial	$165,578.7	$432,585.1	$427,063.7	$683,630.1	$1,063,427.0	$549,002.8
New Industrial	15,724.2	9,600.0	--	4,954.8	500.0	--
New Other	58,726.5	84,241.1	94,031.8	195,895.4	279,183.8	49,830.6
Com. Alterations/Additions	263,460.8	490,364.6	489,389.7	728,965.3	1,047,885.6	557,816.8
Total Nonresidential	$503,490.2	$1,016,790.8	$1,010,485.2	$1,613,445.6	$2,390,996.4	$1,156,650.3
New Dwelling Units						
Single Family	350	315	521	458	411	198
Multiple Family	840	1,302	1,386	1,319	1,169	774
TOTAL	1,190	1,617	1,907	1,777	1,580	972

(1) Year to date as of June 2018

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX C

CABRILLO UNIFIED SCHOOL DISTRICT
AUDITED FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDED JUNE 30, 2017

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") is executed and delivered by Cabrillo Unified School District (the "District") in connection with the execution and delivery of $_____ aggregate principal amount of the District's General Obligation Bonds, Election of 2018, Series A (the "Bonds"). The Bonds are being issued pursuant to a Resolution adopted by the Board of Education of the District on _____, 2018 (the "Resolution"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Resolution.

In consideration of the execution and delivery of the Bonds by the District and the purchase of such Bonds by the Underwriter described below, the District hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District for the benefit of the Bondholders and in order to assist Raymond James & Associates (the "Underwriter") in complying with Rule 15c2-12(b)(5) (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

SECTION 2. Additional Definitions. In addition to the above definitions and the definitions set forth in the Resolution, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 4 and 5 of this Disclosure Agreement.

"Bondholder" or "Holder" means any holder of the Bonds or any beneficial owner of the Bonds so long as they are immobilized with DTC.

"Dissemination Agent" shall mean any Dissemination Agent, or any alternate or successor Dissemination Agent, designated in writing by the Superintendent or Assistant Superintendent, Business Services (or otherwise by the District), which Agent has evidenced its acceptance in writing. Initially, and in the absence of the specific designation of a successor or alternate Dissemination Agent, the Dissemination Agent shall be Isom Advisors, A Division of Urban Futures, Inc.

"Listed Event" means any of the events listed in Section 6 of this Disclosure Agreement.

"Material Events Disclosure" means dissemination of a notice of a Listed Event as set forth in Section 6.

"MSRB" shall mean the Municipal Securities Rulemaking Board, through its electronic municipal market access system, which can be found at http://emma.msrb.org/, or any repository of disclosure information that may be designated by the Securities and Exchange Commission for purposes of the Rule.

SECTION 3. CUSIP Numbers and Final Official Statement. The CUSIP Numbers for the Bonds have been assigned. The Final Official Statement relating to the Bonds is dated ____, 2018 ("Final Official Statement").

SECTION 4. Provision of Annual Reports.

(a) The District shall cause the Dissemination Agent, not later than 9 months after the end of the District's fiscal year (currently ending June 30), commencing with the report for the fiscal year ending June 30, 2018, to provide to the MSRB an Annual Report which is consistent with the requirements of Section 5 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Disclosure Agreement; provided that the audited financial statements of the District may be submitted, when and if available, separately from the balance of the relevant Annual Report.

(b) If the District is unable to provide to the MSRB an Annual Report by the date required in paragraph (a) above, the District shall send a notice in a timely manner to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine the name and address of the MSRB each year prior to the date established hereunder for providing the Annual Report; and

(ii) if the Dissemination Agent is other than the District or an official of the District, the Dissemination Agent shall file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 5. Content of Annual Report. The District's Annual Report shall contain or incorporate by reference the following:

(a) Financial information including the general purpose financial statements of the District for the preceding fiscal year, prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants. If audited financial information is not available by the time the Annual Report is required to be filed pursuant to Section 4(a) hereof, the financial information included in the Annual Report may be unaudited, and the District will provide audited financial information to the MSRB as soon as practical after it has been made available to the District.

(b) Operating data, including the following information with respect to the District's preceding fiscal year (to the extent not included in the audited financial statements described in paragraph (a) above):

(i) the average daily attendance in District schools on an aggregate basis for the preceding fiscal year;

(ii) pension plan contributions made by the District for the preceding fiscal year;

(iii) aggregate principal amount of short-term borrowings, lease obligations and other long-term borrowings of the District as of the end of the preceding fiscal year;

(iv) description of amount of general fund revenues and expenditures which have been budgeted for the current fiscal year, together with audited actual budget figures for the preceding fiscal year;

(v) property tax collection delinquencies for the District, for the most recently completed Fiscal Year, if the District is no longer a participant in the County's Teeter Plan; and

(vi) current fiscal year assessed valuation of taxable properties in the District, including assessed valuation of the top ten properties.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to the MSRB or to the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each other document so incorporated by reference.

SECTION 6. Reporting of Significant Events.

(a) The District agrees to provide or cause to be provided to the MSRB, in readable PDF or other electronic format as prescribed by the MSRB, notice of the occurrence of any of the following events with respect to the Bonds not later than ten (10) Business Days after the occurrence of the event:

(i) Principal and interest payment delinquencies.

(ii) Unscheduled draws on any debt service reserves reflecting financial difficulties.

(iii) Unscheduled draws on any credit enhancements reflecting financial difficulties.

(iv) Substitution of or failure to perform by any credit provider.

(v) Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);

(vi) Tender Offers;

(vii) Defeasances;

(viii) Rating changes; or

(ix) Bankruptcy, insolvency, receivership or similar event of the obligated person.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, not later than ten (10) Business Days after the occurrence of the event:

(i) Unless described in paragraph 6(a)(v) hereof, adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(ii) Modifications of rights to Bondholders;

(iii) Optional, unscheduled or contingent Bond calls;

(iv) Release, substitution or sale of property securing repayment of the Bonds;

(v) Non-payment related defaults;

(vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or

(vii) Appointment of a successor or additional Paying Agent or the change of name of a Paying Agent.

(c) The District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 4 hereof, as provided in Section 4(b) hereof.

(d) Whenever the District obtains knowledge of the occurrence of a Listed Event described in Section 6(a) hereof, or determines that knowledge of a Listed Event described in Section 6(b) hereof would be material under applicable federal securities laws, the District shall within ten (10) Business Days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsection (b)(iii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

SECTION 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Agreement shall terminate when the District is no longer an obligated person with respect to the Bonds, as provided in the Rule, upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 8. Dissemination Agent. The Superintendent may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist in carrying out the District's obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

The Dissemination Agent shall be entitled to the protections, limitations from liability, immunities and indemnities provided to the Paying Agent as set forth in the Resolution which are incorporated by reference herein. The Dissemination Agent agrees to perform only those duties of the Dissemination Agent specifically set forth in the Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Dissemination Agent.

The Dissemination Agent shall have no duty or obligation to review the Annual Report nor shall the Dissemination Agent be responsible for filing any Annual Report not provided to it by the District in a timely manner in a form suitable for filing. In accepting the appointment under this Agreement, the Dissemination Agent is not acting in a fiduciary capacity to the registered holders or beneficial owners of the Bonds, the District, or any other party or person.

The Dissemination Agent may consult with counsel of its choice and shall be protected in any action taken or not taken by it in accordance with the advice or opinion of such counsel. No provision of this Agreement shall require the Dissemination Agent to risk or advance or expend its own funds or incur any financial liability. The Dissemination Agent shall have the right to resign from its duties as Dissemination Agent under this Agreement upon thirty days' written notice to the District. The Dissemination Agent shall be entitled to compensation for its services as Dissemination Agent and reimbursement for its out-of-pocket expenses, attorney's fees, costs and advances made or incurred in the performance of its duties under this Agreement in accordance with its written fee schedule provided to the District, as such fee schedule may be amended from time to time in writing. The District agrees to indemnify and hold the Dissemination Agent harmless from and against any cost, claim, expense, cost or liability related to or arising from the acceptance of and performance of the duties of the Dissemination Agent hereunder, provided the Dissemination Agent shall not be indemnified to the extent of its willful misconduct or negligence. The obligations of the District under this Section shall survive the termination or discharge of this Agreement and the Bonds.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the District may amend this Disclosure Agreement under the following conditions, provided no amendment to this Agreement shall be made that affects the rights, duties or obligations of the Dissemination Agent without its written consent:

(a) The amendment may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person, or type of business conducted;

(b) This Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Holders, as determined either by parties unaffiliated with the District or another obligated person (such as the Bond Counsel) or by the written approval of the Bondholders; provided, that the Annual Report containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

SECTION 10. Additional Information. If the District chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or to include it in any future disclosure or notice of occurrence of a Designated Material Event.

Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Designated Material Event, in addition to that which is required by this Disclosure Agreement.

SECTION 11. Default. The District shall give notice to the MSRB of any failure to provide the Annual Report when the same is due hereunder, which notice shall be given prior to July 1 of that year. In the event of a failure of the District to comply with any provision of this Disclosure Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or

specific performance by court order, to cause the District to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the District to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Disclosure Agreement shall be governed by the laws of the State, applicable to contracts made and performed in such State.

Dated: _____, 2018

CABRILLO UNIFIED SCHOOL DISTRICT

By:_____
Superintendent

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Cabrillo Unified School District

Name of Issue: $_____ General Obligation Bonds, Election of 2018, Series A

Date of Issuance: _____, 2018

NOTICE IS HEREBY GIVEN that the above-named Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 4(a) of the Continuing Disclosure Agreement dated _____, 2018. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

[ISSUER/DISSEMINATION AGENT]

By:_____

APPENDIX E

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) prepayment or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedure" of DTC to be followed in dealing with DTC Participants are on file with DTC.

General

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. *The foregoing internet addresses are included for reference only, and the information on these internet sites is not incorporated by reference herein.*

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect

Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District (or the Paying Agent on behalf thereof) as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository).Discontinuance of use of the system of book-entry transfers through DTC may require the approval of DTC Participants under DTC's operational arrangements. In that event, printed certificates for the Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

Discontinuation of Book-Entry Only System; Payment to Beneficial Owners

In the event that the book-entry system described above is no longer used with respect to the Bonds, the following provisions will govern the payment, transfer and exchange of the Bonds.

The principal of the Bonds and any premium and interest upon the redemption thereof prior to the maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the office of the Paying Agent, initially located in San Francisco, California. Interest on the Bonds will be paid by the Paying Agent by check or draft mailed to the person whose name appears on the registration books of the Paying Agent as the registered owner, and to that person's address appearing on the registration books as of the close of business on the Record Date. At the written request of any registered owner of at least $1,000,000 in aggregate principal, payments shall be wired to a bank and account number on file with the Paying Agent as of the Record Date.

Any Bond may be exchanged for Bonds of any authorized denomination upon presentation and surrender at the office of the Paying Agent, initially located in San Francisco, California, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred only on the Bond registration books upon presentation and surrender of the Bond at such office of the Paying Agent together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Neither the District nor the Paying Agent will be required to exchange or transfer any Bond during the period from the Record Date through the next Interest Payment Date.

$_____
CABRILLO UNIFIED SCHOOL DISTRICT
COUNTY OF SAN MATEO, CALIFORNIA
GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES A
BOND PURCHASE AGREEMENT

September __, 2018

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 __, 2018, 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, General Obligation Bonds, Election of 2018, Series A.

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 Agreement, this Bond Purchase Agreement and the Continuing Disclosure Certificate.

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 Agreement means the Paying Agent/Bond Registrar/Costs of Issuance Agreement 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 _____, 2018, relating to the Bonds, together with the cover page thereof and all appendices, exhibits, amendments and supplements thereto provided by the District.

Resolution means Resolution No ____, adopted by the District on _____, 2018.

State means the State of California.

Underwriter means Raymond James & Associates, Inc.

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 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, including the process leading thereto, the Underwriter is acting solely as principal and not as agent or fiduciary of the District; (iii) the Underwriter has neither assumed an advisory or a a fiduciary responsibility in favor of the District with respect to 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); nor has it assumed any other obligation to the District the except the obligations expressly set forth in this Bond Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the District; and (v) the District has consulted with its own legal, financial, and other professional advisors to the extent it has deemed appropriate in connection with the offering of 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, 2019. 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 the Closing Date 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. 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, Isom Advisors, a Division of Urban Futures, Inc. (the "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.

(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 (5^{th}) 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.

(D) The Underwriter confirms that any selling group agreement and any retail distribution 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 and each broker-dealer that is a party to such retail distribution agreement, as applicable, to 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 (i) 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, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution 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.

(E) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the 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 District (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 (i) more than 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), (ii) 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 (iii) 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, October ___, 2018, 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, San Francisco, 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 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 A 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 A, 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.

(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 Agreement;

(2) the Paying Agent 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 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 Agreement against the Paying Agent.

(ix) Agreements. Fully executed copies of the Paying Agent 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) substantially in the form attached hereto as Exhibit B.

(xi) Rating Letter. A letter from Moody's Investors Service ("Moody's") evidencing that the Bonds are rated "__" and that such rating is in full force and effect and has not been withdrawn or downgraded for any reason.

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

(xiii) 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;

(L) Actions Affecting Ratings. The occurrence or notice of intention of the withdrawal, downgrading, suspension, or negative change in credit watch status of any rating of the Bonds or the District's outstanding indebtedness by any national rating agency then rating the Bonds; or

(M) Other Disruptive Events or Conditions in the Markets. The occurrence of other materially disruptive events or existence of other materially disruptive conditions in the securities or debt markets as agreed to by the District in conjunction with the District's Municipal Advisor.

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, municipal 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;

(vii) the expenses of the Underwriter, not to exceed $5,000.00; and

(viii) 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, Inc.
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, INC.

By:_____
Authorized Officer

The foregoing is hereby agreed to and accepted
as of August ___, 2018, 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	10% Test Satisfied	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule

[C] = Priced to first optional call date of August 1, 20__.

Optional Redemption:

The Bonds maturing on or before August 1, 20_ are not subject to redemption prior to their stated maturity dates. The Bonds maturing on or after August 1, 20_ 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, 20_, 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.

Mandatory Redemption:

The Bonds maturing on August 1, 20__ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof as of the date set for such redemption, without premium. The principal amount to be so redeemed and the dates therefor and the final payment date is as indicated in the following table:

Redemption Date (August 1)	Principal Amount
[1] Total:	

[1] Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20__ are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of $5,000 of principal amount, in respect of the portion of such Term Bonds optionally redeemed.

EXHIBIT B

$_____
CABRILLO UNIFIED SCHOOL DISTRICT
COUNTY OF SAN MATEO, CALIFORNIA
GENERAL OBLIGATION BONDS
ELECTION OF 2018, SERIES A

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Raymond James & Associates, Inc. (the "Underwriter"), based on the information available to the Underwriter, hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. ***Sale of Bonds.***

(a) As of the date of this Certificate, for [each Maturity of the Bonds] or [the General Rule Maturities], the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed on Schedule 1 attached hereto.

[(b) With respect to each of the Hold-the-Offering-Price Maturities of the Bonds:

(i) As of the date of this Certificate, the Underwriter has not sold at least 10% of the Bonds of these Maturities at any price or prices.

(ii) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in **Schedule 1** (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as **Schedule 2**.

(iii) As set forth in the Bond Purchase Agreement dated _____, 2018, between the District and the Underwriter, the Underwriter has agreed in writing that, (A) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (B) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. ***Defined Terms.***

(a) [*General Rule Maturities* means those Maturities of the Bonds listed in **Schedule 1** hereto as the "General Rule Maturities."]

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in **Schedule 1** hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (*i.e.* _____, 2018), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *[Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2018.]

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph 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).

3. *Use of Certificate.* The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. Accordingly, the Underwriter makes no representations as to the legal sufficiency of the factual matters set forth herein. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dannis Woliver Kelley in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

RAYMOND JAMES & ASSOCIATES, INC.

By:_____

Dated: _____, 2018 Name:_____

SCHEDULE 1

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

SCHEDULE 2

PRICING WIRE OR EQUIVALENT COMMUNICATION

(attached)

$_____
CABRILLO UNIFIED SCHOOL DISTRICT
(San Mateo County, California)
General Obligation Bonds, Election of 2018, Series A

PAYING AGENT/BOND REGISTRAR/COSTS OF ISSUANCE AGREEMENT

THIS PAYING AGENT/BOND REGISTRAR/COSTS OF ISSUANCE AGREEMENT (this "Agreement"), is entered into as of October 1, 2018, by and between the CABRILLO UNIFIED SCHOOL DISTRICT (the "District"), and The Bank of New York Mellon Trust Company, N.A. (the "Bank"), relating to the $_____ Cabrillo Unified School District (San Mateo County, California) General Obligation Bonds, Election of 2018, Series A (the "Series A Bonds"). The District hereby consents to and confirms the appointment of the Bank to act as Paying Agent, Transfer Agent and Bond Registrar for the Series A Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Series A Bonds.

RECITALS

WHEREAS the District has duly authorized and provided for the issuance of the Series A Bonds as fully registered bonds without coupons;

WHEREAS the District will ensure all things necessary to make the Series A 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 Series A Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Series A Bonds;

WHEREAS the District and the Bank also wish to provide the terms under which Bank will act as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Series A 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, Transfer Agent and Bond Registrar for the Series A Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Series A 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.

"*Bond Resolution*" means the resolution of the District pursuant to which the Series A Bonds were issued.

"*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 Series A Bonds.

"*District*" means Cabrillo Unified School District.

"*District Request*" means a written request signed in the name of the District and delivered to the Bank.

"*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 Series A 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 Series A Bonds.

"*Stated Maturity*" when used with respect to any Series A Bonds means the date specified in the Bond Resolution as the date on which the principal of such Series A Bonds is due and payable.

"*Series A Bonds*" means any one or all of the $____ Cabrillo Unified School District (San Mateo County, California) General Obligation Bonds, Election of 2018, Series A.

ARTICLE TWO

APPOINTMENT OF BANK AS PAYING AGENT, TRANSFER AGENT, BOND REGISTRAR AND CUSTODIAN AND DISBURSING AGENT

Section 2.01. **Appointment and Acceptance**. The District hereby consents to and confirms the appointment of the Bank to act as Paying Agent and Transfer Agent with respect to the Series A Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement and the Bond Resolution, the principal of, redemption premium (if any), and interest on all or any of the Series A Bonds.

The District hereby consents to and confirms the appointment of the Bank as Registrar with respect to the Series A 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 Series A Bonds and with respect to the transfer and exchange thereof as provided herein and in the Bond Resolution.

The District hereby consents to and confirms the appointment of the Bank as Custodian and Disbursing Agent.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent, Transfer Agent, Bond Registrar and Custodian and Disbursing Agent.

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.

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, and interest on each Series A Bond in accordance with the provisions of the Bond Resolution.

Section 3.02. **Payment Dates**. The District hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Series A Bonds on the dates specified in the Bond Resolution.

ARTICLE FOUR

REGISTRAR

Section 4.01. **Initial Delivery of Bonds**. The Series A 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 Series A 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 Series A Bonds. Every Series A 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 attorney duly authorized in writing. The Bank as 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 Series A Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Series A Bonds in safekeeping.

Section 4.04. **Form of Bond Register**. The Bank as Registrar will maintain its records as Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. **Reports**. The District may request the information in the Bond Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing and to convert the information into written form. 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 Series A 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 Series A Bonds previously authenticated and delivered which the District may have acquired in any manner whatsoever, and all Series A Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Series A Bonds held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the District upon its written request.

ARTICLE FIVE

CUSTODIAN AND DISBURSING AGENT

Section 5.01. **Receipt of Moneys.** Raymond James & Associates, the Underwriter of the Series A Bonds ("Underwriter"), has transferred to the San Mateo County Treasurer-Tax Collector $_____ for deposit in the Building Fund maintained for the

District and $_____ for deposit in the Interest and Sinking Fund maintained for the District. The Bank, as Custodian and Disbursing Agent has received from the Underwriter the remaining $_____ to be deposited 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 Bank as Custodian and Disbursing Agent will hold and invest funds in the Costs of Issuance Account until _____, 2019, the 90th day following the date of issue of the Series A Bonds, or upon prior written order of the District.

Section 5.03. **Payment of Costs of Issuance**. The Bank as Custodian and Disbursing Agent will pay costs of issuance of the Series A 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 _____, 2019, will be transferred to the San Mateo County Treasurer-Tax Collector for deposit in the Debt Service Fund maintained for the District.

Section 5.05. **Limited Liability**. The liability of the Bank 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 the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Series A 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.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(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.

(d) The Bank may rely, or 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 Series A Bond, but shall be protected in acting upon receipt of Series A 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 with reasonable care.

Section 6.03. **Recitals of District**. The recitals contained in the Bond Resolution and the Series A 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 Series A Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Series A 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 Series A Bond and remaining unclaimed for two years after such deposit will be paid by the Bank to the District, and 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**. To the extent permitted by law, 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 or under the Bond Resolution (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the Bank's negligence or willful 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. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Series A 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 or delivered to the District or the Bank, respectively, at the address shown herein, or such other address as may have been given by one party to the other by fifteen (15) days written notice.

Section 7.04. **Electronic Mail/Facsimile**. The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the County of San Mateo and the District shall provide to the Paying Agent an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the County of San Mateo and the District elect to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent's understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The County of San Mateo and the District agree: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying Agent 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 Paying Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the County of San Mateo and the District; and (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.

Section 7.05. **Effect of Headings**. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 7.06. **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 7.07. **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 7.08. **Benefits of Agreement**. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 7.09. **Entire Agreement**. This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent, Transfer Agent and Bond Registrar for the Series A Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Series A Bonds.

Section 7.10. **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 7.11. **Term and Termination**. This Agreement shall be effective from and after its date and until the Bank resigns or is removed in accordance with the Bond Resolution; 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 resign at any time by giving written notice thereof to the County of San Mateo and the District. If the Bank shall resign, be removed or become incapable of acting, the County of San Mateo, after consultation with the District, shall promptly appoint a successor Paying Agent and Registrar. If an instrument of acceptance by a successor Paying Agent and Registrar shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the District for the appointment of a successor Paying Agent and Registrar. In the event of resignation or removal of the Bank as Paying Agent and Registrar, upon the written request of the County of San Mateo or the District and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the County of San Mateo on behalf of the District or its designee all funds and unauthenticated Series A Bonds, and a copy of the Bond Register. The provisions of Section 2.02 and Section 6.08 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 7.12. **Governing Law**. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Section 7.13. **Documents to be Filed with Bank**. At the time of the Bank's appointment as Paying Agent and Registrar, the District shall file with the Bank the following documents: (a) a certified copy of the Bond Resolution and a specimen Series A Bond; (b) a copy of the opinion of bond counsel provided to the District in connection with the issuance of the Series A Bonds; and (c) a District Request containing written instructions to the Bank with respect to the issuance and delivery of the Series A Bonds, including the name of the Registered Owners and the denominations of the Series A Bonds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CABRILLO UNIFIED SCHOOL DISTRICT

By _____
Name Jane Yuster
Title Superintendent

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

By _____
Name _____
Title _____

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2018

NEW ISSUE – BOOK ENTRY ONLY

RATING:
Moody's: "___"
(See "RATING" herein.)

In the opinion of Dannis Woliver Kelley, Bond Counsel to the District, under existing law, interest on the Bonds is exempt from personal income taxes of the State of California, and, assuming continuing compliance after the date of initial delivery of the Bonds with certain covenants contained in the Resolution authorizing the Bonds and subject to the matters set forth under "TAX MATTERS" herein, interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions will be excludable from the gross income of the owners thereof pursuant to section 103 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds, and will not be included in computing the alternative minimum taxable income of the owners thereof. Bond Counsel observes, however, that interest on the Bonds will be included in calculating a corporation's adjusted current earnings for purposes of calculating alternative minimum taxable income for taxable years beginning prior to January 1, 2018. See "TAX MATTERS" herein.

$35,000,000*
CABRILLO UNIFIED SCHOOL DISTRICT
(San Mateo County, California)
GENERAL OBLIGATION BONDS
ELECTION OF 2018, SERIES A

Dated: Date of Delivery **Due: August 1, as shown on inside cover**

The Cabrillo Unified School District (the "District") General Obligation Bonds Election of 2018, Series A (the "Bonds") are being issued to finance the acquisition, construction, furnishing and equipping of District facilities and to pay certain costs of issuance associated therewith, as more fully described herein under the caption "THE PROJECTS." The Bonds were authorized at an election within the District held on June 5, 2018 (the "Election") at which at least fifty-five percent of the registered voters voting on the proposition voted to authorize the issuance and sale of $99,000,000 aggregate principal amount of general obligation bonds of the District (the "Authorization"). The Bonds are the first series of general obligation bonds issued pursuant to the Authorization and are issued on a parity basis with all of the District's outstanding general obligation bonds.

The Bonds are general obligations of the District only and are not obligations of the County of San Mateo (the "County"), the State of California or any of its other political subdivisions. The Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* property taxes without limitation as to rate or amount (except certain personal property which is taxable at limited rates), for each fiscal year upon the taxable property in the District in an amount at least sufficient, together with other moneys available for such purpose, to pay the principal and premium, if any, and interest on each Bond as the same becomes due and payable.

Interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2019. See ''THE BONDS'' herein.

The Bonds will be issued in book-entry form only, in denominations of $5,000 principal amount or integral multiples thereof. The Bonds will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Purchasers will not receive certificates representing their interests in the Bonds. Payments on the Bonds will be made by The Bank of New York Mellon Trust Company, N.A., as Paying Agent, to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See "THE BONDS – Book-Entry Only System."

The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS – Redemption" herein.

MATURITY SCHEDULE
On Inside Cover

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Bonds will be offered when, as and if issued and received by the Underwriter subject to the approval of legality by Dannis Woliver Kelley, San Diego, California, Bond Counsel, and certain other conditions. Dannis Woliver Kelley, San Diego, California, is acting as Disclosure Counsel for the issue. Certain matters will be passed upon for the Underwriter by its counsel, Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation, Sacramento, California. It is anticipated that the Bonds will be available for delivery in definitive form in New York, New York, through the facilities of DTC on or about October 10, 2018.

RAYMOND JAMES LOGO

* Preliminary; subject to change.

The Date of this Official Statement is: _____, 2018

MATURITY SCHEDULE

$_____
Cabrillo Unified School District
(San Mateo County, California)
General Obligation Bonds, Election of 2018, Series A

Maturity (August 1)	Principal Amount	Interest Rate	Yield	CUSIP[1] (127127)

$_____ ___% Term Bonds Due August 1, 20__, Yield _____% CUSIP[1] 127127

[1] Copyright 2018, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. The CUSIP number is provided for convenience of reference only. Neither the District nor the Underwriter take any responsibility for the accuracy of such CUSIP number.

CABRILLO UNIFIED SCHOOL DISTRICT
(San Mateo County, California)

DISTRICT GOVERNING BOARD

Rob Pappalardo, *President*
Sophia Layne, *Vice-President*
Kimberly Hines, *Clerk*
Freya McCamant, *Member*
Kirk Riemer, *Member*

DISTRICT ADMINISTRATION

Jane Yuster, *Superintendent*
Joy Dardenelle, *Assistant Superintendent Curriculum & Instruction*
Crystal Leach, *Chief Business Official*

FINANCIAL ADVISOR

Isom Advisors, a Division of Urban Futures, Inc.
Walnut Creek, California

BOND COUNSEL AND DISCLOSURE COUNSEL

Dannis Woliver Kelley
San Diego, California

PAYING AGENT, TRANSFER AGENT, BOND REGISTRAR AND ESCROW AGENT

The Bank of New York Mellon Trust Company, N.A.
Dallas, Texas

No dealer, broker, salesperson or other person has been authorized by Cabrillo Unified School District (the "District") to provide any information or to make any representations other than as contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell, the solicitation of an offer to buy, nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly described herein, are intended solely as such and are not to be construed as a representation of facts.

The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. Although certain information set forth in this Official Statement has been provided by the County of San Mateo, the County of San Mateo has not approved this Official Statement and is not responsible for the accuracy or completeness of the statements contained in this Official Statement except for the information set forth under the heading "THE SAN MATEO COUNTY POOLED INVESTMENT FUND."

The Underwriter has provided the following sentence for inclusion in this Official Statement. "The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information."

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN SECURITIES DEALERS, INSTITUTIONAL INVESTORS, BANKS OR OTHERS AT PRICES LOWER OR HIGHER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used, such as "plan," "expect," "estimate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District does not plan to issue any updates or revisions to those forward-looking statements if or when their expectations, or events, conditions or circumstances on which such statements are based, occur.

The District maintains a website. However, the information presented there is not part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

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**$35,000,000*
CABRILLO UNIFIED SCHOOL DISTRICT
(San Mateo County, California)
GENERAL OBLIGATION BONDS
ELECTION OF 2018. SERIES A**

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

Cabrillo Unified School District (the "District") proposes to issue $35,000,000* aggregate principal amount of its General Obligation Bonds, Election of 2018, Series A (the "Bonds") under and pursuant to a bond authorization (the "Authorization") for the issuance and sale of not more than $99,000,000 of general obligation bonds approved by 55% or more of the qualified voters of the District voting on the measure at a general election held on June 5, 2018 (the "Election"). The Bonds are the first series of general obligation bonds issued under the Authorization. Subsequent to the issuance of the Bonds, $66,000,000* aggregate principal amount of general obligation bonds will remain for issuance pursuant to the Authorization. The District also received authorization to issue $81,000,000 of general obligation bonds by more than 55% of the qualified voters of the District voting on the proposition at a general election held on June 5, 2012 (the "2012 Authorization"). No further general obligation bonds remain for issuance under the 2012 Authorization.

Proceeds from the sale of the Bonds will be used to finance the acquisition, construction, furnishing and equipping of District facilities and to pay certain costs of issuance associated therewith. See "THE PROJECTS" herein.

Registration

The Bank of New York Mellon Trust Company, N.A. will act as the initial registrar, transfer agent and paying agent for the Bonds (the "Paying Agent"). As long as The Depository Trust Company, New York, New York ("DTC") is the registered Owner of the Bonds and DTC's book-entry method is used for the Bonds, the Paying Agent will send any notices to Owners only to DTC. See "THE BONDS – Description of the Bonds" herein.

The District

The District, located south of San Francisco along the west coast of San Mateo County, serves the communities of Montara, Moss Beach, Half Moon Bay, El Granada and Woodside. Currently, the District operates four elementary schools, one intermediate school and one high school. In addition, the District maintains one adult education facility and one alternative high school. Average daily attendance for fiscal year 2018-19 is budgeted to be 3,040 students and the property within the District had assessed value of $6,354,257,831 in 2017-18. The audited financial statements for the District for the fiscal year ended June 30, 2017 are attached hereto as APPENDIX C. For further information concerning the District, see the caption "CABRILLO UNIFIED SCHOOL DISTRICT" herein.

* Preliminary; subject to change.

Sources of Payment for the Bonds

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to annually levy *ad valorem* property taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Bonds when due. See "SECURITY FOR THE BONDS" and "TAX BASE FOR REPAYMENT OF THE BONDS" herein.

Authority for Issuance

The Bonds are general obligations of the District. The Bonds are being issued by the District under certain provisions of the Government Code of the State and pursuant to a resolution adopted by the Board. See "THE BONDS - Authority for Issuance" herein.

Redemption

The Bonds are subject to redemption prior to their scheduled maturity as described herein. See "THE BONDS –Redemption" herein.

Tax Matters

In the opinion of Dannis Woliver Kelley, under existing law, interest on the Bonds is exempt from personal income taxes of the State of California, and, assuming continuing compliance after the date of initial delivery of the Bonds with certain covenants contained in the Resolution authorizing the Bonds and subject however to the qualifications described herein, interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions will be excludable from the gross income of the owners thereof pursuant to section 103 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds, and will not be included in computing the alternative minimum taxable income of the owners thereof. Bond Counsel observes, however, that interest on the Bonds will be included in calculating a corporation's adjusted current earnings for purposes of calculating alternative minimum taxable income for taxable years beginning prior to January 1, 2018. See "TAX MATTERS" herein.

Continuing Disclosure

The District has covenanted that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement executed by the District in connection with the Bonds. See "THE BONDS – Continuing Disclosure Agreement," "CONTINUING DISCLOSURE" and "APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT" herein.

Closing Date

The Bonds are offered when, as and if issued, subject to approval as to their legality by Bond Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of DTC on or about October 10, 2018.

THE BONDS

Authority for Issuance

The Bonds are general obligations of the District. The Bonds are being issued by the District under the provisions of Title 5, Division 2, Part 1, Chapter 3, Article 4.5 of the Government Code of the State of California (the "Government Code") (commencing with Section 53506) and pursuant to a resolution of the Board adopted on _____, 2018 (the "Resolution").

Purpose of Issue

The net proceeds of the Bonds will be used to finance certain capital improvements for the District as specified in the District bond proposition submitted at the Election, which includes updating classrooms and science labs in schools; performing essential safety repairs; fixing leaky roofs; equipping classrooms with 21st-century learning technology; replacing aging heating and plumbing; and constructing and equipping classrooms. See "THE PROJECTS" herein.

Description of the Bonds

The Bonds will be dated their date of delivery and will be issued only as fully registered bonds in denominations of $5,000 principal amount or integral multiples thereof.

The Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Owners or registered owners shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners (as defined herein) of the Bonds.

The Bonds will be issued under a book-entry system, evidencing ownership of the Bonds in principal amounts of $5,000 or integral multiples thereof, with no physical distribution of Bonds made to the public. DTC will act as depository for the Bonds, which will be immobilized in their custody.

So long as Cede & Co. is the registered owner of the Bonds, principal of and interest or premium, if any, on the Bonds are payable by wire transfer or New York Clearing House or by wire transfer of same day funds by The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent"), to Cede & Co., as nominee for DTC. DTC is obligated, in turn, to remit such amounts to the DTC Participants (as defined herein) for subsequent disbursement to the Beneficial Owners. See "APPENDIX E – BOOK-ENTRY ONLY SYSTEM" herein.

Payment of the Bonds

Interest on the Bonds is payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") through maturity, commencing February 1, 2019.

Interest on each Bond shall accrue from its dated date at the interest rates applicable thereto as set forth on the inside cover page hereof. Interest shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date (the "Record Date"). Interest will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered during the period from the 16th day of the month immediately preceding any Interest Payment Date to that Interest Payment Date, in which event interest

with respect thereto shall be payable from such Interest Payment Date; or (ii) it is registered prior to the close of business on January 15, 2019, in which event interest shall be payable from its Dated Date; provided, however, that if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. If the Bonds are no longer in book-entry-only form, payments of interest will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of $1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

Redemption*

Optional Redemption. The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Bonds maturing on or after August 1, 20__, may be redeemed before maturity at the option of the District, in whole or part, from any source of available funds, on any date on or after August 1, 2028 at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the date of redemption, without premium.

Mandatory Redemption. The Bonds maturing August 1, 20__ are subject to mandatory sinking fund redemption on August 1 of each Mandatory Sinking Fund Payment Date and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium:

Mandatory Sinking Fund Payment Date (August 1)	Principal Amount to be Redeemed

(1) Maturity.

In the event that a portion of the Bonds maturing on August 1, 20__ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of $5,000 principal amount of such Bonds optionally redeemed.

Selection of Bonds for Redemption

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent shall select Bonds for redemption in inverse order of maturity or in such order as the District may otherwise direct. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine;

* Preliminary; subject to change.

provided, however, that the portion of any Bond to be redeemed in part shall be in the principal amount of $5,000 or any integral multiple thereof.

Notice of Redemption

When redemption is authorized, the Paying Agent shall give notice of the redemption of the Bonds at least 30 but not more than 60 days prior to the redemption date to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid. Such redemption notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount, as appropriate, of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such redemption notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date in the case of Bonds, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

As long as the Bonds are in book-entry-only form, the Paying Agent will send any notices of prepayment or any other notices to Owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the prepayment of the Bonds called for prepayment or of any other action premised on such notice. See "APPENDIX E - Book-Entry-Only System."

Right to Rescind Notice of Redemption

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 Interest and Sinking Fund of the District held by the County or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of and 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.

Effect of Notice of Redemption

Notice having been given as required in the Resolution, and the moneys for redemption (including the interest to the applicable date of redemption) having been set aside for payment of the redemption price, 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, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable.

Transfer and Exchange

Any Bond may be exchanged for Bonds of like tenor, series, maturity and principal amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of such Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Defeasance

If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways: (a) by well and truly paying or causing to be paid the principal of and interest on all Bonds Outstanding, as and when the same become due and payable; (b) by depositing with the Paying Agent, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Interest and Sinking Fund plus the interest to accrue thereon without the need for further investment, is fully sufficient to pay all Bonds Outstanding at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or (c) by depositing with the Paying Agent or an institution to act as escrow agent selected by the District and which meets the requirements of serving as Paying Agent pursuant to the Resolution, in trust, lawful money or noncallable direct obligations issued of the United States of America (including State and Local Government Series Obligations) or other noncallable obligations which are unconditionally guaranteed by a pledge of the full faith and credit of the United States of America in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay and discharge all Bonds Outstanding at or before their respective maturity dates, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; then all obligations of the District and the Paying Agent under the Resolution with respect to such Outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of the Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under the Resolution.

Continuing Disclosure Agreement

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the District will enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") in the form of APPENDIX D hereto, on or prior to the issuance and delivery of the Bonds in which the District will undertake, for the benefit of the Beneficial Owners of the Bonds, to provide certain information as set forth therein. See "CONTINUING DISCLOSURE" and "APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT" herein.

SOURCES AND USES OF FUNDS

The proceeds of the Bonds are expected to be applied as follows:

Sources of Funds

Principal Amount of Bonds
Net Original Issue Premium
Total Sources

Uses of Funds

Building Fund
Interest and Sinking Fund
Costs of Issuance[(1)]
Total Uses

[(1)] Payment of the costs of issuance of the Bonds, including Underwriter's discount, Bond and Disclosure Counsel fees, financial advisory fees, rating agency fees and other costs of issuance.

The net proceeds from the sale of the Bonds (other than premium) shall be paid to the County to the credit of Cabrillo Unified School District Building Fund (the "Building Fund") established pursuant to the Resolution and shall be disbursed for the payment of the costs of acquiring and constructing the Projects (as described below). Any premium or accrued interest received by the District from the sale of the Bonds will be deposited in the Interest and Sinking Fund. Earnings on the investment of moneys in either the Building Fund or the Interest and Sinking Fund will be retained in the respective fund and used only for the purposes to which the respective fund may lawfully be applied. Moneys in the Interest and Sinking Fund may only be applied to make payments of principal of and interest, and premium, if any, on bonds of the District. All funds held in the Building Fund and the Interest and Sinking Fund will be invested by the San Mateo County Treasurer in accordance with the investment policy of the County. See "THE SAN MATEO COUNTY POOLED INVESTMENT FUND" herein for more information regarding the County's investment policy.

ANNUAL DEBT SERVICE SCHEDULES

The first of the following two tables summarizes the annual principal and interest payments on the Bonds. The second table shows the annual debt service payments on all of the District's outstanding general obligation bonds, comprising its $34,996,263.25 1996 General Obligation Bonds, Series A (the "1996 Bonds"), $18,000,000 General Obligation Bonds Election of 2012, Series A (the "Series A Bonds"), $20,000,000 General Obligation Bonds, 2012 Election, Series B (the "Series B Bonds"); $20,000,000 General Obligation Bonds, 2012 Election, Series C (the "Series C Bonds"), $4,610,000 2017 General Obligation Refunding Bonds (the "2017 Refunding Bonds") and the Bonds (assuming no optional redemptions):

CABRILLO UNIFIED SCHOOL DISTRICT
Debt Service Schedule
The Bonds

Bond Year Ending August 1	Principal	Interest	Total Debt Service
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
Total			

CABRILLO UNIFIED SCHOOL DISTRICT
Debt Service Schedule
All General Obligation Bonds

Bond Year Ending (August 1)	1996 Bonds	Series A Bonds	Series B Bonds	Series C Bonds	2017 Refunding Bonds	The Bonds	Total
2019	$4,990,000.00	$849,500.00	$743,618.76	$787,931.26	$226,300.00		$7,597,350.02
2020	5,275,000.00	869,500.00	767,618.76	766,931.26	225,900.00		7,904,950.02
2021	5,580,000.00	887,900.00	790,368.76	766,931.26	225,300.00		8,250,500.02
2022	--	905,500.00	822,368.76	766,931.26	224,700.00		2,719,500.02
2023	--	267,650.00	855,618.76	766,931.26	834,100.00		2,724,300.02
2024	--	267,650.00	891,868.76	766,931.26	848,900.00		2,775,350.02
2025	--	267,650.00	910,868.76	766,931.26	867,100.00		2,812,550.02
2026	--	267,650.00	948,368.76	766,931.26	888,500.00		2,871,450.02
2027	--	267,650.00	988,368.76	766,931.26	905,250.00		2,928,200.02
2028	--	267,650.00	1,015,618.76	766,931.26	929,250.00		2,979,450.02
2029	--	922,650.00	1,060,618.76	941,931.26	--		2,925,200.02
2030	--	938,000.00	1,091,668.76	978,181.26	--		3,007,850.02
2031	--	946,437.50	1,136,368.76	1,012,181.26	--		3,094,987.52
2032	--	958,937.50	1,174,268.76	1,043,931.26	--		3,177,137.52
2033	--	979,400.00	1,220,518.76	1,081,531.26	--		3,281,450.02
2034	--	992,400.00	1,264,818.76	1,122,131.26	--		3,379,350.02
2035	--	1,008,600.00	1,306,225.00	1,165,531.26	--		3,480,356.26
2036	--	1,022,800.00	1,355,600.00	1,206,531.26	--		3,584,931.26
2037	--	1,040,000.00	1,399,800.00	1,250,131.26	--		3,689,931.26
2038	--	--	1,450,800.00	1,724,881.26	--		3,175,681.26
2039	--	--	1,503,200.00	1,792,925.00	--		3,296,125.00
2040	--	--	1,556,800.00	1,860,925.00	--		3,417,725.00
2041	--	--	1,611,400.00	1,935,075.00	--		3,546,475.00
2042	--	--	1,666,800.00	2,010,025.00	--		3,676,825.00
2043	--	--	1,727,800.00	2,085,600.00	--		3,813,400.00
2044	--	--	1,794,000.00	2,163,200.00	--		3,957,200.00
2045	--	--	--	3,390,000.00	--		3,390,000.00
2046	--	--	--	3,504,800.00	--		3,504,800.00
Total	$15,845,000.00	$13,927,525.00	$31,055,375.16	$37,959,825.20	$6,175,300.00		$104,963,025.36

SECURITY FOR THE BONDS

General

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County of San Mateo has the power and is obligated to levy and collect *ad valorem* taxes upon all property within the District subject to taxation by the County, without limitation as to rate or amount (except certain personal property which is taxable at limited rates) for payment of both principal of and interest on the Bonds. See "TAX BASE FOR REPAYMENT OF THE BONDS" herein. The District received authorization to issue $99,000,000 principal amount of general obligation bonds pursuant to an election of the qualified electors within the District on June 5, 2018. Subsequent to the issuance of the Bonds, $64,000,000* aggregate principal amount of general obligation bonds will remain for issuance under the Authorization.

Property Taxation System

Property tax revenues result from the application of the appropriate tax rate to the total assessed value of taxable property in the District. School districts receive property taxes for payment of voter-approved bonds as well as for general operating purposes.

Local property taxation is the responsibility of various county officers. School districts whose boundaries extend into more than one county are treated for property tax purposes as separate jurisdictions in each county in which they are located. For each school district located in a county, the county assessor computes the value of locally assessed taxable property. Based on the assessed value of property and the scheduled debt service on outstanding bonds in each year, the county auditor-controller computes the rate of tax necessary to pay such debt service, and presents the tax rolls (including rates of tax for all taxing jurisdictions in the county) to the county board of supervisors for approval. The county treasurer and tax collector prepares and mails tax bills to taxpayers and collects the taxes. In addition, the treasurer and tax collector, as *ex officio* treasurer of each school district located in the county, holds school district funds, including taxes collected for payment of school bonds, and is charged with payment of principal and interest on the bonds when due.

Restrictions on use of *Ad Valorem* Taxes and Statutory Lien on Debt Service – Senate Bill 222

Under State law, school districts may levy *ad valorem* taxes (in addition to their share of the 1% county tax to pay operating expenses) only to pay principal of and interest on general obligation bonds that, like the Bonds, are approved at an election to finance specified projects or are bonds issued to refund such general obligation bonds. Moreover, State law provides that the *ad valorem* taxes may be levied to pay the principal of and interest on bonds and for no other purpose. Consequently, under State law, the District is not authorized to divert revenue from *ad valorem* taxes levied to pay the Bonds to a purpose other than payment of the Bonds.

Pursuant to Section 53515 of the State Government Code, effective January 1, 2016 and added by California Senate Bill 222 (2015), the Bonds will be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof. The lien automatically attaches, without further action or authorization by the Board, and is valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the *ad valorem* property tax will be immediately subject to the lien, and such lien will be enforceable against the District, its successor, transferees and creditors, and all other parties asserting rights therein,

* Preliminary; subject to change.

irrespective of whether such parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

Pledge of Tax Revenues

Under the Resolution, the District has pledged, as security for the Bonds and the interest thereon, the proceeds from the levy of the *ad valorem* tax which the County levies and receives and all interest earnings thereon (the "Pledged Moneys"). The Pledged Moneys shall be used to pay the principal of, premium, if any, and interest on the Bonds when and as the same shall become due and payable.

The Bonds are the general obligations of the District and do not constitute an obligation of the County except as provided in the Resolution. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds or the interest thereon. Other than the Pledged Moneys, no funds or accounts of the District are pledged to payment of the Bonds.

THE PROJECTS

The District intends to apply the net proceeds of the Bonds to finance the acquisition, construction, furnishing and equipping of District facilities in accordance with the bond proposition approved at the Election which includes the ballot measure and a project list.

The "Smaller Classes, Safer Schools, and Financial Accountability Act," a Constitutional amendment known as Proposition 39, controls the method by which the District will expend Bond proceeds on its capital improvements. Prior to the Election, the District prepared and submitted to the Board for approval a master list of capital improvement projects to be built, acquired, constructed or installed with the proceeds of the Bonds, which was then submitted to the voters at the Election (the "Project List"). The District will prioritize and may not undertake to complete all components of the Project List.

TAX BASE FOR REPAYMENT OF THE BONDS

Ad Valorem Property Taxation

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. However, upon a change in ownership of property or completion of new construction, State law permits an accelerated recognition and taxation of increases in real property assessed valuation (known as a "floating lien date"). For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing property secured by a lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

The County levies a 1% property tax on behalf of all taxing agencies in the County. The taxes collected are allocated on the basis of a formula established by State law enacted in 1979. Under this formula, the County and all other taxing entities within the County receives a base year allocation plus an allocation on the basis of "situs" growth in assessed value (new construction, change of ownership, inflation) prorated among the jurisdictions which serve the tax rate areas within which the growth occurs. Tax rate areas are specifically defined geographic areas which were developed to permit the levying of taxes for less than county-wide or less than city-wide special and school districts. In addition, the County levies and collects additional approved property taxes and assessments on behalf of any taxing agency within the County.

Property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll secured by the assessee's fee ownership of land with respect to which taxes are delinquent is declared tax-defaulted on or about June 30. Those properties on the secured roll that become tax-defaulted on June 30 of the fiscal year that are not secured by the assessee's fee ownership of land are transferred to the unsecured roll and are then subject to the County Treasurer's enforcement procedures (*i.e.*, seizures of money and property, liens and judgments). Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a penalty of one and one-half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the tax-defaulted property is subject to sale by the County Treasurer.

Property taxes on the unsecured roll as of July 31 become delinquent, if unpaid, on August 31 and are subject to a 10% delinquency penalty. Unsecured property taxes remaining unpaid on October 31 are also subject to an additional penalty of one and one-half percent per month on the first day of each month thereafter. The additional penalties shall continue to attach until the time of payment or until the time a court judgment is entered for the amount of unpaid taxes and penalties, whichever occurs first.

The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the respective County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for recordation in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements, bank accounts or possessory interests belonging or assessed to the taxpayer.

Assessed Valuations

The assessed valuation of property in the District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the full value of the property, as defined in Article XIIIA of the California Constitution. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS" herein.

A State-reimbursed exemption currently provides a credit of $7,000 of the full value of an owner-occupied dwelling for which application has been made to the County Assessor. The revenue estimated to be lost to local taxing agencies due to the exemption is reimbursed from State sources. Reimbursement is based upon total taxes due upon such exempt value and is not reduced by any amount for estimated or actual delinquencies.

In addition, certain classes of property such as churches, colleges, not-for-profit hospitals and charitable institutions are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

The following table presents the historical assessed valuation in the District for the last fifteen fiscal years including the annual percent change. The District's total assessed valuation was $6,354,257,831 in fiscal year 2017-18.

CABRILLO UNIFIED SCHOOL DISTRICT
Assessed Valuation
Fiscal Year 2003-04 through Fiscal Year 2017-18

	Local Secured	Utility	Unsecured	Total	% Change
2003-04	$3,368,230,757	$162,493	$60,300,589	$3,428,693,839	8.9%
2004-05	3,604,284,834	162,493	57,941,453	3,662,388,780	6.8
2005-06	3,974,264,997	188,922	58,069,829	4,032,523,748	10.1
2006-07	4,323,627,030	188,919	63,282,397	4,387,099,346	8.8
2007-08	4,578,075,065	187,500	81,469,568	4,659,723,133	6.2
2008-09	4,850,935,566	187,500	70,312,903	4,921,435,969	5.6
2009-10	4,878,990,818	187,500	81,230,226	4,960,408,544	0.8
2010-11	4,861,921,536	187,500	73,983,765	4,936,092,801	-0.5
2011-12	4,931,615,881	150,000	89,651,741	5,021,417,622	1.7
2012-13	5,016,918,165	150,000	83,256,937	5,100,325,102	1.6
2013-14	5,101,792,900	150,000	88,078,938	5,190,021,838	1.8
2014-15	5,321,384,492	150,000	90,250,928	5,411,785,420	4.3
2015-16	5,676,276,844	105,000	100,619,426	5,777,001,270	6.7
2016-17	5,924,728,011	105,000	96,505,742	6,021,338,753	4.2
2017-18	6,255,870,534	105,000	98,282,297	6,354,257,831	5.5

Source: California Municipal Statistics, Inc.

Appeals and Adjustments of Assessed Valuations

Pursuant to California Proposition 8 of November 1978 ("Proposition 8"), property owners may apply for a reduction of their property tax assessment by filing a written application, in a form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. County assessors may independently reduce assessed values as well based upon the factors described in the paragraph above or reductions in the fair market value of the taxable property. In most cases, an appeal is filed because the applicant believes that present market conditions (such as lower residential home sale prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIIIA. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIIIA of the California Constitution."

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

County assessors, at their discretion, may also, from time to time, review certain property types purchased between specific time periods and may proactively, temporarily reduce the assessed value of qualifying properties to Proposition 8 assessed values without owner appeal therefor.

A property that has been reassessed under Proposition 8, whether pursuant to owner appeal or due to county assessor review, is subsequently reviewed annually to determine its lien date value. Assuming no change in ownership or new construction, and if and as market conditions improve, the assessed value of a property with a Proposition 8 assessed value in place may increase as of each property tax lien date by more than the standard annual inflationary factor growth rate allowed under Article XIIIA (currently, a 2% annual maximum) until such assessed value again equals the Article XIIIA base year value for such property as adjusted for inflation and years of ownership, at which point such property is again taxed pursuant to Article XIIIA and base year values may not be increased by more than the standard Article XIIIA annual inflationary factor growth rate. A change in ownership while a property is subject to a Proposition 8 reassessment assessed valuation will cause such assessed valuation to become fixed as a new Article XIIIA base year value for such property. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIIIA of the California Constitution" herein.

No assurance can be given that property tax appeals and reassessments in the future will not significantly reduce the assessed valuation of property within the District.

Other Factors Affecting Property Values

Economic and other factors beyond the District's control, such as general market decline in property values, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, fire, flood, drought or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rate levied by the County to pay the debt service on the Bonds. See "SECURITY FOR THE BONDS" and "DISTRICT FINANCIAL INFORMATION – State Budget Measures – *Recent California Drought Conditions and Wildfires*."

The table below presents the 2017-18 assessed valuation within the District by jurisdiction.

CABRILLO UNIFIED SCHOOL DISTRICT
2017-18 Assessed Valuation by Jurisdiction

Jurisdiction:	Assessed Valuation in School District	% of School District	Assessed Valuation of Jurisdiction	% of Jurisdiction in School District
City of Half Moon Bay	$2,909,319,362	45.79%	$2,909,319,362	100.00%
Unincorporated San Mateo County	3,444,938,469	54.21	$20,527,478,767	16.78%
Total District	$6,354,257,831	100.00%		
San Mateo County	$6,354,257,831	100.00%	$206,921,709,423	3.07%

Source: California Municipal Statistics, Inc.

The following table presents the distribution of single family homes within the District among various assessed valuation ranges, as well as the average and median assessed valuation of single family homes, for fiscal year 2017-18.

CABRILLO UNIFIED SCHOOL DISTRICT
2017-18 Assessed Valuation of Single Family Homes

	No. of Parcels	2017-18 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single Family Residential	7,249	$4,862,661,906	$670,805	$609,319

2017-18 Assessed Valuation	No. of Parcels[(1)]	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
$0 - $99,999	473	6.525%	6.525%	$ 35,441,892	0.729%	0.729%
$100,000 - $199,999	570	7.863	14.388	82,123,462	1.689	2.418
$200,000 - $299,999	558	7.698	22.086	139,604,967	2.871	5.289
$300,000 - $399,999	620	8.553	30.639	217,692,523	4.477	9.765
$400,000 - $499,999	675	9.312	39.950	303,757,928	6.247	16.012
$500,000 - $599,999	655	9.036	48.986	360,196,476	7.407	23.420
$600,000 - $699,999	629	8.677	57.663	407,631,983	8.383	31.803
$700,000 - $799,999	680	9.381	67.044	509,150,134	10.471	42.273
$800,000 - $899,999	617	8.512	75.555	522,481,540	10.745	53.018
$900,000 - $999,999	435	6.001	81.556	411,581,973	8.464	61.482
$1,000,000 - $1,099,999	315	4.345	85.902	328,971,118	6.765	68.247
$1,100,000 - $1,199,999	237	3.269	89.171	271,979,867	5.593	73.840
$1,200,000 - $1,299,999	181	2.497	91.668	225,517,382	4.638	78.478
$1,300,000 - $1,399,999	122	1.683	93.351	164,042,639	3.374	81.852
$1,400,000 - $1,499,999	109	1.504	94.854	157,898,871	3.247	85.099
$1,500,000 - $1,599,999	98	1.352	96.206	151,213,924	3.110	88.209
$1,600,000 - $1,699,999	63	0.869	97.075	103,386,076	2.126	90.335
$1,700,000 - $1,799,999	34	0.469	97.544	59,143,858	1.216	91.551
$1,800,000 - $1,899,999	35	0.483	98.027	64,684,880	1.330	92.881
$1,900,000 - $1,999,999	31	0.428	98.455	60,264,776	1.239	94.121
$2,000,000 and greater	112	1.545	100.000	285,895,637	5.879	100.000
Total	7,249	100.000%		$4,862,661,906	100.000%	

(1) Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

The table below presents the 2017-18 assessed valuation within the District by land use.

CABRILLO UNIFIED SCHOOL DISTRICT
2017-18 Assessed Valuation and Parcels by Land Use

Non-Residential:	2017-18 Assessed Valuation[(1)]	% of Total	No. of Parcels	% of Total
Agricultural/Rural	$248,556,372	3.97%	701	5.18%
Commercial/Office	231,337,207	3.70	229	1.69
Industrial	56,903,536	0.91	102	0.75
Recreational	45,173,220	0.72	33	0.24
Government/Social/Institutional	33,356,134	0.53	53	0.39
Miscellaneous	9,119,620	0.15	309	2.28
Subtotal Non-Residential	$624,446,089	9.98%	1,427	10.54%
Residential:				
Single Family Residence	$4,862,661,906	77.73%	7,249	53.54%
Condominium/Townhouse	119,283,987	1.91	272	2.01
Mobile Home	12,494,088	0.20	422	3.12
Mobile Home Park	11,109,805	0.18	11	0.08
Hotel/Motel	239,997,719	3.84	74	0.55
2-4 Residential Units	158,197,231	2.53	272	2.01
5+ Residential Units/Apartments	50,583,026	0.81	27	0.20
Subtotal Residential	$5,454,327,762	87.19%	8,327	61.50%
Vacant Parcels	$177,096,683	2.83%	3,785	27.96%
Total	$6,255,870,534	100.00%	13,539	100.00%

(1) Local secured assessed valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

The table below presents the 2017-18 largest local secured taxpayers within the District.

CABRILLO UNIFIED SCHOOL DISTRICT
Largest 2017-18 Local Secured Taxpayers

	Property Owner	Primary Land Use	2017-18 Assessed Valuation	% of Total[(1)]
1.	SHC Half Moon Bay LLC	Hotel	$146,205,488	2.34%
2.	Ocean Colony Partners LP	Golf Course	46,161,823	0.74
3.	Keet Nerhan	Hotel	28,608,286	0.46
4.	Point Pillar Project Developer	Hotel	28,058,106	0.45
5.	Moonridge Associates	Apartments	18,512,998	0.30
6.	Lifemark Group Inc.	Cemetery	18,237,965	0.29
7.	Regency Centers LP	Shopping Center	15,423,559	0.25
8.	Saguaro National Insurance Co.	Undeveloped	14,230,376	0.23
9.	IWF Half Moon Bay LLC	Hotel	10,487,921	0.17
10.	M. Keith Waddell Trust	Agricultural	10,042,123	0.16
11.	Skymoon Ranch LLC	Agricultural	9,693,890	0.15
12.	Half Moon Bay Edenbridge LP	Undeveloped	9,500,000	0.15
13.	Todd E. Gelfand Trust	Residence	9,392,357	0.15
14.	Browning-Ferris Industries Inc.	Agricultural	9,252,744	0.15
15.	Skyline Real Estate LLC	Commercial	8,965,786	0.14
16.	Longs Drug Store Inc.	Shopping Center	8,523,766	0.14
17.	Bay City Flower Co.	Agricultural	7,748,007	0.12
18.	Castro Partners LLC	Office Building	7,585,437	0.12
19.	Professional Peninsula Properties LLC	Office Building	7,184,545	0.11
20.	Liquid Sky Properties One LP	Restaurant	7,012,417	0.11
			$420,827,594	6.73%

(1) 2017-18 local secured assessed valuation: $6,255,870,534.
Source: California Municipal Statistics, Inc.

The top 20 taxpayers (on the secured roll) for 2017-18 accounted for 6.73% of the total secured assessed value in the District which was $6,255,870,534. According to California Municipal Statistics, Inc., the largest secured taxpayer in the District for 2017-18 was SHC Half Moon Bay LLC, accounting for 2.34% of the total secured assessed value in the District. No other secured taxpayer accounted for more than 0.74% of the total secured assessed value in the District. The more property (by assessed value) owned by a single taxpayer, the more tax collections are exposed to weakness, if any, in such taxpayer's financial situation and ability or willingness to pay property taxes in a timely manner.

Tax Rates

The following table sets forth typical tax rates levied in Tax Rate Area (9-001) for fiscal years 2013-14 through 2017-18:

CABRILLO UNIFIED SCHOOL DISTRICT
Typical Total Tax Rates per $100 Assessed Valuation (TRA 87-076)

	2013-14	2014-15	2015-16	2016-17	2017-18
General	$1.0000	$1.0000	$1.0000	$1.0000	$1.000
Montara Sanitation District	.1168	.1130	.0979	.0923	.0851
Cabrillo Unified School District	.0719	.0704	0.726	.0832	.0751
San Mateo Community College District	.0194	.0190	.0250	.0247	.0235
Total	$1.2081	$1.2024	$1.1955	$1.2002	$1.1837

(1) 2017-18 assessed valuation of TRA 87-076 is $1,164,421,322.
Source: California Municipal Statistics, Inc.

The Teeter Plan

The Board of Supervisors of the County approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan for the County, the County apportions secured property taxes on an accrual basis when due (irrespective of actual collections) to its local political subdivisions, including the District, for which the County acts as the tax-levying or tax-collecting agency.

The Teeter Plan for the County is applicable to all tax levies for which the County acts as the tax-levying or tax-collecting agency, or for which the County Treasury is the legal depository of tax collections.

Under the Teeter Plan, the District will receive 100% of its *ad valorem* property tax levied on the secured roll with respect to the Bonds irrespective of actual delinquencies in the collection of property taxes by the County.

The Teeter Plan of the County is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors of the County receives a petition for its discontinuance joined in by a resolution adopted by at least two-thirds of the participating revenue districts in the County. In the event the Board of Supervisors of the County orders discontinuance of its Teeter Plan, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the County acts as the tax-levying or tax-collecting agency. In addition, if the delinquency rate for all *ad valorem* property taxes levied within the District exceeds 3%, the Board of Supervisors can terminate the Teeter Plan with respect to the District. In the event that the Teeter Plan were terminated with regard to the secured tax roll, the amount of the levy of *ad valorem* property taxes would depend upon the collection of *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District.

The District is not aware of any petitions for the discontinuance of the Teeter Plan now pending in the County.

The following table shows secured tax charges and delinquencies for taxes collected by the County on all property within the District's boundaries for fiscal years 2012-13 through 2016-17 with respect to the tax levy for debt service on general obligation bonds.

CABRILLO UNIFIED SCHOOL DISTRICT
Secured Tax Charges and Delinquency Rates
Fiscal Years 2012-13 through 2016-17

	Secured Tax Charge[1]	Amt. Delinquent June 30	% Delinquent June 30
2012-13	$3,567,438.80	$50,092.26	1.40%
2013-14	3,635,071.29	54,426.70	1.50
2014-15	3,713,731.36	37,901.69	1.02
2015-16	4,081,520.70	50,673.07	1.24
2016-17	4,896,027.38	55,505.69	1.13

[1] Debt service levy only.
[2] The County Board of Supervisors can terminate the Teeter Plan with respect to the District if the delinquency rate for *ad valorem* property taxes within the District in any year exceeds 3%.
Source: California Municipal Statistics, Inc.

Direct and Overlapping Debt

Numerous local agencies which provide public services overlap the District's service area. These local agencies have outstanding debt in the form of general obligation, lease revenue and special assessment bonds. The following table shows the District's estimated direct and overlapping bonded debt. The statement excludes self-supporting revenue bonds, tax allocation bonds and non-bonded capital lease obligations. The District has not reviewed this table and there can be no assurance as to the accuracy of the information contained in the table; inquiries concerning the scope and methodology of procedures carried out to compile the information presented should be directed to California Municipal Statistics, Inc.

The following table is a statement of the District's direct and estimated overlapping bonded debt as of September 1, 2018:

CABRILLO UNIFIED SCHOOL DISTRICT
DIRECT AND OVERLAPPING BONDED INDEBTEDNESS

2017-18 Assessed Valuation: $6,354,257,831

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 9/1/18	
San Mateo Community College District	3.071%	$16,680,599	
Cabrillo Unified School District	**100.000**	**55,951,304**	(1)
Montara Sanitary District	100.000	9,290,000	
Midpeninsula Regional Open Space District	0.104	96,158	
Granada Sanitary District 1915 Act Bonds	100.000	2,280,000	
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$84,298,061	
OVERLAPPING GENERAL FUND DEBT:			
San Mateo County General Fund Obligations	3.071%	$10,756,956	
San Mateo County Board of Education Certificates of Participation	3.071	268,559	
City of Half Moon Bay Judgment Obligation Bonds	100.000	10,915,000	
Midpeninsula Regional Open Space District Certificates of Participation	0.104	122,149	
TOTAL OVERLAPPING GENERAL FUND DEBT		$22,062,664	
COMBINED TOTAL DEBT		$106,360,725	(2)

(1) Excludes the Bonds to be sold.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2017-18 Assessed Valuation:

Direct Debt ($55,951,304)	**0.88%**
Total Direct and Overlapping Tax and Assessment Debt	1.33%
Combined Total Debt	1.67%

Source: California Municipal Statistics, Inc.

DISTRICT FINANCIAL INFORMATION

The information in this section concerning the operations of the District and the District's finances is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem tax approved by the voters pursuant to all applicable laws and Constitutional requirements, and required to be levied by the County on all property within the District in an amount sufficient for the timely payment of principal of and interest on the Bonds. See "SECURITY FOR THE BONDS" and "TAX BASE FOR REPAYMENT OF THE BONDS" herein.

State Funding of Education

On June 27, 2013, the State adopted a new method for funding school districts commonly known as the "Local Control Funding Formula." The Local Control Funding Formula ("LCFF") was initially implemented in fiscal year 2013-14 and has subsequently been implemented in stages with full implementation expected in fiscal year 2020-21. Prior to adoption of the LCFF, the State used a revenue limit system described below.

Local Control Funding Formula. State Assembly Bill 97 (Stats. 2013, Chapter 47) ("AB 97"), enacted as a part of the 2013-14 State Budget (defined below), enacted the LCFF beginning in fiscal year

2013-14, which replaced the revenue limit funding system and many categorical programs. See "-Revenue Limit Funding System" below. The LCFF distributes resources to schools through a guaranteed base revenue limit funding grant (the "Base Grant") per unit of ADA. The average Base Grant is $7,643 per unit of ADA, which is $2,375 more than the average revenue limit. Additional supplemental funding is made available based on the proportion of English language learners, low-income students and foster youth. The LCFF replaces the existing revenue limit funding system and many categorical programs. The District expects revenues to increase as a result of the implementation of the LCFF.

The primary component of AB 97, as amended by SB 91, is the implementation of the LCFF, which replaces the revenue limit funding system for determining State apportionments, as well as the majority of categorical program funding. State allocations will be provided on the basis of target base funding grants per unit of ADA (a "Base Grant") assigned to each of four grade spans. Full implementation of the LCFF is expected to occur over a period of several fiscal years. Beginning in fiscal year 2013-14, an annual transition adjustment is required to be calculated for each school district, equal to such district's proportionate share of appropriations included in the State budget to close the gap between the prior-year funding level and the target allocation following full implementation of the LCFF. In each year, school districts will have the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap.

The initial Base Grants per unit of ADA for each grade span were as follows: (i) $6,845 for grades K-3; (ii) $6,947 for grades 4-6; (iii) $7,154 for grades 7-8; and (iv) $8,289 for grades 9-12. Beginning in fiscal year 2013-14, and in each subsequent year, the Base Grants are to be adjusted for cost-of-living increases by applying the implicit price deflator for government goods and services. Following full implementation of the LCFF, the provision of COLAs will be subject to appropriation for such adjustment in the annual State budget. The differences among Base Grants are linked to differentials in statewide average revenue limit rates by district type, and are intended to recognize the generally higher costs of education at higher grade levels.

The Base Grants for grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Following full implementation of the LCFF, and unless otherwise collectively bargained for, school districts serving students in grades K-3 must maintain an average class enrollment of 24 or fewer students in grades K-3 at each school site in order to continue receiving the adjustment to the K-3 Base Grant. Such school districts must also make progress towards this class size reduction goal in proportion to the growth in their funding over the implementation period. Additional add-ons are also provided to school districts that received categorical block grant funding pursuant to the Targeted Instructional Improvement and Home-to-School Transportation programs during fiscal year 2012-13.

School districts that serve students of limited English proficiency ("EL" students), students from low income families that are eligible for free or reduced priced meals ("LI" students) and foster youth are eligible to receive additional funding grants. Enrollment counts are unduplicated, such that students may not be counted as both EL and LI (foster youth automatically meet the eligibility requirements for free or reduced priced meals and are not discussed separately herein). A supplemental grant add-on (each, a "Supplemental Grant") is authorized for school districts that serve EL/LI students, equal to 20% of the applicable Base Grant multiplied by such districts' percentage of unduplicated EL/LI student enrollment. School districts whose EL/LI populations exceed 55% of their total enrollment are eligible for a concentration grant add-on (each, a "Concentration Grant") equal to 50% of the applicable Base Grant multiplied by the percentage of such district's unduplicated EL/LI student enrollment in excess of the 55% threshold.

The following table sets forth the ADA and enrollment for fiscal years 2008-09 through 2017-18.

ADA AND ENROLLMENT
Fiscal Years 2008-09 through 2017-18
Cabrillo Unified School District

Fiscal Year	ADA	Enrollment
2008-09	3,393	3,393
2009-10	3,385	3,385
2010-11	3,352	3,352
2011-12	3,317	3,317
2012-13	3,324	3,324
2013-14	3,357	3,357
2014-15	3,373	3,373
2015-16	3,334	3,334
2016-17	3,279	3,279
2017-18	3,207	3,207

Source: The District.

The following table sets forth the ADA by grade span, enrollment and the percentage of EL/LI enrollment for fiscal year 2016-17 and 2017-18 with projections for fiscal years 2018-19 through 2020-21.

ADA, ENROLLMENT AND ENGLISH LANGUAGE/LOW INCOME ENROLLMENT
Fiscal Years 2016-17 through 2020-21
Cabrillo Unified School District

	ADA				Enrollment	
Fiscal Year	TK-3	4-6	7-8	9-12	Total Enrollment	% of EL/LI Enrollment
2016-17	916	731	504	1,001	3,279	45%
2017-18	877	700	510	1,000	3,207	45
2018-19[1]	843	691	510	995	3,157	45
2019-20[1]	843	691	510	995	3,157	45
2020-21[1]	843	691	510	995	3,157	45

[1] Budgeted..
Source: The District.

For certain school districts that would have received greater funding levels under the prior revenue limit system, the LCFF provides for a permanent economic recovery target ("ERT") add-on, equal to the difference between the revenue limit allocations such districts would have received under the prior system in fiscal year 2020-21, and the target LCFF allocations owed to such districts in the same year. To derive the projected funding levels, the LCFF assumes the discontinuance of deficit revenue limit funding, implementation of a 1.94% COLA in fiscal years 2014-15 through 2020-21, and restoration of categorical funding to pre-recession levels. The ERT add-on will be paid incrementally over the implementing period of the LCFF. The District does not qualify for the ERT add-on.

The sum of a school district's adjusted Base, Supplemental and Concentration Grants will be multiplied by such district's P-2 ADA for the current or prior year, whichever is greater (with certain

adjustments applicable to small school districts). This funding amount, together with any applicable ERT or categorical block grant add-ons, will yield a district's total LCFF allocation. Generally, the amount of annual State apportionments received by a school district will amount to the difference between such total LCFF allocation and such district's share of applicable local property taxes. Most school districts receive a significant portion of their funding from such State apportionments. As a result, decreases in State revenues may significantly affect appropriations made by the Legislature to school districts.

Certain schools districts, known as "basic aid" districts, have allocable local property tax collections that equal or exceed such districts' total LCFF allocation, and result in the receipt of no State apportionment aid. Basic aid school districts receive only special categorical funding, which is deemed to satisfy the "basic aid" requirement of $120 per student per year guaranteed by Article IX, Section 6 of the State Constitution. The implication for basic aid districts is that the legislatively determined allocations to school districts, and other politically determined factors, are less significant in determining their primary funding sources. Rather, property tax growth and the local economy are the primary determinants.

Basic Aid District in Prior Fiscal Years From fiscal year 2008-09 through fiscal year 2012-13, the District's local property taxes exceeded the State's calculated revenue limit for the District, resulting in the District being treated as a "Basic Aid" district, meaning that the District did not receive a revenue limit entitlement from the State, but was funded from local property taxes. During normal financial circumstances a school district would have to "grow" into basic aid status due to increases in property tax values exceeding the district's statutory revenue limit calculation. However, for the District (and many other districts in California), from 2008-09 through 2013-14, the State's severe deficit to revenue limit income caused the District to "fall" into basic aid status. Likewise, under normal circumstances, a Basic Aid district would be able to retain property tax revenues in excess of its statutory revenue limit calculation, but due to the State's budget difficulties, commencing in fiscal year 2009-10, Basic Aid districts, including the District, had to forfeit their "fair share" of certain State-funded categorical funds, being $250 per ADA, provided that such reduction could not take the Basic Aid district below its revenue limit entitlement. The result was that some of the excess local property taxes which exceeded a district's revenue limit had to be redirected to the State, and in the case of the District, the District was not able to retain any of its local property tax revenues above the revenue limit from 2009-10 through 2013-14.

Due to the adoption by the State of a new education funding model, the LCFF, funding beginning in fiscal year 2013-14 was based on different factors than in prior fiscal years. With the implementation of the LCFF, as of 2014-15, the District's local property tax revenues no longer exceed its State funding entitlement and it is no longer a Basic Aid District. See "-State Funding of Education - *Local Control Funding Formula*" above for more information about the LCFF.

Accountability. The State Board of Education has promulgated regulations regarding the expenditure of supplemental and concentration funding, including a requirement that school districts increase or improve services for EL/LI students in proportion to the increase in funds apportioned to such district on the basis of the number and concentration of such EL/LI students, as well as the conditions under which school districts can use supplemental or concentration funding on a school-wide or district-wide basis.

School districts are also required to adopt local control and accountability plans ("LCAPs") disclosing annual goals for all students, as well as certain numerically significant student subgroups, to be achieved in eight areas of State priority identified by the LCFF. LCAPs may also specify additional local priorities. LCAPs must specify the actions to be taken to achieve each goal, including actions to correct identified deficiencies with regard to areas of State priority. LCAPs are required to be adopted every three years, beginning in fiscal year 2014-15, and updated annually thereafter. The State Board of Education has developed and adopted a template LCAP for use by school districts.

Support and Intervention. AB 97, as amended by SB 91, establishes a new system of support and intervention to assist school districts meet the performance expectations outlined in their respective LCAPs. School districts must adopt their LCAPs (or annual updates thereto) in tandem with their annual operating budgets, and not later than five days thereafter submit such LCAPs or updates to their respective county superintendents of schools. On or before August 15 of each year, a county superintendent may seek clarification regarding the contents of a district's LCAP (or annual update thereto), and the district is required to respond to such a request within 15 days. Within 15 days of receiving such a response, the county superintendent can submit non-binding recommendations for amending the LCAP or annual update, and such recommendations must be considered by the respective school district at a public hearing within 15 days. A district's LCAP or annual update must be approved by the county superintendent by October 8 of each year if the superintendent determines that (i) the LCAP or annual update adheres to the State template, and (ii) the district's budgeted expenditures are sufficient to implement the actions and strategies outlined in the LCAP.

A school district is required to receive additional support if its respective LCAP or annual update thereto is not approved, if the district requests technical assistance from its respective county superintendent, or if the district does not improve student achievement across more than one State priority for one or more student subgroups. Such support can include a review of a district's strengths and weaknesses in the eight State priority areas, or the assignment of an academic expert to assist the district identify and implement programs designed to improve outcomes. Assistance may be provided by the California Collaborative for Educational Excellence, a state agency created by the LCFF and charged with assisting school districts achieve the goals set forth in their LCAPs. The State Board of Education has developed rubrics to assess school district performance and the need for support and intervention.

The State Superintendent of Public Instruction (the "State Superintendent") is further authorized, with the approval of the State Board of Education, to intervene in the management of persistently underperforming school districts. The State Superintendent may intervene directly or assign an academic trustee to act on his or her behalf. In so doing, the State Superintendent is authorized to (i) modify a district's LCAP, (ii) impose budget revisions designed to improve student outcomes, and (iii) stay or rescind actions of the local governing board that would prevent such district from improving student outcomes; provided, however, that the State Superintendent is not authorized to rescind an action required by a local collective bargaining agreement.

Revenue Limit Funding System. Prior to the implementation of the LCFF, annual State apportionments of basic and equalization aid to school districts for general purposes were computed up to a revenue limit (described below) per unit of ADA. Generally, such apportionments amounted to the difference between the District's revenue limit and the District's local property tax allocation. Revenue limit calculations were adjusted annually in accordance with a number of factors designed primarily to provide cost of living increases and to equalize revenues among all of the same type of California school districts (i.e., unified, high school or elementary). State law also provided for State support of specific school related programs, including summer school, adult education, deferred maintenance of facilities, pupil transportation, portable classrooms and other capital outlays and various categorical aids.

Revenue Sources

The District categorizes its general fund revenues into four sources:

CABRILLO UNIFIED SCHOOL DISTRICT
District Revenue Sources

	Percentage of Total District General Fund Revenues			
Revenue Source	2015-16	2016-17	2017-18[(1)]	2018-19[(2)]
LCFF sources	85.1%	77.0%	77.6%	79.7%
Federal revenues	4.6	3.7	4.4	3.8
Other State revenues	2.9	10.0	8.5	8.6
Other local revenues	7.4	9.3	9.6	7.8

(1) Based on 2017-18 Estimated Actual financial results.
(2) Based on the 2018-19 Adopted Budget.
Source: The District.

LCFF Sources. State funding under the LCFF consists of Base Grants and supplemental grants as described above. See "- State Funding of Education – Local Control Funding Formula" above.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under the Educational Consolidation and Improvement Act, and specialized programs such as All Students Succeed and Safe and Drug Free Schools.

Other State Revenues. The District receives some other State revenues. These other State revenues are primarily restricted revenues funding items such as the Special Education Master Plan, Economic Impact Aid, School Improvement Program, instructional materials, and various block grants.

The District receives State aid from the California State Lottery (the "Lottery"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instructional material.

Other Local Revenues. In addition to property taxes, the District receives additional local revenues from items such as interest earnings, interagency services and other local sources.

Parcel Taxes In June 2010, the community responded to the fiscal crisis imposed on the District by passing Measure E, an annual parcel tax of $150 for five years, and in June 2014, the voters within the District approved a continuation of Measure E which extends the an annual parcel tax for an additional five years through fiscal year 2019-20. Measure E revenues contribute approximately $1.7 million per year, thereby offsetting losses from State funding.

District Investments

The San Mateo County Treasurer-Tax Collector (the "County Treasurer") manages, in accordance with California Government Code Section 53600 *et seq.*, funds deposited with the County Treasurer by school and community college districts located in the County, various special districts, and some cities within the State of California. State law generally requires that all moneys of the County,

school and community college districts and certain special districts located in the County be held in the County's Treasury Pool.

The composition and value of investments under management in the Treasury Pool vary from time to time depending on cash flow needs of the County and public agencies invested in the pool, maturity or sale of investments, purchase of new securities, and due to fluctuations in interest rates generally. For further information about Pooled Investment Fund, see "THE SAN MATEO COUNTY POOLED INVESTMENT FUND".

Budget Procedures

State Budgeting Requirements. The District is required by provisions of the State Education Code to maintain a balanced budget each year, in which the sum of expenditures and the ending fund balance cannot exceed the sum of revenues and the carry-over fund balance from the previous year. The State Department of Education imposes a uniform budgeting and accounting format for school districts. The budget process for school districts was substantially amended by Assembly Bill 1200 ("AB 1200"), which became State law on October 14, 1991. Portions of AB 1200 are summarized below.

School districts must adopt a budget on or before July 1 of each year. The budget must be submitted to the county superintendent within five days of adoption or by July 1, whichever occurs first. In 2014, Assembly Bill 2585 was enacted, which repealed provisions authorizing schools districts to use a dual budget adoption cycle. Instead, all school districts must be on a single budget cycle. The single budget is only readopted if it is disapproved by the county office of education, or as needed. The District is on a single budget cycle and adopts its budget on or before July 1.

The county superintendent will examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, will determine if the budget allows the district to meet its current obligations and will determine if the budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments. On or before August 15, the county superintendent will approve, conditionally approve or disapprove the adopted budget for each school district. Budgets will be disapproved if they fail the above standards. The district board must be notified by August 15 of the county superintendent's recommendations for revision and reasons for the recommendations. The county superintendent may assign a fiscal advisor or appoint a committee to examine and comment on the superintendent's recommendations. The committee must report its findings no later than August 20. Any recommendations made by the county superintendent must be made available by the district for public inspection. No later than August 20, the county superintendent must notify the Superintendent of Public Instruction of all school districts whose budget has been disapproved.

For districts whose budgets have been disapproved, the district must revise and readopt its budget by September 8, reflecting changes in projected income and expense since July 1, including responding to the county superintendent's recommendations. The county superintendent must determine if the budget conforms with the standards and criteria applicable to final district budgets and not later than October 8, will approve or disapprove the revised budgets. If the budget is disapproved, the county superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1. Until a district's budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

Interim Financial Reports. Under the provisions of AB 1200, each school district is required to file interim certifications with the county office of education as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the

subsequent fiscal year. The county office of education reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that will be unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years.

The District has filed positive certifications for each reporting period in the last five years.

The table on the following page sets forth the budgets as compared to the audited actual results of the District for fiscal years 2014-15, 2015-16 and 2016-17 and the Adopted Budget and as compared to the Unaudited Actual financial results for fiscal year 2017-18 as well as the Adopted Budget for fiscal year 2018-19.

CABRILLO UNIFIED SCHOOL DISTRICT
General Fund Budgeting
Fiscal Years 2014-15 through 2018-19

	Adopted Budget 2014-15	Audited Actuals 2014-15	Adopted Budget 2015-16	Audited Actuals 2015-16	Adopted Budget 2016-17	Audited Actuals 2016-17	Adopted Budget 2017-18	Estimated Actuals 2017-18	Adopted Budget 2018-19
REVENUES									
LCFF Sources	$22,660,529	$24,111,560	$26,439,479	$26,654,406	$28,127,513	$27,552,856	$28,637,986	$28,555,293	$29,744,755
Federal	1,319,010	1,392,905	1,415,111	1,374,340	1,350,686	1,305,951	1,582,919	1,604,833	1,434,799
Other State	865,389	1,892,127	904,303	4,098,687	1,659,155	3,592,107	2,197,131	3,135,173	3,225,789
Other Local	2,941,245	3,313,922	2,311,920	3,700,290	2,816,879	3,319,650	2,979,810	3,526,146	2,923,566
Total Revenues	27,786,173	30,710,514	31,070,813	35,827,723	$33,954,233	35,770,564	35,397,846	36,821,445	37,328,909
EXPENDITURES									
Certificated Salaries	12,623,926	14,340,109	14,428,970	14,784,214	14,792,100	14,817,835	14,638,550	15,902,480	15,651,157
Classified Salaries	4,131,747	4,637,182	4,748,821	5,334,857	5,346,177	5,671,918	5,474,371	5,946,594	6,072,097
Employee Benefits	6,292,533	6,570,915	6,682,992	7,961,466	7,699,365	8,460,963	9,102,785	8,881,205	9,939,935
Books and Supplies	1,352,386	1,032,470	1,330,856	1,339,236	1,401,504	1,128,599	1,577,548	2,162,179	1,201,237
Services, Other Operating Expenses	3,233,557	3,459,082	591,193	3,995,041	4,974,301	4,093,8890	5,022,096	5,752,389	4,609,079
Other Outgo	501,335	520,458	3,335,388	211,594	490,588	336,326	225,788	334,246	334,246
Capital Outlay	20,000	7,647	--	--	--	--	--	--	--
Total Expenditures	28,155,484	30,567,863	31,118,220	33,626,408	34,704,035	34,509,531	36,041,138	38,979,092	37,807,751
EXCESS (DEFICIENCY) OR REVENUES OVER (UNDER) EXPENDITURES	(369,311)	142,651	(47,407)	2,201,315	(749,802)	1,261,033	(643,292)	(2,157,647)	(478,842)
OTHER FINANCING SOURCES (USES)									
Transfers in		--	--	--	--	--	--	12,160	--
Transfers out		--	--	(88,000)	(139,053)	(143,435)	(170,000)	(110,244)	(123,217)
Net Financing Sources (Uses)		--	--	(88,000)	(139,053)	(143,435)	(170,000)	(98,084)	(123,217)
NET CHANGE IN FUND BALANCES	(369,311)	142,651	(47,407)	2,113,315	(888,855)	1,117,598	(813,292)	(2,255,731)	(602,059)
Fund Balance, July 1 (Beginning)	2,778,290	2,778,290	2,920,940	2,920,940	5,034,255	5,034,255	5,162,352	6,082,247	3,826,516
Fund Balance, June 30 (Ending)	$2,408,979	$2,920,941	$5,034,255	$5,034,255	$4,145,400	$6,151,853	$4,349,060	$3,826,516	$3,224,457

Source: The District.

Financial Statements of the District

The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State fund apportionments, taxes, use of money and property, and aid from other governmental agencies. Certain information from the District's financial statements follows. The audited financial statements for the District for the 2016-17 fiscal year are attached hereto as APPENDIX C. The District has not requested, and its auditors have not provided, any review or update to such audited financial statements. The District's audited financial statements for prior and subsequent fiscal years can be obtained by contacting the District at 498 Kelly Avenue, Half Moon Bay, California 94019, telephone (650) 712-7100. The District may impose a charge for copying, mailing and handling.

The general fund of the District, as shown herein, is a combined fund comprised of moneys which are unrestricted and available to finance the legally authorized activities of the District not financed by restricted funds and moneys which are restricted to specific types of programs or purposes. General fund revenues shown thereon are derived from such sources as taxes, aid from other government agencies, charges for current services and other revenue.

The District's financial statements are prepared on a modified accrual basis of accounting in accordance with generally accepted accounting principles as set forth by the Governmental Accounting Standards Board. The financial statements included herein were prepared by the District using information from the Annual Financial Reports which are prepared by the Chief Business Official for the District and audited by independent certified public accountants each year. The District's audited financial statements for fiscal year ended June 30, 2017 are attached hereto as APPENDIX C.

The following table describes the District's audited financial results for fiscal years 2014-15 through 2016-17.

CABRILLO UNIFIED SCHOOL DISTRICT
Summary of General Fund Revenues, Expenditures and Changes in Fund Balance
For Fiscal Years 2013-14 through 2016-17

	2013-14 Audit	2014-15 Audit	2015-16 Audit	2016-17 Audit
REVENUES				
LCFF Sources:	$21,401,907	$24,111,560	$26,654,406	$27,552,856
Federal revenues	1,114,050	1,392,905	1,374,340	1,305,951
Other State revenues	1,963,069	1,892,127	4,098,687	3,592,107
Other local revenues	3,591,390	3,313,922	3,700,290	3,319,650
Total Revenues	28,070,416	30,710,514	35,827,723	35,770,564
EXPENDITURES				
Current				
Instruction	16,980,994	17,760,124	19,501,125	20,683,632
Instruction Related Services:				
Supervision of Instruction	1,730,139	2,030,783	2,299,527	1,812,227
Instruction library, media and technology	708,390	767,937	861,069	853,118
School site administration	2,049,981	2,391,741	2,692,844	2,710,939
Pupil Services:				
Home-to-school transportation	576,541	479,483	510,362	493,525
Food services	--	1,498		
All other pupil services	1,712,044	1,982,270	2,220,628	2,250,051
General administration:				
Data processing	122,180	105,043	112,417	113,537
All other general administration	2,018,062	1,940,157	2,270,666	2,183,561
Plant services	2,170,727	2,062,861	2,400,236	2,532,097
Facilities acquisition and construction	21,925	10,100	45,377	3,291
Community services	39,723	432,333	427,264	482,745
Other educational programs	395,171	60,387	66,214	38,449
Payment to other agencies	627,382	543,145	218,679	352,359
Total Expenditures	29,153,259	30,567,862	33,626,408	34,509,531
Excess (Deficiency) of Revenues Over/(Under) Expenditures	(1,082,843)	142,651	2,201,315	1,261,033
Other Financing Sources/(Uses)				
Operating Transfers In	--	--	--	--
Operating Transfers Out	--	--	(88,000)	(143,435)
Total Other Financing Sources/(Uses)	--	--	(88,000)	(143,435)
Net Change in Fund Balances	(1,082,843)	142,651	2,113,315	1,117,598
Fund Balance, beginning	3,861,133	2,778,290	2,920,940	5,034,255
Fund balance, ending	$2,778,290	$2,920,941	$5,034,255	$6,151,853

Source: The District.

State Budget Measures

The District's principal funding formulas and revenue sources are derived from the budget of the State of California. **The following information concerning the State of California's budgets has been obtained from publicly available information which the District believes to be reliable; however, the State has not entered into any contractual commitment with the District, the County, the Underwriter, Bond and Disclosure Counsel nor the owners of the Bonds to provide State budget information to the District or the owners of the Bonds. Although they believe the State sources of information listed above are reliable, none of the District, Bond and Disclosure Counsel nor the Underwriter assume any responsibility for the accuracy of the State budget information set forth or referred to herein or incorporated by reference herein. Additional information regarding State budgets is available at various State-maintained websites including www.dof.ca.gov, which website is not incorporated herein by reference.**

State Budget Process. According to the State Constitution, the Governor must propose a budget to the State Legislature no later than January 10 of each year, and a final budget must be adopted no later than June 15. Historically, the budget required a two-thirds vote of each house of the State Legislature for passage. However, on November 2, 2010, the State's voters approved Proposition 25, which amended the State Constitution to lower the vote requirement necessary for each house of the State Legislature to pass a budget bill and send it to the Governor. Specifically, the vote requirement was lowered from two–thirds to a simple majority (50% plus one) of each house of the State Legislature. The lower vote requirement also applies to trailer bills that appropriate funds and are identified by the State Legislature "as related to the budget in the budget bill." The budget becomes law upon the signature of the Governor, who may veto specific items of expenditure. Under Proposition 25, a two–thirds vote of the State Legislature is still required to override any veto by the Governor. School district budgets must generally be adopted by July 1, and revised by the school board within 45 days after the Governor signs the budget act to reflect any changes in budgeted revenues and expenditures made necessary by the adopted State budget.

2017-18 State Budget. On June 27, 2017, Governor Brown signed the budget for the State for fiscal year 2017-18 (the "2017-18 State Budget"). For the 2016-17 fiscal year, the 2017-18 State Budget increased revenues and transfers to $118.5 billion (up $3 billion from the 2016-17 State Budget) and revised expenditures downward approximately $1.1 billion from the 2016-17 State Budget to $121.4 billion.

For 2017-18, the 2017-18 State Budget included general fund revenues and transfers of $125.9 billion and expenditures of $125.1 billion with a $1.8 billion deposit to the Rainy Day Fund to bring the Rainy Day Fund balance to $8.5 billion. A supplemental payment to PERS of $6 billion through a loan from the Surplus Money Investment Fund was intended to reduce PERS' unfunded liabilities and stabilize the State's contribution rate to PERS. The 2017-18 State Budget expanded the Earned Income Tax Credit by including self- employed individuals and expanding the income ranges for which the credit applies. Additionally, the 2017-18 State Budget implemented the Road Repair and Accountability Act of 2017 aimed at investing in transportation infrastructure repair and modernization.

With respect to K-12 education, total spending was projected to be $92.5 billion in 2017-18. The Proposition 98 minimum funding guarantee for 2017-18 was increased by $2.6 billion over the 2016-17 State Budget level to $74.5 billion. LCFF funding under the 2017-18 State Budget was increased by $1.4 million bringing the LCFF to approximately 97% of full funding.

Significant provisions of the 2017-18 State Budget affecting K-12 education were as follows:

- One-Time Discretionary Grants — $877 million Proposition 98 funds provided school districts, county offices of education, and charter schools with discretionary resources for deferred maintenance, professional development, induction for beginning teachers, instructional materials, technology, and the implementation of new educational standards.

- After School and Education Safety (ASES) Program — $50 million Proposition 98 funds increased provider reimbursement rates for the ASES program.

- California Educator Development Program — $11.3 million one-time federal Title II funds assisted local educational agencies in attracting and supporting the preparation and continued learning of teachers, principals, and other school leaders in high need subjects and schools.

- Classified School Employees Credentialing Program — $25 million one-time Proposition 98 funds, available for five years, supported recruitment of non-certificated school employees to participate in a teacher preparation program and become certificated classroom teachers.

- Bilingual Professional Development Program — $5 million one-time Proposition 98 funds for one time competitive grants to support professional development for teachers and paraprofessionals seeking to provide instruction in bilingual and multilingual settings.

- Charter School Facility Grant Program — An increase in the per student funding rate to $1,117 for the 2017-18 fiscal year and an ongoing COLA.

- County Office of Education Accountability Assistance — $7 million Proposition 98 funds to support county office LCAP review and technical assistance workload.

- California Equity Performance and Improvement Program — An increase of $2.5 million one-time Proposition 98 funds to support and promote equity.

- Refugee Student Support — $10 million one-time Proposition 98 General funds provided services for refugee students transitioning to a new learning environment.

- California-Grown Fresh School Meals Grants — $1.5 million one-time Proposition 98 funds incentivized the purchase of California-grown food by schools and expand the number of freshly prepared school meals.

- District of Choice Program Extension — A six-year extension of the District of Choice program (set to sunset in 2018) and additional oversight and accountability requirements.

2018-19 State Budget. Governor Brown signed the fiscal year 2018-19 budget for the State (the "2018-19 State Budget") on June 27, 2018 forecasting revenues and transfers for 2018-19 of $141.8 billion and expenditures of $138 billion. For 2017-18, the 2018-19 State Budget includes revenues and transfers of $135.5 billion, an increase of almost $10 billion over the 2017-18 State Budget, and expenditures of $127 billion. The 2018-19 State Budget reflects continued economic expansion and increasing revenues, including record all-time capital gains tax revenues. The Rainy Day Fund is fully funded to $13.9 billion and an additional $200 million is deposited to the newly created Safety Net Reserve Fund. In recognition that the current economic prosperity can't continue indefinitely, the 2018-19 State Budget makes one-time spending commitments rather than on-going programmatic expenditures; primarily for infrastructure, homelessness and mental health. A new funding formula for higher education is adopted that provides increased funding for community college districts that serve low-

income students and where students demonstrate certain success. Additionally, the California Online College is created in order to facilitate access to higher education for working adults.

With respect to K-12 education, the 2018-19 State Budget includes total funding of $97.2 billion ($56.1 billion State general fund and $41.1 billion from other funds) with per pupil funding from all sources of $16,352. LCFF funding is increased by $3.7 billion to reach full funding. Additionally, the 2018-19 State Budget provides $1.1 billion in one-time discretionary funds to school districts, charter schools and county offices of education. The 2018-19 State Budget also enacts a new Proposition 98 certification process to ensure annual Proposition 98 certifications.

Significant provisions of the 2018-19 State Budget relating to K-12 education are as follows:

- Career Technical Education—$164 million ongoing Proposition 98 funds to establish a K-12 specific program within the Strong Workforce Program and $150 million ongoing Proposition 98 funds to make permanent the Career Technical Education Inventive Grant Program.

- Low-Performing Student Block Grant—$300 million Proposition 98 funds for local education agencies with students performing at the lowest levels on academic assessments and that do not generate supplemental LCFF funds or special education resources.

- Early Education Expansion Program—$167.2 million Proposition 98 funds for inclusive early education and care for children up to age five in low-income and low access to care areas.

- Teacher Residency Grant Program—$75 million Proposition 98 funds to support one-year intensive, mentored, clinical teacher preparation programs with $50 million for preparing and retaining special education teachers and $25 million for bilingual and STEM teachers.

- Local Solutions Grant Program—$50 million Proposition 98 funds to provide one-time grants to local educational agencies for locally identified solutions for special education teachers.

- Classified School Employee Summer Assistance Program—$50 million Proposition 98 funds to provide state matching funds to classified school employees who defer paychecks to the summer recess period.

- Classified School Employee Professional Development Block Grant Program—$50 million Proposition 98 funds for professional development for classified staff with a priority on the implementation of school safety plans.

- English Language Proficiency Assessment for California—$27.1 million Proposition 98 funds to convert the paper-based ELPAC to a computer-based assessment and to develop an ELPAC assessment specific to students with exceptional needs.

- Charter School Facility Grant Program—$21.1 million one-time and $24.8 million ongoing Proposition 98 funds to reflect increases in programmatic costs.

- Kids Code After-School Program—$15 million Proposition 98 funds to increase opportunities for students in after-school programs to access computer coding education.

- Fire-Related Support—$4.4 million Proposition 98 funds in property tax relief to school districts impacted by the fires in Northern and Southern California in 2017, $25 million Proposition 98 funds through the LCFF and a hold-harmless provision for ADA for three years.

- California-Grown Fresh School Meals Grants—$1 million one-time Proposition 98 funds to encourage the purchase of California-grown food by schools and expand the number of freshly prepared school meals offered that use California-grown ingredients.

- Fiscal Crisis and Management Assistance Team—$972,000 Proposition 98 funds to allow FCMAT to coordinate with county offices of education to offer more proactive and preventive services to fiscally distressed school districts, specifically those with a qualified interim budget status.

Future Actions. The State has in past years experienced budgetary difficulties and has balanced its budget by requiring local political subdivisions to fund certain costs theretofore borne by the State. No prediction can be made as to whether the State will take further measures which would, in turn, adversely affect the District. Further State actions taken to address its budgetary difficulties could have the effect of reducing District support indirectly, and the District is unable to predict the nature, extent or effect of such reductions.

The District cannot predict whether the State will encounter budgetary difficulties in the current or future fiscal years. The District also cannot predict the impact future State Budgets will have on District finances and operations or what actions the State Legislature and the Governor may take to respond to changing State revenues and expenditures. Current and future State Budgets will be affected by national and State economic conditions and other factors which the District cannot control.

Recent California Drought Conditions and Wildfires. Water shortfalls resulting from the driest conditions in recorded State history caused Governor Brown, on January 17, 2014, to declare a State-wide Drought State of Emergency for California and directed State officials to take all necessary actions to prepare for water shortages. Following the Governor's declaration, the California State Water Resources Control Board (the "Water Board") issued a statewide notice of water shortages and potential future curtailment of water right diversions. Subsequent executive orders and Water Board regulations imposed reductions on water usage in response to the drought conditions. On April 7, 2017, the Governor announced the end of the State-wide drought in all but four counties in California but extended conservation measures indefinitely in order to prepare California for fluctuations in water conditions and potential future drought conditions. Additionally, in 2017 and 2018, certain portions of the State were affected by large wildfires which destroyed both natural lands and residential and commercial properties and resulted in large-scale property value reductions in the impacted areas.

The District cannot make any representation regarding the effects that a future drought or wildfires may have on the assessed value of taxable property within the District, or to what extent such events could cause disruptions to agricultural production, reduce land values, or adversely impact other economic activity within the boundaries of the District.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

Article XIIIA of the California Constitution

Article XIIIA of the California Constitution limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay

debt service (a) on indebtedness approved by the voters prior to July 1, 1978, (b) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness and (c) on bonded indebtedness incurred by a school district or community college district for the construction, reconstruction or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% or more of the votes cast on the proposition, but only if certain accountability measured are included in the proposition. The tax for payment of the Bonds falls within the exception described in clause (c) of the immediately preceding sentence. Article XIIIA defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value," or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment." The full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIIIA has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Legislation Implementing Article XIIIA

Legislation has been enacted and amended a number of times since 1978 to implement Article XIIIA. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1989.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the two percent annual adjustment are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property is shown at full market value on the tax rolls, with tax rates expressed as $1 per $100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of market value (unless noted differently) and all tax rates reflect the $1 per $100 of taxable value.

Article XIIIB of the California Constitution

Under Article XIIIB of the California State Constitution state and local government entities have an annual "appropriations limit" and are not permitted to spend certain moneys which are called "appropriations subject to limitation" (consisting of tax revenues, state subventions and certain other funds) in an amount higher than the "appropriations limit." Article XIIIB does not affect the appropriations of moneys which are excluded from the definition of "appropriations subject to limitation," including debt service on indebtedness existing or authorized as of January 1, 1979, or bonded indebtedness subsequently approved by the voters. In general terms, the "appropriations limit" is to be based on certain 1978-79 expenditures, and is to be adjusted annually to reflect changes in consumer prices, populations, and services provided by these entities. Among other provisions of Article XIIIB, if these entities' revenues in any year exceed the amounts permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years. However, in the event that a school districts' revenues exceed its spending limit, the district any in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations from the State.

Unitary Property

AB 454 (Chapter 921, Statutes of 1986) provides that revenues derived from most utility property assessed by the State Board of Equalization ("Unitary Property"), commencing with the 1988-89 fiscal year, will be allocated as follows: (1) each jurisdiction will receive up to 102% of its prior year State-assessed revenue; and (2) if county-wide revenues generated from Unitary Property are less than the previous year's revenues or greater than 102% of the previous year's revenues, each jurisdiction will share the burden of the shortfall or excess revenues by a specified formula. This provision applies to all Unitary Property except railroads, whose valuation will continue to be allocated to individual tax rate areas.

The provisions of AB 454 do not constitute an elimination of the assessment of any State-assessed properties nor a revision of the methods of assessing utilities by the State Board of Equalization. Generally, AB 454 allows valuation growth or decline of Unitary Property to be shared by all jurisdictions in a county.

California Lottery

In the November 1984 general election, the voters of the State approved a Constitutional Amendment establishing a California State Lottery (the "State Lottery"), the net revenues (revenues less expenses and prizes) of which shall be used to supplement other moneys allocated to public education. The legislation further requires that the funds shall be used for the education of pupils and students and cannot be used for the acquisition of real property, the construction of facilities or the financing of research.

Allocation of State Lottery net revenues is based upon the average daily attendance of each school and community college district; however, the exact allocation formula may vary from year to year. The District estimates receipt of $709,323 for such aid in 2017-18 and has budgeted receipt of $625,604 for fiscal year 2018-19. At this time, the amount of additional revenues that may be generated by the State Lottery in any given year cannot be predicted. See "DISTRICT FINANCIAL INFORMATION-State Budget Measures" herein.

Proposition 46

On June 3, 1986, California voters approved Proposition 46, which added an additional exemption to the 1% tax limitation imposed by Article XIIIA. Under this amendment to Article XIIIA, local governments and school and community college districts may increase the property tax rate above 1% for the period necessary to retire new, general obligation bonds, if two-thirds of those voting in a local election approve the issuance of such bonds and the money raised through the sale of the bonds is used exclusively to purchase or improve real property.

Proposition 39

On November 7, 2000, California voters approved Proposition 39, called the "Smaller Classes, Safer Schools and Financial Accountability Act" (the "Smaller Classes Act") which amends Section 1 of Article XIIIA, Section 18 of Article XVI of the California Constitution and Section 47614 of the California Education Code and allows an alternative means of seeking voter approval for bonded indebtedness by 55% of the vote, rather than the two-thirds majority required under Section 18 of Article XVI of the Constitution. The 55% voter requirement applies only if the bond measure submitted to the voters includes, among other items: (1) a restriction that the proceeds of the bonds may be used for "the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing

and equipping of school facilities, or the acquisition or lease of real property for school facilities," (2) a list of projects to be funded and a certification that the school district board has evaluated "safety, class size reduction, and information technology needs in developing that list" and (3) that annual, independent performance and financial audits will be conducted regarding the expenditure and use of the bond proceeds.

Section 1(b)(3) of Article XIIIA has been added to exempt the 1% *ad valorem* tax limitation that Section 1(a) of Article XIIIA of the Constitution levies, to pay bonds approved by 55% of the voters, subject to the restrictions explained above.

The Legislature enacted AB 1908, Chapter 44, which became effective upon passage of Proposition 39 and amends various sections of the Education Code. Under amendments to Section 15268 and 15270 of the Education Code, the following limits on *ad valorem* taxes apply in any single election: (1) for an elementary and high school district, indebtedness shall not exceed $30 per $100,000 of taxable property, (2) for a unified school district, indebtedness shall not exceed $60 per $100,000 of taxable property, and (3) for a community college district, indebtedness shall not exceed $25 per $100,000 of taxable property. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor. Finally, AB 1908 requires that a citizens' oversight committee must be appointed who will review the use of the bond funds and inform the public about their proper usage.

Article XIIIC and XIIID of the California Constitution

On November 5, 1996, an initiative to amend the California Constitution known as the "Right to Vote on Taxes Act" ("Proposition 218") was approved by a majority of California voters. Proposition 218 added Articles XIIIC and XIIID to the State Constitution and requires majority voter approval for the imposition, extension or increase of general taxes and 2/3 voter approval for the imposition, extension or increase of special taxes by a local government, which is defined in Proposition 218 to include counties. Proposition 218 also provides that any general tax imposed, extended or increased without voter approval by any local government on or after January 1, 1995, and prior to November 6, 1996 shall continue to be imposed only if approved by a majority vote in an election held within two years following November 6, 1996. All local taxes and benefit assessments which may be imposed by public agencies will be defined as "general taxes" (defined as those used for general governmental purposes) or "special taxes" (defined as taxes for a specific purpose even if the revenues flow through the local government's general fund) both of which would require a popular vote. New general taxes require a majority vote and new special taxes require a two-thirds vote. Proposition 218 also extends the initiative power to reducing or repealing local taxes, assessments, fees and charges, regardless of the date such taxes, assessments or fees or charges were imposed, and lowers the number of signatures necessary for the process. In addition, Proposition 218 limits the application of assessments, fees and charges and requires them to be submitted to property owners for approval or rejection, after notice and public hearing.

The District has no power to impose taxes except property taxes associated with a parcel tax following approval by 2/3 of the District's voters or a general obligation bond election, following approval by 55% or 2/3 of the District's voters, depending upon the Article of the Constitution under which it is passed.

Proposition 218 also expressly extends the initiative power to give voters the power to reduce or repeal local taxes, assessments, fees and charges, regardless of the date such taxes, assessments, fees or charges were imposed, and reduces the number of signatures required for the initiative process. This extension of the initiative power to some extent constitutionalizes the March 6, 1995 State Supreme Court decision in *Rossi v. Brown*, which upheld an initiative that repealed a local tax and held that the State

constitution does not preclude the repeal, including the prospective repeal, of a tax ordinance by an initiative, as contrasted with the State constitutional prohibition on referendum powers regarding statutes and ordinances which impose a tax. Generally, the initiative process enables California voters to enact legislation upon obtaining requisite voter approval at a general election. Proposition 218 extends the authority stated in Rossi v. Brown by expanding the initiative power to include reducing or repealing assessments, fees and charges, which had previously been considered administrative rather than legislative matters and therefore beyond the initiative power. This extension of the initiative power is not limited by the terms of Proposition 218 to fees imposed after November 6, 1996 and absent other legal authority could result in retroactive reduction in any existing taxes, assessments or fees and charges. Such legal authority could include the limitations imposed on the impairment of contracts under the contract clause of the United States Constitution, including the contract with the Owners to levy taxes for payment of the Bonds.

Proposition 218 has no effect upon the District's ability to pursue approval of a general obligation bond or a Mello-Roos Community Facilities District bond in the future, although certain procedures and burdens of proof may be altered slightly. The District is unable to predict the nature of any future challenges to Proposition 218.

Proposition 26

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIIIC of the State Constitution to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Proposition 98

General. In 1988, California voters approved Proposition 98, an initiative that amended Article XVI of the State Constitution and provided specific procedures to determine a minimum guarantee for annual grade kindergarten to 14 ("K-14") funding. The constitutional provision links the K-14 funding formulas to growth factors that are also used to compute the State appropriations limit. Proposition 111 (Senate Constitutional Amendment 1), adopted in June 1990, among other things, revised certain funding provisions of Proposition 98 relating to the treatment of revenues in excess of the State spending limit and added a third funding "test" to calculate the annual funding guarantee. This third calculation is operative in years in which general fund tax revenue growth is weak. The amendment also specified that under Test 2 (see below), the annual cost of living adjustment ("COLA") for the minimum guarantee would be

the change in California's per-capita personal income, which is the same COLA used to make annual adjustments to the State appropriations limit (Article XIII B).

***Calculating Minimum Funding Guarantee*.** There are currently three tests which determine the minimum level of K-14 funding. Test 1 guarantees that K-14 education will receive at least the same funding share of the State general fund budget it received in 1986-87. Initially, that share was just over 40%. Because of the major shifts of property tax from local government to community colleges and K-12 which began in 1992-93 and increased in 1993-94, the percentage dropped to 33.0%.

Under implementing legislation (AB 198 and SB 98 of 1989), each segment of public education (K-12 districts, community college districts, and direct elementary and secondary level instructional services provided by the State of California) has separately calculated amounts under the Proposition 98 tests. The base year for the separate calculations is 1989-90. Each year, each segment is entitled to the greater of the amounts separately computed for each under Test 1 or 2. Should the calculated amount Proposition 98 guarantee (K-14 aggregated) be less than the sum of the separate calculations, then the Proposition 98 guarantee amount shall be prorated to the three segments in proportion to the amount calculated for each. This statutory split has been suspended in every year beginning with 1992-93. In those years, community colleges received less than was required from the statutory split.

Test 2 provides that K-14 education will receive as a minimum, its prior-year total funding (including State general fund and local revenues) adjusted for enrollment growth ("ADA") and per-capita personal income COLA.

A third formula, established pursuant to Proposition 111 as "Test 3," provides an alternative calculation of the funding base in years in which State per-capita general fund revenues grow more slowly than per-capita personal income. When this condition exists, K-14 minimum funding is determined based on the prior-year funding level, adjusted for changes in enrollment and COLA where the COLA is measured by the annual increase in per-capita general fund revenues, instead of the higher per-capita personal income factor. The total allocation, however, is increased by an amount equal to one-half of one percent of the prior-year funding level as a funding supplement.

In order to make up for the lower funding level under Test 3, in subsequent years K-14 education receives a maintenance allowance equal to the difference between what should have been provided if the revenue conditions had not been weak and what was actually received under the Test 3 formula. This maintenance allowance is paid in subsequent years when the growth in per-capita State tax revenue outpaces the growth in per-capita personal income.

The enabling legislation to Proposition 111, Chapter 60, Statutes of 1990 (SB 88, Garamendi), further provides that K-14 education shall receive a supplemental appropriation in a Test 3 year if the annual growth rate in non-Proposition 98 per-capita appropriations exceeds the annual growth rate in per-pupil total spending.

Supplemental Information Concerning Litigation Against the State of California

In June 1998, a complaint was filed in Los Angeles County Superior Court challenging the authority of the State Controller to make payments in the absence of a final, approved State Budget. The Superior Court judge issued a preliminary injunction preventing the State Controller from making payments including those made pursuant to continuing appropriations prior to the enactment of the State's annual budget. As permitted by the State Constitution, the Legislature immediately enacted and the Governor signed an emergency appropriations bill that allowed continued payment of various State

obligations, including debt service, and the injunction was stayed by the California Court of Appeal, pending its decision.

On May 29, 2003, the California Court of Appeal for the Second District decided the case of *Steven White, et al. v. Gray Davis (as Governor of the State of California), et al*. The Court of Appeal concluded that, absent an emergency appropriation, the State Controller may authorize the payment of state funds during a budget impasse only when payment is either (i) authorized by a "continuing appropriation" enacted by the Legislature, (ii) authorized by a self-executing provision of the California Constitution, or (iii) mandated by federal law. The Court of Appeal specifically concluded that the provisions of Article XVI, Section 8 of the California Constitution – the provision establishing minimum funding of K-14 education enacted as part of Proposition 98 – did not constitute a self-executing authorization to disburse funds, stating that such provisions merely provide formulas for determining the minimum funding to be appropriated every budget year but do not appropriate funds. The State Controller has concluded that the provisions of the Education Code establishing K-12 and county office revenue limit funding do constitute continuing appropriations enacted by the Legislature and, therefore, the State Controller has indicated that State payments of such amounts would continue during a budget impasse. However, no similar continuing appropriation has been cited with respect to K-12 categorical programs and revenue limit funding for community college districts, and the State Controller has concluded that such payments are not authorized pursuant to a continuing appropriation enacted by the Legislature and, therefore, cannot be paid during a budget impasse. The California Supreme Court granted the State Controller's Petition for Review on a procedural issue unrelated to continuous appropriations and on the substantive question as to whether the State Controller is authorized to pay State employees their full and regular salaries during a budget impasse. No other aspect of the Court of Appeal's decision was addressed by the State Supreme Court.

On May 1, 2003, with respect to the substantive question, the California Supreme Court concluded that the State Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those state employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act. The Supreme Court also remanded the preliminary injunction issue to the Court of Appeal with instructions to set aside the preliminary injunction in its entirety.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amends the State Constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition

22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's general fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the expected reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 was expected to be approximately $1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1% of the State's total general fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State's general fund costs by approximately $1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, all redevelopment agencies in California were dissolved as of February 1, 2012, and all net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and school districts. The Court also found that ABx1 27, a companion bill to ABx1 26, violated the California Constitution, as amended by Proposition 22. ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to school districts and county offices of education, totaling $1.7 billion statewide. ABx1 26 was modified by Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12), which, together with ABx1 26, is referred to herein as the "Dissolution Act." The Dissolution Act provides that all rights, powers, duties and obligations of a redevelopment agency that have not been repealed, restricted or revised pursuant to ABx1 26 will be vested in a successor agency, generally the county or city that authorized the creation of the redevelopment agency (each, a "Successor Agency"). All property tax revenues that would have been allocated to such redevelopment agency will be allocated to the Successor Agency, to be used for the payment of pass-through payments to local taxing entities and to any other "enforceable obligations" (as defined in the Dissolution Act), as well to pay certain administrative costs. The Dissolution Act defines "enforceable obligations" to include bonds, loans, legally requirement payments, judgments or settlements, legal binding and enforceable obligations, and certain other obligations. Tax revenues in excess of such amounts, if any, will be distributed to local taxing entities in the same proportions as other tax revenues.

The District can make no representations as to the extent to which its LCFF apportionments may be offset by the future receipt of pass through tax increment revenues, or any other surplus property tax revenues pursuant to the Dissolution Act.

Proposition 30

On November 6, 2012, voters approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as "Proposition 30"), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017, for storage, use, or other consumption in the State. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending January 1, 2019, Proposition 30 increased the marginal personal income tax rate by: (i) 1% for taxable income over

$250,000 but less than $300,000 for single filers (over $500,000 but less than $600,000 for joint filers), (ii) 2% for taxable income over $300,000 but less than $500,000 for single filers (over $600,000 but less than $1,000,000 for joint filers), and (iii) 3% for taxable income over $500,000 for single filers (over $1,000,000 for joint filers).

The revenues generated from the temporary tax increases has been included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Proposition 98" herein. From an accounting perspective, the revenues generated from the temporary tax increases are deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the "EPA"). Pursuant to Proposition 30, funds in the EPA are allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds are distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district received less than $200 per unit of ADA and no community college district received less than $100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

Proposition 55

At the November 8, 2016 general election, the voters in the State approved the Tax Extension of Education and Healthcare Initiative ("Proposition 55") which extends the increase in personal income tax on the high-income taxpayers imposed under Proposition 30 to 2030. Proposition 55 did not extend the sales and use tax increase imposed under Proposition 30 which expired at the end of 2016.

Proposition 51

The Kindergarten through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) is a voter initiative that was approved by voters on November 8, 2016. Proposition 51 authorizes the sale and issuance of $9 billion in general obligation bonds by the State for the new construction and modernization of K-14 facilities. The District makes no representation that it will either pursue or qualify for Proposition 51 State facilities funding.

K-12 School Facilities. Proposition 51 includes $3 billion for the new construction of K-12 facilities and an additional $3 billion for the modernization of existing K-12 facilities. K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. If a school districts lack sufficient local funding, it may apply for additional state grant funding, up to 100% of the project costs. In addition, a total of $1 billion will be available for the modernization and new construction of charter school ($500 million) and technical education ($500 million) facilities. Generally, 50% of modernization and new construction project costs for charter school and technical education facilities must come from local revenues. However, schools that cannot cover their local share for these two types of projects may apply for state loans. State loans must be repaid over a maximum of 30 years for charter school facilities and 15 years for career technical education facilities. For career technical education facilities, state grants are capped at $3 million for a new facility and $1.5 million for a modernized facility. Charter schools must be deemed financially sound before project approval.

Community College Facilities. Proposition 51 includes $2 billion for community college district facility projects, including buying land, constructing new buildings, modernizing existing buildings, and purchasing equipment. In order to receive funding, community college districts must submit project proposals to the Chancellor of the community college system, who then decides which projects to submit to the State legislature and Governor based on a scoring system that factors in the amount of local funds contributed to the project. The Governor and State Legislature will select among eligible projects as part of the annual state budget process.

Proposition 2

Proposition 2, a legislatively referred Constitutional amendment approved by the voters in November, 2014 ("Proposition 2"), changed the way in which the State pays off existing debts, funds its reserves and draws from those reserves in times of economic slowdowns, as well as requires that reserves be set aside for schools and community colleges under certain circumstances. In addition, as a result of the passage of Proposition 2, new rules for school district reserves were implemented.

Under Proposition 2, the State is required annually to deposit 1.5% of general fund revenues into the Budget Stabilization Account ("BSA"). From fiscal year 2015-16 through 2029-30, under Proposition 2, one half of the amount required to be deposited to the BSA must be applied to the payment of debts for pension and retiree benefits and specified debts to local governments and certain other State accounts. In years when capital gains tax revenues exceed 8% of general fund revenues, a portion of such excess capital gains tax revenue is also required to be applied to the pay down of State debt. Deposits to the BSA are required until the amount on hand in the BSA reaches 10% of general fund revenues. Once the maximum has been reached, the required deposit amount may be applied to other expenditures.

In the event the Governor were to declare a budget emergency, Proposition 2 would permit a smaller deposit to the BSA. A budget emergency may be called if there is a natural disaster such as an earthquake or flood or general fund revenues reach a certain minimum level. Withdrawals from the BSA, under Proposition 2, are permitted upon a majority vote of the legislature only when the Governor has declared a budget emergency. If a budget emergency is called for two straight years in a row, in the second budget emergency year, the entire amount on hand might be withdrawn.

Public School System Stabilization Account. In the event capital gains tax revenues collected by the State in any given fiscal year exceed 8% of general fund revenues, a portion of such excess is required to be deposited into the newly established under Proposition 2 Public School System Stabilization Account (the "PSSSA") which serves as a reserve account for school funding in years when the State budget is smaller.

SB 858. Senate Bill 858 ("SB 858") became effective upon the passage of Proposition 2. SB 858 includes provisions which could limit the amount of reserves that may be maintained by a school district in certain circumstances. Under SB 858, in any fiscal year immediately following a fiscal year in which the State has made a transfer into the PSSSA, any adopted or revised budget by a school district would need to contain a combined unassigned and assigned ending fund balance that (a) for school districts with an A.D.A. of less than 400,000, is not more than two times the amount of the reserve for economic uncertainties mandated by the Education Code, or (b) for school districts with an ADA that is more than 400,000, is not more than three times the amount of the reserve for economic uncertainties mandated by the Education Code. In certain cases, the county superintendent of schools may grant a school district a waiver from this limitation on reserves for up to two consecutive years within a three-year period if there are certain extraordinary fiscal circumstances.

The District, which has an A.D.A. of less than 400,000, is required to maintain a reserve for economic uncertainty in an amount equal to 3% of its general fund expenditures and other financing uses. The Bonds are payable from *ad valorem* taxes to be levied within the District pursuant to the California Constitution and other State law. Accordingly, the District does not expect SB 858 to adversely affect its ability to pay the principal of and interest on the Bonds as and when due.

Future Initiatives

Article XIIIA, Article XIIIB, Article XIIIC, Article XIIID and Propositions 1A, 22, 26, 30, 39, 46 and 98 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time, other initiative measures could be adopted, further affecting the District's revenues or their ability to expend revenues.

CABRILLO UNIFIED SCHOOL DISTRICT

The information in this section concerning the operations of the District and the District's finances is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem tax approved by the voters pursuant to all applicable laws and Constitutional requirements, and required to be levied by the County on all property within the District in an amount sufficient for the timely payment of principal of and interest on the Bonds. See "SECURITY FOR THE BONDS" and "TAX BASE FOR REPAYMENT OF THE BONDS" herein.

District Organization

The District, located south of San Francisco along the west coast of San Mateo County, serves the communities of Montara, Moss Beach, Half Moon Bay, El Granada and Woodside. Currently, the District operates four elementary schools, one intermediate school and one high school. In addition, the District maintains one adult education facility and one alternative high school. ADA for fiscal year 2018-19 is budgeted to be 3,040 students and the District had a 2017-18 assessed valuation of $6,354,257,831. The audited financial statements for the District for the fiscal year ended June 30, 2017 are attached hereto as APPENDIX C.

The District is governed by a five-member Governing Board, each member of which is elected to a four-year term. Current members of the Governing Board, together with their office and the date their term expires, are listed below:

Name	Office	Term Expires
Rob Pappalardo	President	December 2018
Sophia Layne	Vice- President	December 2020
Kimberly Hines	Clerk	December 2020
Freya McCamant	Member	December 2018
Kirk Riemer	Member	December 2018

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the District. Additional information concerning the District and copies of the most recent and subsequent audited financial statements of the District may be obtained by contacting: Cabrillo Unified School District, 498 Kelly Avenue, Half Moon Bay, California 94019, Attention: Chief Business Official. The District may charge a small fee for copying, mailing and handling.

Key Personnel

The following is a listing of the key administrative personnel of the District.

Name	Title
Jane Yuster	Superintendent
Joy Dardenelle	Assistant Superintendent Curriculum & Instruction
Crystal Leach	Chief Business Official

Superintendent Jane Yuster. Superintendent Yuster has served as Superintendent of the District since July 1, 2015. Prior to joining the District, Superintendent Yuster served as the Assistant Superintendent of Human Resources, Assessment and Student Services at Redwood City School District where she worked since 2008 and the Science Coordinator for the Alameda County Office of Education. She has received certifications from California Association of School Business Officials and the Association of California School Administrators. In addition, Superintendent Yuster formerly served as Chief Executive Officer in the biotechnology industry. Superintendent Yuster earned a Masters of Education from Notre Dame University and is completing a Doctorate in Education from Walden University.

District Employees

The District employs approximately 150 full-time equivalent certificated academic professionals, 80 full-time equivalent classified employees and 15 management, supervisor and confidential full-time equivalent employees.

The certificated employees of the District have assigned the Cabrillo Unified Teachers Association ("CUTA") as their exclusive bargaining agent. The contract between the District and CUTA expires on June 30, 2019.

The classified employees have assigned California School Employees Association ("CSEA") as their exclusive bargaining agent. The contract between the District and CSEA expired on June 30, 2018. The parties are operating under the terms of the expired contract while negotiations are underway for a new contract.

Insurance

The District is a member of several joint powers authorities that provide various insurance to their members. The District is a member of San Mateo County Schools Insurance Group ("SMCSIG"), a joint powers authority that provides property and casualty, workers' compensation and liability insurance to its members.

The District maintains insurance or self-insurance in such amounts and with such retentions and other terms providing coverages for property damage, fire and theft, general public liability and worker's compensation as are adequate, customary and comparable with such insurance maintained by similarly situated school districts. In addition, based upon prior claims experience, the District believes that the recorded liabilities for self-insured claims are adequate.

Retirement Systems

The information set forth below regarding the District's retirement programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by the District or the Underwriter.

STRS. All full-time certificated employees, as well as certain classified employees, are members of the State Teachers' Retirement System ("STRS"). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. The District is currently required by such statutes to contribute 16.28% of eligible salary expenditures, while participants contribute either 10.25 % or 10.205% of their respective salaries depending on their date of hire. The State also contributes to STRS, currently in an amount equal to 9.828% of teacher payroll. The State's contribution reflects a base contribution of 2.017%, a 2.5% contribution to the Supplemental Benefit Protection Account and a supplemental contribution that will vary from year-to-year based on statutory criteria.

As part of the 2014-15 State Budget, the Governor signed Assembly Bill 1469 ("AB 1469") which implemented a new funding strategy for STRS, increasing the employer contribution rate in fiscal year 2014-15 from 8.25% to 8.88% of covered payroll. Such rate increased by 1.85% in fiscal year 2015-16 and will continue to increase annually until the employer contribution rate is 19.10% of covered payroll as further described below. Teacher contributions also increased from 8.00% to a total of 10.25% of pay in 2017-18. The State's total contribution has also increased from approximately 3% in fiscal year 2013-14 to 6.328% of payroll, plus the continued payment of 2.5% of payroll annually for a supplemental inflation protection program for a total of 8.80%. In addition, AB 1469 provides the State Teachers Retirement Board with authority to modify the percentages paid by employers and employees for fiscal year 2021-22 and each fiscal year thereafter to eliminate the STRS unfunded liability by June 30, 2046. The State Teachers Retirement Board would also have authority to reduce employer and State contributions if they are no longer necessary.

Pursuant to A.B. 1469, each school district's contribution rates will increase over a seven year phase in period in accordance with the following schedule:

Effective Date (July 1)	School District Contribution Rate
2014	8.88%
2015	10.73
2016	12.58
2017	14.43
2018	16.28
2019	18.13
2020	19.10

The District contributed $1,206,201 to STRS for fiscal year 2014-15, $2,453,472 for fiscal year 2015-16 (including $908,931 to be made by the State on behalf of the District related to GASB 68) and $2,969,604 for fiscal year 2016-17. Such contributions were equal to 100% of the required contributions for the respective years. The District estimates a contribution of $3,332,246 for fiscal year 2017-18 (including a State on behalf of payment of $1,201,684) and has budgeted a contribution of $3,840,284 for fiscal year 2018-19 (including a State on behalf of payment of $1,165,039). With the implementation of AB 1469, the District anticipates that its contributions to STRS will increase in future fiscal years as

compared to prior fiscal years. The District, nonetheless, is unable to predict all factors or any changes in law that could affect its required contributions to STRS in future fiscal years.

PERS. Classified employees working four or more hours per day are members of the Public Employees' Retirement System ("PERS"). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended, with the Public Employees' Retirement Laws. During fiscal year 2017-18, the District is required to contribute to PERS at an actuarially determined rate, which is 18.062% of eligible salary expenditures for fiscal year 2018-19, while participants enrolled in PERS prior to January 1, 2013 contribute 7% of their respective salaries and participants enrolled in PERS subsequent to January 1, 2013 contribute at an actuarially determined rate which is currently set at 7.0% of their respective salaries.

On April 19, 2017, the Board of Administration of PERS adopted new contribution rates for school districts. The revised contribution rates are, as were the previous contribution rates, based on certain demographic assumptions adopted by the Board of Administration in February 2014 which took into account longer life spans of public employees from previous assumptions. Such demographic assumptions generally increase costs for the State and public agency employers (including school districts), which costs will be amortized over 20 years and were phased in over three years beginning in fiscal year 2014-15 for the State and amortized over 20 years and phased in over five years beginning in fiscal year 2016-17 for the employers. PERS estimated that the new demographic assumptions would cost public agency employers up to 5% of payroll for miscellaneous employees at the end of the five year phase in period. To the extent, however, that current and future experiences differ from PERS' assumptions, the required employer contributions may vary. The 2017-18 contribution rate also took into account increased payroll over 2016-17, a lowered discount rate (which was approved in December 2016) as well as lower than predicted investment returns in prior years.

The District contributed $832,771 to PERS for fiscal year 2014-15, $906,277 for fiscal year 2015-16 and $1,003,681 for fiscal year 2016-17, which amounts equaled 100% of required contributions to PERS. The District estimates a contribution of $1,153,833 for fiscal year 2017-18 and has budgeted a contribution of $1,646,890 for fiscal year 2018-19.

State Pension Trusts. Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: www.calstrs.com; (ii) PERS: www.calpers.ca.gov. However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for PERS and STRS as of July 1, 2017.

FUNDED STATUS
STRS (DEFINED BENEFIT PROGRAM) and PERS
Actuarial Valuation as of July 1, 2017
(Dollar Amounts in Millions) [(1)]

Plan	Accrued Liability	Market Value of Trust Assets	Unfunded Liability
Public Employees Retirement Fund (PERS)	$84,416	$60,865	($23,551)
State Teachers' Retirement Fund Defined Benefit Program (STRS)	286,950	197,718	(107,261)

[(1)] Amounts may not add due to rounding.
Source: PERS State & Schools Actuarial Valuation; STRS Defined Benefit Program Actuarial Valuation.

Unlike PERS, STRS contribution rates for participant employers, employees hired prior to the Implementation Date (defined herein) and the State are set by statute and do not currently vary from year-to-year based on actuarial valuations. As a result of the Reform Act (defined below), the contribution rate for STRS participants hired after the Implementation Date will vary from year-to-year based on actuarial valuations. See "—California Public Employees' Pension Reform Act of 2013" below. In recent years, the combined employer, employee and State contributions to STRS have been significantly less than actuarially required amounts. As a result, and due in part to investment losses, the unfunded liability of STRS has increased significantly. AB 1469 is intended to address this unfunded liability. The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make larger contributions to STRS in the future. The District can also provide no assurances that the District's required contributions to PERS will not increase in the future.

California Public Employees' Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employee's Pension Reform Act of 2013 (the "Reform Act"), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the "Implementation Date"). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled to for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (currently 12 months for STRS members who retire with 25 years of service), and (iii) caps "pensionable compensation" for new participants enrolled after the Implementation Date at 100% of the federal Social Security contribution and benefit base for members participating in Social Security or 120% for members not participating in social security, while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

GASB Statement Nos. 67 and 68. On June 25, 2012, GASB approved Statements Nos. 67 and 68 ("Statements") with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statements, No. 67 and No. 68, replace GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government's balance sheet (currently, such unfunded liabilities are

typically included as notes to the government's financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to GASB, Statement No. 68 means that, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect of the new standards on the District is not known at this time. The reporting requirements for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014.

The District's proportionate shares of the net pension liability of STRS and PERS, as of June 30, 2017, are as shown in the following table.

Pension Plan	Proportionate Share of Net Pension Liability
STRS	$16,763,831
PERS	5,855,010
Total	$22,618,841

Source: The District.

For further information about the District's contributions to STRS and PERS, see Note 9 in the District's audited financial statements for fiscal year ended June 30, 2017 attached hereto as Appendix C.

Post-Employment Benefits

In June 2004, the Governmental Accounting Standards Board ("GASB") pronounced Statement No. 45, *Accounting and Financial Reporting by Employers for Post Employment Benefits Other Than Pensions.* The pronouncement required public agency employers providing healthcare benefits to retirees to recognize and account for the costs for providing these benefits on an accrual basis and provide footnote disclosure on the progress toward funding the benefits. The implementation date for this pronouncement was staggered in three phases based upon the entity's annual revenues, similar to the implementation for GASB Statement No. 34 and 35.

The District does not provide post-employment health care benefits to its employees.

Certain Existing Obligations

A schedule of the District's changes in long-term debt for the year ended June 30, 2017 is shown below:

	Balance June 30, 2016	Additions	Deductions	Balance June 30, 2017	Due Within One Year
General obligation bonds	$43,350984	$20,000,000	$2,941,595	$60,409,389	$2,503,599
Unamortized premiums	2,540,567	571,771	105,442	3,006,896	125,158
Net Pension Liability	22,618,841	10,816,633	4,600,560	28,834,914	--
Compensated absences	354,985	138,745	166,643	327,087	--
Total	$68,865,377	$31,527,149	$7,814,240	$92,578,286	$2,628,757

Source: The District.

General Obligation Bonds. In August 1996, the District issued $34,996,263 aggregate issue amount of its 1996 General Obligation Bonds, Series A (the "1996 Bonds"), on October 25, 2012, the District issued $18,000,000 of its General Obligation Bonds, Election of 2012, Series A (the "Series A Bonds"), on January 28, 2015, the District issued $20,000,000 aggregate principal amount of General Obligation Bonds, 2012 Election, Series B (the "Series B Bonds") and on February 1, 2017, the District issued $20,000,000 of its General Obligation Bonds, 2012 Election, Series C (the "Series C Bonds") under the 2012 Authorization. On August 31, 2017, the District issued its $4,610,000 2017 General Obligation Refunding Bonds to refund a portion of the outstanding Series A Bonds. See "ANNUAL DEBT SERVICE SCHEDULES" for the debt service payments to be made on all of the District's outstanding general obligation bonds.

THE SAN MATEO COUNTY POOLED INVESTMENT FUND

The following information concerning the San Mateo County Pooled Investment Fund has been provided by the County Treasurer and has not been confirmed or verified by the District. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date.

Under California law, the District is required to pay all monies received from any source into the San Mateo County Treasury to be held on behalf of the District. The County Treasurer has authority to implement and oversee the investment of funds on deposit in commingled funds of the Treasury.

Decisions on the investment of funds in the Pooled Investment Fund are made by the County Treasurer and her deputies in accordance with established policy guidelines. In the County, investment decisions are governed by California Government Code Sections 53601 and 53635, *et seq.*, which govern legal investments by local agencies in the State of California, and a more restrictive Investment Policy proposed by the County Treasurer and adopted by the County Board of Supervisors on an annual basis. The Investment Policy is reviewed and approved annually by the County Board of Supervisors. The County Treasurer's compliance with the Investment Policy is also audited annually by an independent certified public accountant.

SAN MATEO COUNTY
POOLED INVESTMENT FUND
PORTFOLIO EARNINGS FOR MONTH ENDING _____, 2018

Fixed Income Securities Maturing longer than 1 year	Par Value	Gross Earnings
U.S. Treasury Notes		
U.S. Instrumentalities		
Federal Agencies		
Corporate Notes		
Floating Rate Securities		
Short Term Securities Maturing less than 1 year		
U.S. Treasury Notes		
U.S. Instrumentalities		
Federal Agencies		
Corporate Notes		
Floating Rate Securities		
LAIF		
Commercial Paper		
Certificate of Deposit		
U.S. Treasury Bille		
Repurchase Agreements		
Total accrued interest		
Realized Gain/Loss & Interest Received		
U.S. Treasury Notes		
U.S. Instrumentalities		
Federal Agencies		
Corporate Notes		
Floating Rate Securities		
LAIF		
Commercial Paper		
Repurchase Agreements		
Total Realized Income		
Total Dollar Earnings		

Source: San Mateo County.

CONTINUING DISCLOSURE

The District has covenanted for the benefit of the Owners of the Bonds to provide certain financial information and operating data relating to the District (the "Annual Report") by not later than 9 months following the end of the District's fiscal year (currently ending June 30), commencing with the Annual Report for the 2017-18 fiscal year, and to provide notices of the occurrence of certain enumerated events. The District has entered into a Continuing Disclosure Agreement ("Continuing Disclosure Agreement") for the benefit of the Owners of the Bonds. The Annual Report and each notice of enumerated events will be filed by the District with the Electronic Municipal Markets Access system ("EMMA") of the Municipal Securities Rulemaking Board (the "MSRB"), or any other repository then recognized by the Securities and Exchange Commission. The specific nature of the information to be contained in the Annual Report or the notices of enumerated events is set forth below under the caption "APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT." These covenants have

been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Within the past five years, the District failed to timely file certain information required to be filed for fiscal years 2012-13 and 2013-14 under its outstanding continuing disclosure obligations. The required information has since been filed. In the past five years, the District has never filed a Notice of Failure to File Annual Report. Additionally, the District has contracted with Isom Advisors, A Division of Urban Futures, Inc., to assist it in preparing and filing the annual reports and notices of enumerated events required under its existing continuing disclosure obligations with respect to the District's outstanding general obligation bonds, including the Bonds.

LEGAL MATTERS

The legal opinion of Dannis Woliver Kelley, San Diego, California, Bond Counsel to the District ("Bond Counsel"), attesting to the validity of the Bonds, will be supplied to the original purchasers of the Bonds without charge, a form of which is attached hereto as Appendix A. Dannis Woliver Kelley is also acting as Disclosure Counsel to the District. Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, Sacramento, California is acting as counsel to the Underwriter ("Underwriter's Counsel"). Bond Counsel, Disclosure Counsel and Underwriter's Counsel will receive compensation contingent upon the sale and delivery of the Bonds.

TAX MATTERS

The delivery of the Bonds is subject to delivery of the opinion of Bond Counsel, to the effect that interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions (1) will be excludable from the gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds (the "Code"), of the owners thereof pursuant to section 103 of the Code, and (2) will not be included in computing the alternative minimum taxable income of the owners thereof. The delivery of the Bonds is also subject to the delivery of the opinion of Bond Counsel, based upon existing provisions of the laws of the State of California, that interest on the Bonds is exempt from personal income taxes of the State of California. The form of Bond Counsel's anticipated opinion respecting the Bonds is included in APPENDIX A. The statutes, regulations, rulings, and court decisions on which such opinions will be based are subject to change.

Interest on the Bonds owned by a corporation (other than an S corporation, a regulated investment company, a real estate investment trust, or a real estate mortgage investment conduit) will be included in such corporation's adjusted current earnings for purposes of calculating the alternative minimum taxable income of such corporation for taxable years beginning prior to January 1, 2018.

In rendering the foregoing opinions, Bond Counsel will rely upon the representations and certifications of the District made in a certificate (the "Tax Certificate") of even date with the initial delivery of the Bonds pertaining to the use, expenditure, and investment of the proceeds of the Bonds and will assume continuing compliance with the provisions of the Resolution by the District subsequent to the issuance of the Bonds. The Tax Certificate contains covenants by the District with respect to, among other matters, the use of the proceeds of the Bonds and the facilities and equipment financed therewith by persons other than state or local governmental units, the manner in which the proceeds of the Bonds are to be invested, if required, the calculation and payment to the United States Treasury of any "arbitrage profits" and the reporting of certain information to the United States Treasury. Failure to comply with any of these covenants could cause interest on the Bonds to be includable in the gross income of the owners thereof from the date of the issuance of the Bonds.

Except as described above, Bond Counsel will express no other opinion with respect to any other federal, State or local tax consequences under present law, or proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations such as the Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, certain foreign corporations doing business in the United States, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a financial asset securitization investment trust, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

Bond Counsel's opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the District described above. No ruling has been sought from the Internal Revenue Service ("IRS" or the "Service") or the State of California with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel's opinion is not binding on the Service or the State of California. The Service has an ongoing program of auditing the tax status of the interest on municipal obligations. If an audit of the Bonds is commenced, under current procedures, the Service is likely to treat the District as the "taxpayer," and the Owners of the Bonds would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Bonds, the District may have different or conflicting interests from the owners of the respective Bonds. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

Tax Accounting Treatment of Discount and Premium on Certain of the Bonds

The initial public offering price of certain of the Bonds (the "Discount Bonds") may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bond. The tax rules requiring inclusion in income annually by the holder of a debt instrument having original issue discount of the daily portion of original issue discount for each day during a taxable year in which such holder held such debt instrument is inapplicable to the Bonds. A portion of such original issue discount, allocable to the holding period of such Discount Bond by the initial purchaser, will, upon the disposition of such Discount Bond (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, and will be added to the holder's basis in the Discount Bond, for federal income tax purposes, on the same terms and conditions as those for other interest on the bonds described above under "TAX MATTERS." Such interest is considered to be accrued in accordance with the constant-yield-to-maturity method over the life of a Discount Bond taking into account the semiannual compounding of accrued interest at the yield to maturity on such Discount Bond, and generally will be allocated to an original purchaser in a different amount from the amount of the payment denominated as interest actually received by the original purchaser during the tax year.

However, such interest may be required to be taken into account in determining the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C

earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial Owner prior to maturity, the amount realized by such Owner in excess of the basis of such Discount Bond in the hands of such Owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bond was held) is includable in gross income.

Owners of Discount Bonds should consult with their own tax advisors with respect to the determination for federal income tax purposes of accrued interest upon disposition of Discount Bonds and with respect to the state and local tax consequences of owning Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial offering price of certain Bonds (the "Premium Bonds"), may be greater than the amount payable on such bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income purposes and with respect to the state and local tax consequences of owning Premium Bonds.

Form of Bond Counsel Opinion. The form of the proposed opinion of Bond Counsel relating to the Bonds is attached to this Official Statement as Appendix A.

LEGALITY FOR INVESTMENT

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors. Under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

RATING

Moody's Investors Service ("Moody's") has assigned its municipal bond rating of "____" to the Bonds. Such rating reflects only the views of Moody's and an explanation of the significance of such rating may be obtained as follows: Moody's at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, tel. (212) 553-0300. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

UNDERWRITING

Raymond James & Associates, Inc. has agreed to purchase the Bonds at the purchase price of $_____ (reflecting the principal amount of the Bonds of $_____ plus a net original issue premium in the amount of $_____less an Underwriter's discount in the amount of $_____), at the rates and yields shown on the inside cover hereof.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices or yields different from the initial public offering prices or yields stated on the inside cover page. The initial public offering prices or yields may be changed from time to time by the Underwriter.

NO LITIGATION

No litigation is pending concerning the validity of the Bonds, and the District's certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue the Bonds.

OTHER INFORMATION

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made such documents and reports for full and complete statements of the contents thereof. Copies of the Resolution and such other documents and reports referred to herein are available upon request from Cabrillo Unified School District, 498 Kelly Avenue, Half Moon Bay, California 94063

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

The execution and delivery of this Official Statement has been duly authorized by the District.

CABRILLO UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX A

FORM OF BOND COUNSEL OPINION

[Date of Delivery]

Board of Education
Cabrillo Unified School District
498 Kelly Avenue
Cabrillo Unified, California 94019

Re: $_____ Cabrillo Unified School District General Obligation Bonds, Election of 2018, Series A

Ladies and Gentlemen:

We have acted as bond counsel for Cabrillo Unified School District, County of San Mateo, State of California (the "District"), in connection with the issuance by the District of $_____ aggregate principal amount of the District's General Obligation Bonds, Election of 2018, Series A (the "Bonds"). The Bonds are issued pursuant to the Government Code of the State of California (commencing at Section 53506), as amended and that certain resolution adopted by the Board of Education of the District on _____, 2018 (the "Resolution"). All terms used herein and not otherwise defined shall have the meanings given to them in the Resolution.

As bond counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the District for the authorization and issuance of the Bonds, including the Resolution. Our services as such bond counsel were limited to an examination of such proceedings and to the rendering of the opinions set forth below. In this connection, we have also examined such certificates of public officials and officers of the District and the County as we have considered necessary for the purposes of this opinion.

Certain agreements, requirements and procedures contained or referred to in the Resolution and other relevant documents may be changed and certain actions (including, without limitation, defeasance of Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any effect on any Bond if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by any parties other than the District. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Resolution. We call attention to the fact that the rights and obligations under the Bonds

and the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors, rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the foregoing documents. We express no opinion and make no comment with respect to the sufficiency of the security for the marketability of the Bonds. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute valid and binding general obligations of the District, payable as to both principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount except for certain personal property which is taxable at limited rates.

2. The Resolution has been duly adopted and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.

3. It is further our opinion, based upon the foregoing, that pursuant to section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date hereof (the "Code"), and existing regulations, published rulings, and court decisions thereunder, and assuming continuing compliance with the provisions of the Resolution and in reliance upon representations and certifications of the District made in the Tax Certificate of even date herewith pertaining to the use, expenditure, and investment of the proceeds of the Bonds, when the Bonds are delivered to and paid for by the initial purchasers thereof, interest on the Bonds (1) will be excludable from the gross income, as defined in section 61 of the Code, of the owners thereof for federal income tax purposes, and (2) will not be included in computing the alternative minimum taxable income of the owners thereof. However, interest on the Bonds owned by a corporation (other than an S corporation, a regulated investment company, a real estate investment trust, or a real estate mortgage investment conduit) will be included in such corporation's adjusted current earnings for purposes of calculating the alternative minimum taxable income of such corporation for taxable years beginning prior to January 1, 2018.

4. In our opinion, under existing law, interest on the Bonds is exempt from personal income taxes of the State of California.

We express no opinion with respect to any federal, state, or local tax consequences under present law or any proposed legislation resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

Respectfully submitted,

Dannis Woliver Kelley

APPENDIX B

SELECTED INFORMATION REGARDING THE COUNTY OF SAN MATEO

The following information concerning the County of San Mateo is presented for information purposes only. The following information has been obtained from the sources referenced as of the dates indicated. These sources are believed to be reliable but the information is not guaranteed as to accuracy or completeness, and is not, and should not be construed as, a representation by the District or the Underwriter. The District comprises only a portion of the County of San Mateo and the Bonds are only payable from *ad valorem* property taxes levied on property in the District. The Bonds are not a debt or obligation of the County of San Mateo.

General

San Mateo County (the "County") is located on the California coast south of the City and County of San Francisco and north of Santa Clara County and west of the San Francisco Bay. The County is a major employment base, and is also accessible to the San Jose and Silicon Valley areas south via Interstate 280 or U.S. Highway 101.

Population

The following table summarizes the population of the County and the State in 1990, 2000, 2010 and from 2012 through 2018.

SAN MATEO COUNTY AND STATE OF CALIFORNIA
Population Estimates
(As of January 1)

Year	San Mateo County	State of California
1990[(1)]	649,623	29,758,213
2000[(1)]	707,163	33,873,086
2010	718,614	37,223,900
2012	735,256	37,881,357
2013	745,626	37,239,207
2014	752,145	38,567,459
2015	759,155	38,907,642
2016	765,895	39,189,035
2017	770,203	39,523,613
2018	774,155	39,809,693

[(1)] As of April 1.

Source: California Department of Finance.

Employment and Industry

The following table summarizes the civilian labor force, employment and unemployment in the County for the calendar years 2013 through 2017. These figures are county-wide statistics and may not necessarily accurately reflect employment trends in the District.

SAN MATEO COUNTY
Civilian Labor Force, Employment and Unemployment
(Annual Averages)

	2013	2014	2015	2016	2017
Civilian Labor Force [1]	419,100	429,400	442,000	448,600	452,300
Employment	397,100	411,400	427,000	435,200	440,200
Unemployment	22,000	18,100	15,000	13,400	12,100
Unemployment Rate	5.3%	4.2%	3.4%	3.0%	2.7%
Wage and Salary Employment: [2]					
Agriculture	1,700	1,800	1,800	1,800	1,700
Mining, Logging and Construction	16,800	19,300	23,100	18,100	18,800
Manufacturing	25,500	25,500	25,500	25,400	26,400
Wholesale Trade	11,200	11,600	12,100	12,100	11,600
Retail Trade	34,100	34,900	33,900	33,900	33,900
Transportation, Warehousing, Utilities	27,100	27,800	28,300	30,500	32,000
Information	23,800	26,300	28,100	31,600	33,000
Finance and Insurance	13,900	14,300	14,800	15,400	15,400
Real Estate and Rental and Leasing	6,300	6,300	6,800	7,100	6,800
Professional and Business Services	71,200	75,200	76,500	81,700	79,700
Educational and Health Services	40,500	43,000	44,300	45,000	45,500
Leisure and Hospitality	39,400	40,900	42,500	42,600	42,100
Other Services	13,400	13,900	14,000	13,900	13,500
Federal Government	3,600	3,700	3,800	3,800	3,800
State Government	600	600	600	600	600
Local Government	26,200	27,000	28,300	28,900	28,800
Total, All Industries [3]	355,300	371,900	384,100	392,300	393,600

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Major Employers

The following tables list the major employers within the County in 2018.

COUNTY OF SAN MATEO
Major Employers
2018
(Listed Alphabetically)

Employer Name	Industry
Customcare	Dentists
Electric Charging Station	Research Service
Electronic Arts Inc.	Game Designers
Fisher Investments	Investment Management
Forced Dump Debris Box Service	Garbage Collection
Franklin Templeton Investments	Investments
Genentech Inc.	Pharmaceutical Products
Gilead Sciences Inc.	Biological Products
Guckenheimer Inc.	Foodservice Management
Kaiser Permanente Medical Center	Hospitals
Kaiser Permanente South San Francisco	Hospitals
Lucile Packard Children's Hospital	Health Care Facilities
Mills-Peninsula Health Services	Health Care Management
Motif Inc.	Business Services
Oracle Corporation	Computer Software
San Francisco International Airport	Airports
San Mateo County Behavior	Government- County
San Mateo County Medical Center	Hospitals
SRI International Inc.	Research Service
Tectura Corp	Computers- System Designers
US Interior Department	Government Office- United States
Visa Inc.	Credit Card & Other Credit Plans
Visa International Service Association	Associations
Visa USA Inc.	Credit Card & Other Credit Plans

Source: America's Labor Market Information System (ALMIS) Employer Database, 2018 1st Edition.

Commercial Activity

A summary of historic taxable sales in the County through 2016 (the most recent data available) are shown in the following tables.

COUNTY OF SAN MATEO
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2010	11,340	$7,846,274	18,979	$11,966,338
2011	11,470	8,536,043	18,995	13,020,643
2012	11,748	9,277,144	19,189	13,906,978
2013	12,438	9,935,641	19,808	14,611,618
2014	12,673	10,278,717	19,999	15,298,434
2015	12,992	10,301,197	21,825	15,478,010
2016	12,966	10,394,055	21,899	15,658,573

Source: State Board of Equalization.

Construction Activity

Building activity for the calendar years 2013 through 2018 in the County is shown in the following tables.

COUNTY OF SAN MATEO
Building Permit Valuation
(Valuation in Thousands of Dollars)

	2013	2014	2015	2016	2017	2018[(1)]
Permit Valuation						
New Single-family	$292,893.4	$289,903.2	$374,275.5	$367,334.0	$338,186.5	$148,141.8
New Multi-family	151,019.5	168,859.5	259,181.0	252,560.4	210,996.5	166,344.7
Res. Alterations/Additions	299,830.5	348,231.2	408,011.2	$395,240.9	503,351.5	210,038.9
Total Residential	$743,743.4	$806,993.9	$1,041,467.7	$1,015,135.3	$1,052,534.5	$524,525.4
New Commercial	$165,578.7	$432,585.1	$427,063.7	$683,630.1	$1,063,427.0	$549,002.8
New Industrial	15,724.2	9,600.0	--	4,954.8	500.0	--
New Other	58,726.5	84,241.1	94,031.8	195,895.4	279,183.8	49,830.6
Com. Alterations/Additions	263,460.8	490,364.6	489,389.7	728,965.3	1,047,885.6	557,816.8
Total Nonresidential	$503,490.2	$1,016,790.8	$1,010,485.2	$1,613,445.6	$2,390,996.4	$1,156,650.3
New Dwelling Units						
Single Family	350	315	521	458	411	198
Multiple Family	840	1,302	1,386	1,319	1,169	774
TOTAL	1,190	1,617	1,907	1,777	1,580	972

(1) Year to date as of June 2018

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX C

CABRILLO UNIFIED SCHOOL DISTRICT
AUDITED FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDED JUNE 30, 2017

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") is executed and delivered by Cabrillo Unified School District (the "District") in connection with the execution and delivery of $_____ aggregate principal amount of the District's General Obligation Bonds, Election of 2018, Series A (the "Bonds"). The Bonds are being issued pursuant to a Resolution adopted by the Board of Education of the District on _____, 2018 (the "Resolution"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Resolution.

In consideration of the execution and delivery of the Bonds by the District and the purchase of such Bonds by the Underwriter described below, the District hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District for the benefit of the Bondholders and in order to assist Raymond James & Associates (the "Underwriter") in complying with Rule 15c2-12(b)(5) (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

SECTION 2. Additional Definitions. In addition to the above definitions and the definitions set forth in the Resolution, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 4 and 5 of this Disclosure Agreement.

"Bondholder" or "Holder" means any holder of the Bonds or any beneficial owner of the Bonds so long as they are immobilized with DTC.

"Dissemination Agent" shall mean any Dissemination Agent, or any alternate or successor Dissemination Agent, designated in writing by the Superintendent or Assistant Superintendent, Business Services (or otherwise by the District), which Agent has evidenced its acceptance in writing. Initially, and in the absence of the specific designation of a successor or alternate Dissemination Agent, the Dissemination Agent shall be Isom Advisors, A Division of Urban Futures, Inc.

"Listed Event" means any of the events listed in Section 6 of this Disclosure Agreement.

"Material Events Disclosure" means dissemination of a notice of a Listed Event as set forth in Section 6.

"MSRB" shall mean the Municipal Securities Rulemaking Board, through its electronic municipal market access system, which can be found at http://emma.msrb.org/, or any repository of disclosure information that may be designated by the Securities and Exchange Commission for purposes of the Rule.

SECTION 3. CUSIP Numbers and Final Official Statement. The CUSIP Numbers for the Bonds have been assigned. The Final Official Statement relating to the Bonds is dated ____, 2018 ("Final Official Statement").

SECTION 4. Provision of Annual Reports.

(a) The District shall cause the Dissemination Agent, not later than 9 months after the end of the District's fiscal year (currently ending June 30), commencing with the report for the fiscal year ending June 30, 2018, to provide to the MSRB an Annual Report which is consistent with the requirements of Section 5 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Disclosure Agreement; provided that the audited financial statements of the District may be submitted, when and if available, separately from the balance of the relevant Annual Report.

(b) If the District is unable to provide to the MSRB an Annual Report by the date required in paragraph (a) above, the District shall send a notice in a timely manner to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine the name and address of the MSRB each year prior to the date established hereunder for providing the Annual Report; and

(ii) if the Dissemination Agent is other than the District or an official of the District, the Dissemination Agent shall file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 5. Content of Annual Report. The District's Annual Report shall contain or incorporate by reference the following:

(a) Financial information including the general purpose financial statements of the District for the preceding fiscal year, prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants. If audited financial information is not available by the time the Annual Report is required to be filed pursuant to Section 4(a) hereof, the financial information included in the Annual Report may be unaudited, and the District will provide audited financial information to the MSRB as soon as practical after it has been made available to the District.

(b) Operating data, including the following information with respect to the District's preceding fiscal year (to the extent not included in the audited financial statements described in paragraph (a) above):

(i) the average daily attendance in District schools on an aggregate basis for the preceding fiscal year;

(ii) pension plan contributions made by the District for the preceding fiscal year;

(iii) aggregate principal amount of short-term borrowings, lease obligations and other long-term borrowings of the District as of the end of the preceding fiscal year;

(iv) description of amount of general fund revenues and expenditures which have been budgeted for the current fiscal year, together with audited actual budget figures for the preceding fiscal year;

(v) property tax collection delinquencies for the District, for the most recently completed Fiscal Year, if the District is no longer a participant in the County's Teeter Plan; and

(vi) current fiscal year assessed valuation of taxable properties in the District, including assessed valuation of the top ten properties.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to the MSRB or to the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each other document so incorporated by reference.

SECTION 6. Reporting of Significant Events.

(a) The District agrees to provide or cause to be provided to the MSRB, in readable PDF or other electronic format as prescribed by the MSRB, notice of the occurrence of any of the following events with respect to the Bonds not later than ten (10) Business Days after the occurrence of the event:

(i) Principal and interest payment delinquencies.

(ii) Unscheduled draws on any debt service reserves reflecting financial difficulties.

(iii) Unscheduled draws on any credit enhancements reflecting financial difficulties.

(iv) Substitution of or failure to perform by any credit provider.

(v) Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);

(vi) Tender Offers;

(vii) Defeasances;

(viii) Rating changes; or

(ix) Bankruptcy, insolvency, receivership or similar event of the obligated person.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, not later than ten (10) Business Days after the occurrence of the event:

(i) Unless described in paragraph 6(a)(v) hereof, adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(ii) Modifications of rights to Bondholders;

(iii) Optional, unscheduled or contingent Bond calls;

(iv) Release, substitution or sale of property securing repayment of the Bonds;

(v) Non-payment related defaults;

(vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or

(vii) Appointment of a successor or additional Paying Agent or the change of name of a Paying Agent.

(c) The District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 4 hereof, as provided in Section 4(b) hereof.

(d) Whenever the District obtains knowledge of the occurrence of a Listed Event described in Section 6(a) hereof, or determines that knowledge of a Listed Event described in Section 6(b) hereof would be material under applicable federal securities laws, the District shall within ten (10) Business Days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsection (b)(iii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

SECTION 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Agreement shall terminate when the District is no longer an obligated person with respect to the Bonds, as provided in the Rule, upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 8. Dissemination Agent. The Superintendent may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist in carrying out the District's obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

The Dissemination Agent shall be entitled to the protections, limitations from liability, immunities and indemnities provided to the Paying Agent as set forth in the Resolution which are incorporated by reference herein. The Dissemination Agent agrees to perform only those duties of the Dissemination Agent specifically set forth in the Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Dissemination Agent.

The Dissemination Agent shall have no duty or obligation to review the Annual Report nor shall the Dissemination Agent be responsible for filing any Annual Report not provided to it by the District in a timely manner in a form suitable for filing. In accepting the appointment under this Agreement, the Dissemination Agent is not acting in a fiduciary capacity to the registered holders or beneficial owners of the Bonds, the District, or any other party or person.

The Dissemination Agent may consult with counsel of its choice and shall be protected in any action taken or not taken by it in accordance with the advice or opinion of such counsel. No provision of this Agreement shall require the Dissemination Agent to risk or advance or expend its own funds or incur any financial liability. The Dissemination Agent shall have the right to resign from its duties as Dissemination Agent under this Agreement upon thirty days' written notice to the District. The Dissemination Agent shall be entitled to compensation for its services as Dissemination Agent and reimbursement for its out-of-pocket expenses, attorney's fees, costs and advances made or incurred in the performance of its duties under this Agreement in accordance with its written fee schedule provided to the District, as such fee schedule may be amended from time to time in writing. The District agrees to indemnify and hold the Dissemination Agent harmless from and against any cost, claim, expense, cost or liability related to or arising from the acceptance of and performance of the duties of the Dissemination Agent hereunder, provided the Dissemination Agent shall not be indemnified to the extent of its willful misconduct or negligence. The obligations of the District under this Section shall survive the termination or discharge of this Agreement and the Bonds.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the District may amend this Disclosure Agreement under the following conditions, provided no amendment to this Agreement shall be made that affects the rights, duties or obligations of the Dissemination Agent without its written consent:

(a) The amendment may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person, or type of business conducted;

(b) This Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Holders, as determined either by parties unaffiliated with the District or another obligated person (such as the Bond Counsel) or by the written approval of the Bondholders; provided, that the Annual Report containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

SECTION 10. Additional Information. If the District chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or to include it in any future disclosure or notice of occurrence of a Designated Material Event.

Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Designated Material Event, in addition to that which is required by this Disclosure Agreement.

SECTION 11. Default. The District shall give notice to the MSRB of any failure to provide the Annual Report when the same is due hereunder, which notice shall be given prior to July 1 of that year. In the event of a failure of the District to comply with any provision of this Disclosure Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or

specific performance by court order, to cause the District to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the District to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Disclosure Agreement shall be governed by the laws of the State, applicable to contracts made and performed in such State.

Dated: _____, 2018

CABRILLO UNIFIED SCHOOL DISTRICT

By:_____
Superintendent

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Cabrillo Unified School District

Name of Issue: $_____ General Obligation Bonds, Election of 2018, Series A

Date of Issuance: _____, 2018

NOTICE IS HEREBY GIVEN that the above-named Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 4(a) of the Continuing Disclosure Agreement dated _____, 2018. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

[ISSUER/DISSEMINATION AGENT]

By:_____

APPENDIX E

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) prepayment or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedure" of DTC to be followed in dealing with DTC Participants are on file with DTC.

General

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. *The foregoing internet addresses are included for reference only, and the information on these internet sites is not incorporated by reference herein.*

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect

Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District (or the Paying Agent on behalf thereof) as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository).Discontinuance of use of the system of book-entry transfers through DTC may require the approval of DTC Participants under DTC's operational arrangements. In that event, printed certificates for the Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

Discontinuation of Book-Entry Only System; Payment to Beneficial Owners

In the event that the book-entry system described above is no longer used with respect to the Bonds, the following provisions will govern the payment, transfer and exchange of the Bonds.

The principal of the Bonds and any premium and interest upon the redemption thereof prior to the maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the office of the Paying Agent, initially located in San Francisco, California. Interest on the Bonds will be paid by the Paying Agent by check or draft mailed to the person whose name appears on the registration books of the Paying Agent as the registered owner, and to that person's address appearing on the registration books as of the close of business on the Record Date. At the written request of any registered owner of at least $1,000,000 in aggregate principal, payments shall be wired to a bank and account number on file with the Paying Agent as of the Record Date.

Any Bond may be exchanged for Bonds of any authorized denomination upon presentation and surrender at the office of the Paying Agent, initially located in San Francisco, California, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred only on the Bond registration books upon presentation and surrender of the Bond at such office of the Paying Agent together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Neither the District nor the Paying Agent will be required to exchange or transfer any Bond during the period from the Record Date through the next Interest Payment Date.

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 15.f

BOARD AGENDA ITEM: Adopt Resolution No. 21-18 Appointing Measure S Citizen's Bond Oversight Committee to Oversee Measure M Bond Program

DEPARTMENT: Governing Board

CONTACT PERSON: Jane Yuster, Superintendent

BACKGROUND INFORMATION:

In early July, the District received a letter formally certifying the results of the June 5, 2018 Statewide Primary Election—including confirmation of the passage of Measure M— from San Mateo County Chief Elections Officer Mark Church. One of the legal actions that the Board must do within 60 days is to appoint a Citizens' Oversight Committee (COC) pursuant to the provisions and requirements of Proposition 39—the legislation that established a fifty-five percent threshold for certain kinds of bond measures.

The District formed a COC after the Measure S election. This COC does and will continue to exist until all Measure S proceeds have been spent. Because expenditures of Measure S and Measure M proceeds will overlap for a period of time, it is in the best interest of the District and most administratively efficient to consolidate oversight of both Measure S and Measure M into the existing COC and to appoint the existing members of the Measure S COC to act as the COC for both Measure S and Measure M, and to amend all governing documents accordingly.

REPORT/PROPOSAL:

A copy of proposed Resolution No. 21-18 is attached for Board review and consideration of action.

FINANCIAL IMPACT:

There is financial impact to the General Fund.

RECOMMENDATION:

Adopt Resolution No. 21-18 appointing Measure S Citizen's Bond Oversight Committee to Oversee Measure M Bond Program.

CABRILLO UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 21-18

RESOLUTION OF THE BOARD OF EDUCATION OF CABRILLO UNIFIED SCHOOL DISTRICT APPOINTING MEASURE S CITIZEN'S BOND OVERSIGHT COMMITTEE TO OVERSEE MEASURE M BOND PROGRAM

WHEREAS, the Cabrillo Unified School District ("District") is a public school district organized and operated relative to the laws of the State of California ("State"); and

WHEREAS, on June 5, 2012 the issuance of not to exceed $81 million aggregate principal amount of general obligation bonds of the District was authorized by the electorate with the passage of Measure S, which authorization was thereafter canvassed and certified as required by law; and

WHEREAS, on June 5, 2018, the issuance of not to exceed $99 million aggregate principal amount of general obligation bonds of the District was authorized by the electorate with the passage of Measure M, which authorization was thereafter canvassed and certified as required by law; and

WHEREAS, applicable provisions of the State Education Code require, upon certain terms and conditions, the formation and appointment of a Citizens' Oversight Committee ("COC") for certain purposes relative to general obligation bonds approved pursuant to the provisions and requirements of Proposition 39, the provisions of which apply to both Measure S and Measure M; and

WHEREAS, the District formed a COC after the Measure S election, which COC does and will continue to exist until all Measure S proceeds have been spent; and

WHEREAS, because expenditure of Measure S and Measure M proceeds will overlap for a period of time, the Board of Education of the District ("Board") finds that it is in the best interest of the District and most administratively efficient to consolidate oversight of both Measure S and Measure M into the existing COC, the appoint the existing members of the Measure S COC to act as the COC for both Measure S and Measure M, and to amend all governing documents accordingly, if any; and

WHEREAS, the Board in addition wishes to direct the Superintendent to seek applicants interested in serving on the joint COC in accordance with its policies and procedures and to fill all current vacancies.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE CABRILLO UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are hereby incorporated by this reference.

Section 2. The Board hereby directs the consolidation of oversight over Measure S and Measure M bond proceeds into a single COC, and hereby appoints all the existing members of the Measure S COC to serve on the joint COC. All Board policies and regulations shall be amended by the Superintendent in accordance with this determination, if and as needed.
Upon the conclusion of expenditures of Measure S, the COC shall cease its activities relative to Measure S but shall continue as the Measure M COC without further action of the Board.

Section 3. The Board hereby authorizes the Superintendent, or the Superintendent's designee, to advertise for and solicit candidates for consideration of appointment or re-appointment and to fill all current vacancies on the COC. Candidates recommended for re-appointment and new appointment to the COC shall be brought forward to the Board for approval.

Section 4. The purpose of the COC shall be to actively review and inform the public regarding the expenditure of Measure S and Measure M proceeds, in accordance with the law and as described in Board policy and regulation.

Section 5. The provisions and terms of this Resolution shall be effective upon adoption.

PASSED AND ADOPTED Resolution No 21-18 on this day, September 13, 2018, by The Governing Board of Cabrillo Unified School District with the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED:

_____
Rob Pappalardo, Board President
Cabrillo Unified School District

Attest:

_____
Kimberly Hines, Board Clerk
Cabrillo Unified School District

Cabrillo Unified School District

Bond Measure Citizens' Oversight Committee Bylaws
Measure S (2012)
Measure M (2018)

1.0 Preamble

For school bonds passed pursuant to Article 13A, Section 1(b)(3) of the California Constitution, which allows a 55% majority to pass the bond, the Cabrillo Unified School District's ("District") Governing Board ("Board") is required by section 15278 of the California Education Code to appoint an independent Citizens' Oversight Committee ("Committee"). Per section 15282 of the Education Code, the Committee must have at least seven (7) members and represent specific segments of the community. These Bylaws of the Board provide detail for the Board's expectation with regard to the operation of the Bond Measure Citizen's Oversight Committee.

2.0 Purpose and Duties

2.1 Purpose

The purpose of the Committee is to inform the public concerning the expenditure and uses of the bond measure ("Measure") revenues from Measure S, passed on June 5, 2012 and Measure M, passed on June 5, 2018. During the period of time during which proceeds are being expended from both Measures, the Committee shall oversee expenditure from both Measures. Once funds from Measure S have been spent, the Committee shall continue to oversee the expenditure of Measure M revenues until Measure M revenues are fully spent.

The Committee's legal charge is to actively review and report on the expenditure of taxpayer money for school construction in accordance with voter approved projects. The Committee shall convene to provide oversight of the following:

A. Measure revenues are to be expended only for bonded indebtedness incurred by the District for the construction, reconstruction, rehabilitation or replacement of school facilities, or the acquisition or lease of real property for school facilities. All of the following accountability requirements apply:

   1. A requirement that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIIIA, Section 1(b)(3), and not for any other purpose, including teacher and administrator salaries and other school operating expenses, except as provided for in Section 2.1.B below.

   2. A list of the specific school facilities projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list.

   3. A requirement that the Board conduct an annual independent performance audit to ensure that the funds have been expended only on the specific projects listed.

   4. A requirement that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects.

B. The District may use proceeds from the Measures to pay the salaries of District employees to the extent they perform administrative oversight work on construction projects authorized by the Measures.[1]

2.2 Duties

Committee members are expected to attend its regularly scheduled meetings, diligently review all pertinent information provided to the Committee pursuant to state laws, and abide by all rules of conduct established in these Bylaws. In furtherance of its purpose the Committee shall, at its discretion, engage in the following activities:

A. Receive and review copies of the annual performance audits required by Article 13A, section I, subdivision (b)(3)(C) of the California Constitution.

B. Receive and review the annual financial audits required by Article 13A, section I, subdivision (b)(3)(D) of the California Constitution.

C. Inspect school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements of Article 13A, section 1, subdivision (b)(3) of the California Constitution.

D. Review the District's efforts to maximize the use of bond revenues by implementing cost saving measures including, but not limited to the following, and have these efforts reviewed in the annual independent performance audit:

    1. Mechanisms designed to reduce the costs of professional fees;

    2. Mechanisms designed to reduce the cost of site preparation;

    3. Mechanisms designed to reduce costs by incorporating efficiencies in school site design;

    4. Recommendations regarding the joint use of core facilities;

    5. Recommendations regarding the use of cost-effective and efficient reusable facility plans.

3.0 Committee Composition

The Board shall have sole discretion to select and appoint Committee members and to determine its final size. The Committee shall consist of at least seven (7) members, including the following community representation:

A. One member shall, at the time of appointment, be active in a business organization representing the business community of the District;

B. One member shall, at the time of appointment, be active in a senior citizens organization, which may be a local, regional, statewide, or national organization;

[1] The California Court of Appeal has concluded that certain kinds of salary expenditures and other bond-related costs could permissibly be paid from bond proceeds.

C. One member shall, at the time of appointment, be active in a bona fide taxpayers organization, which may be a local, regional, statewide, or national organization;

D. One member shall, at the time of appointment, be the parent or guardian of a child currently enrolled in a school of the District;

E. One member shall, at the time of appointment, be both a parent or guardian of a child currently enrolled in a school of the District and be an active member in a District parent-teacher organization, such as the PTA or a school site council.

A single individual may be appointed as a representative of more than one of the above categories, if applicable.

3.1 Eligibility

A. The Committee shall be comprised of individuals who either live or work within the boundaries of the District.

B. No employee, official, vendor, contractor, or consultant of the District shall be appointed to the Committee.

C. Committee members shall be subject to prohibitions regarding incompatibility of office pursuant to Government Code sections 1125-1129 and financial interest in contracts pursuant to Government Code sections 1090-1098.

3.2 Term of Service

A. Committee members serve without compensation for a term of two (2) years, and for no more than three (3) consecutive terms.

B. Appointed Committee members shall be seated at the first meeting of each odd-numbered year, except those appointed to replace vacancies.

C. After appointment to a two-year term, Committee members who wish to be appointed for a second or third two-year term shall reapply to the Board for consideration. Members who serve three (3) two-year terms may be reappointed following a two-year absence from the Committee.

3.3 Replacing a Committee Member

A. If a Committee position becomes vacant, the Committee Chair shall request that the Board appoint a replacement. Unless failure to act results in the inability to meet a Committee quorum, if six months or less remain of the unexpired two-year term, the Board may choose to leave that position vacant for the remainder of the term.

B. Any Committee member may request that the removal of another Committee member be placed on the agenda for the Committee's next meeting, and may, at that meeting, introduce a motion to remove said member from the Committee for excessive absence or for any violation of the Committee's Bylaws or Ethics Policy. Specific cause must be cited in the meeting agenda and motion for removal.

C. A replacement Committee member may be appointed by the Board if one or more of the following events occurs:

1. The Committee member submits a written resignation to the Board, with a copy to the Committee Chair;

2. The Committee approves a motion to remove a member for cause, including non-attendance at meetings (ref: Section 5.9 below), violating these Bylaws, and/or violating the Committee's Ethics Policy. A motion to remove a member shall be approved by an affirmative vote of not less than two-thirds of the members present at a Committee meeting, a quorum being present. The motion and its result shall be communicated in writing to the member under consideration and to the Board President within one week after the meeting that the motion was approved. Removal shall be effective immediately upon passing the motion.

D. Within sixty (60) days of being notified of a Committee vacancy, the Board shall appoint a new member to complete the term of the vacancy, following the process used to select the original Committee members.

E. Committee members appointed to fill vacant, unexpired terms may apply and shall be eligible for reappointment for up to two (2) succeeding full two-year terms.

F. A Committee member who no longer serves the group s/he was appointed to represent (e.g., ceases to be active within a taxpayers organization, or ceases to have a child enrolled in the District, etc.) shall be allowed to complete her/his current term. However, that Committee member shall not be entitled to serve a subsequent term as a representative of that group.

4.0 Committee Officers

Officers of the Committee shall be a Chair, a Vice-Chair, and a Secretary. The Committee may choose to establish other elected positions by amending these Bylaws.

4.1 Elections

At its first meeting in odd-numbered years, the Committee shall place into nomination and elect a Chair, a Vice-Chair, and a Secretary. If the Committee amends these Bylaws to establish other elected positions, their election shall take place at the same meeting as the elections of the Chair, Vice-Chair and Secretary.

4.2 Term of Office

Officers shall be elected for a two-year term and shall not be term-limited except for the limit on the terms of Committee members set forth in Section 3.2 above.

4.3 Duties of the Chair

A. The Chair shall call Committee meetings (ref: Sections 5.0 and 5.1 below).

B. The Chair shall establish the agenda for each Committee meeting.

C. The Chair shall preside over each Committee meeting, following the adopted Rules of Procedure (ref: Section 5.5 below).

D. The Chair shall, upon willing concurrence of candidates, appoint the members of each Subcommittee that the Committee chooses to form (ref: Section 7.0, 7.1, and 7.2 below).

E. The Chair, or her/his Committee-approved designee, shall serve as spokesperson for the Committee in all presentations of the Committee to the public, the Board and the media (ref: Section 6.0.A and 6.0.B below).

F. The Chair is an ex-officio member of all Subcommittees.

G. The Chair may appoint a Parliamentarian to assist in complying with Robert's Rules of Order during Committee meetings (ref: Section 5.5 below).

4.4 Duties of the Vice-Chair

The Vice-Chair shall perform each of the duties of the Chair as necessary in the absence of the Chair.

4.5 Duties of the Secretary

A. Subject to review by the Chair before publishing, the Secretary shall provide oversight in the preparation, recording, and distribution by District-provided secretarial support of the following documents in accordance with the Brown Act:

1. Committee meeting agendas;

2. All reports, materials, and meeting packets as required by or addressed to the Committee;

3. The minutes of Committee meetings (ref: Section 5.8 below);

4. All written material submitted by the public during Committee meetings;

5. All official correspondence addressed to the Committee;

6. Reports adopted by the Committee:

7. Committee attendance records (ref: Section 5.9.B, below).

B. The Secretary shall take and record roll at the beginning of each Committee meeting to determine the existence of a quorum. If a quorum ceases to exist during a meeting, the Secretary shall immediately inform the Chair.

4.6 Succession

The Vice-Chair shall accede to Chair when a vacancy occurs in that office. In the event of a vacancy in the office of Vice-Chair or Secretary, the position shall be filled by election, placed on the agenda at the next regular Committee meeting.

5.0 Meetings

All Committee meetings subject to the Brown Act shall be held in a handicapped-accessible facility at a District facility. The Committee shall meet at least four times each year.

5.1 Calling Meetings

Committee meetings may be scheduled on a regular basis by majority vote of the Committee. In addition, special meetings may be called by the Chair or Vice Chair, or by any group of Committee members whose number represents a quorum. All Committee meetings shall be arranged through the District-appointed Secretary and be noticed in accordance with the Brown Act.

5.2 Agendas

A. Agendas for regular Committee meetings shall be prepared by its Chair (ref: Section 4.3.B above).

B. Any member of the Committee may submit a request for placing an item on a future agenda.

5.3 Quorum

Actions may be undertaken at a meeting only if a quorum of seated members is present. A quorum is established when greater than half of the seated members are present. “Seated members” means the number of members set by the Board, less any who have resigned or been removed.

5.4 Committee Voting

Unless otherwise specified in these Bylaws (ref: 3.3.C.2 and 6.0.B), an action item on the agenda may be approved by a simple majority of Committee members in attendance, a quorum being present (ref: 5.3).

5.5 Rules of Procedure

Meetings shall be conducted with courtesy and decorum and in accordance with Robert's Rules of Order.

5.6 California's Open Meeting Law

All meetings of the Committee shall be open to the public and shall be noticed and conducted in strict compliance with the Ralph M. Brown Act.

5.7 Public Participation

Members of the audience will be given an opportunity to address the Committee. The Chair will recognize those members of the audience who wish to address the Committee. The Committee reserves the right to limit the time of presentations by individuals (three minutes) and to limit cumulative time (twenty minutes) when there are multiple speakers addressing the same issue. No action may be taken on matters not on the agenda.

5.8 Minutes

Minutes of Committee proceedings and reports issued shall be a matter of public record and, upon Committee approval, the District shall make them available on the Committee's page of the District's internet website. Minutes of Committee meetings and annual reports shall be kept for seven years from the conclusion of the work authorized by the Measure, and once they have been removed from the website shall be available for inspection at the District office upon the request of a member of the public.

The District shall provide secretarial services to assist the Committee Secretary in preparation, distribution, and posting of minutes for all Committee meetings (ref: Section 4.5 above). Minutes distributed before adoption by the Committee shall always be labeled "Unadopted Minutes."

5.9 Attendance

Regular attendance at Committee and applicable Subcommittee meetings is a fundamental obligation of every member of the Committee. Absences are disruptive to Committee activity and representation. Failure to attend two consecutive meetings without acceptable reason announced in advance shall constitute due cause for member removal (ref: Section 3.3.C).

A. Members anticipating an absence must call or email the Committee Chair or Secretary no later than 24 hours before the scheduled meeting.

B. Committee attendance reports shall be distributed upon request by the Chair.

6.0 Committee Reports

A. The Committee shall prepare regular reports on its activities. A report shall be issued at least once each year. Upon completion of all projects authorized by each Measure, the Committee Chair shall prepare or cause to be prepared a final written report summarizing its activities and conclusions.

B. The Committee's legal charge is to actively review and report on the expenditure of taxpayer money for school construction (Section 1.1, above) from both Measure S and Measure M. All such reports, written and/or oral, that represent the Committee's position must proceed from Committee review, be duly approved as to substance by an affirmative roll call vote of not less than two-thirds of the members present at a Committee meeting, a quorum being present, and be faithfully articulated to the public only by the Committee Chair or an approved designee (ref: Section 4.3.E, above).

C. Reports of minority viewpoints shall be allowed. All such reports, written and/or oral, that represent the minority position must be reviewed, be duly approved as to substance without prejudice by a vote of the Committee, and be faithfully articulated to the public only by a designated minority spokesperson. To avoid the need for minority reports, and to maximize

the working relationships on and public confidence in the Committee, all due diligence should be pursued to resolve divisive issues during the review process, thereby attaining fullest possible Committee support for the content of public reports.

D. Any member of the Committee may speak as an individual on Measure issues, but must clearly state for the record that such statements are their own personal views which do not necessarily represent those of the Committee or the District.

7.0 Subcommittees

The Committee may, on majority vote, form or disband Subcommittees (standing or ad hoc) to perform specific parts of its purpose and duties, such as performing audits and issuing reports. The Chair shall appoint all Subcommittee members. Subcommittees shall elect their own chairs. Subcommittee meetings may proceed only when a quorum is present, a quorum being defined as a simple majority of the seated Subcommittee members. Subcommittee chairs shall be responsible for calling its meetings, preparing its agendas, noticing its members, and delivering timely reports of Subcommittee actions to the Committee. Subcommittee meetings shall be conducted in accordance with the adopted Rules of Procedure (ref: Section 5.5 above).

7.1 Standing Subcommittees

A standing Subcommittee undertakes ongoing duties in preparation for deliberation by the Committee. All standing Subcommittees must fully comply with the Brown Act, irrespective of their number of members. Membership can include any number up to the full membership of the Committee.

7.2 Ad Hoc Subcommittees

Ad hoc Subcommittees are temporary in nature. They may be formed to undertake specific, one-time duties in preparation for deliberation by the Committee. An ad hoc Subcommittee shall be automatically disbanded upon acceptance of its final report to the Committee. Membership on an ad hoc Subcommittee shall normally be limited to less than a quorum of the Committee. If thus limited, an ad hoc Subcommittee meeting need not comply with Brown Act noticing.

8.0 Amendment

These Bylaws may be amended by majority vote of the Board at any regular meeting at which said amendment is placed on the agenda and a quorum is present, after consultation with the Committee Chair. The Committee may also request amendments to the Bylaws by filing such a request with the District Superintendent for consideration. The Board shall in good faith consider such requests, but is not required to accept amendments requested by the COC. All amendments shall be consistent with governing law regarding independent citizen's oversight committees.

9.0 Liability Insurance

In acting within its official capacity as defined in these Bylaws, Committee members shall be covered by the District's liability insurance. In no event shall anything herein contained be construed as authorizing the District to insure any such officers or Committee members against any liability or expense by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of their office.

CABRILLO UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

BOARD MEETING DATE: September 13, 2018

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

BOARD AGENDA NUMBER: 15.g

BOARD AGENDA ITEM: Approve a Contract with TBWBH Strategies to Assess the Feasibility to Pursue a Renewal of the Existing Parcel Tax

DEPARTMENT: Superintendent/Governing Board

CONTACT PERSON: Jane Yuster, Superintendent

BACKGROUND INFORMATION:

On June 3, 2014, the voters within the Cabrillo Unified School District approved Measure B, a parcel tax measure to augment the District budget and preserve valued programs and services. The parcel tax expires at the end of the 2019-2020 school year. TBWBH Strategies partnered with the District to pass Measure B.

REPORT/PROPOSAL:

TBWBH Strategies has demonstrated their effectiveness in assisting in the passage of Measures B. The District is considering whether to not to pursue the renewal of the parcel tax. TBWBH Strategies would be of immense assistance in determining the feasibility of asking the voters to approve the renewal of Measure B. This agreement would provide the feasibility study to inform the Governing Board whether or not to pursue the renewal of the parcel tax.

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. The cost of conducting the polling survey is $26,500.

RECOMMENDATION:

Approve a contract with TBWBH Strategies to assess the feasibility to renew the existing parcel tax Measure B.

MANAGEMENT CONSULTING AGREEMENT

THIS MANAGEMENT CONSULTING AGREEMENT ("Agreement") is made effective as of August 1, 2018 (the "Effective Date") by and between Cabrillo Unified School District ("Client") and TERRIS BARNES WALTERS BOIGON HEATH, INC., a California Corporation ("TBWBH").

RECITALS

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

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

C. Client desires that TBWBH provide certain consulting services to Client with respect to a Measure related to determining feasibility of a revenue 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 TBWBH. Client hereby engages TBWBH to perform the following services (collectively, "Services"):

   a. Phase 1 Feasibility Assessment. TBWBH shall perform any of the following services as needed to assess the electoral feasibility of the Measure for Client:

      1) Develop potential Measure scenarios to meet the District's facility funding needs to be tested in polling;
      2) TBWBH shall supervise creation of new scientific survey of registered voters, to be conducted by EMC Research ("Pollster"), including recommending draft language for questions and taking an active role in questionnaire development, targeting and related matters;
      3) Collaborate with a Pollster to design, conduct and analyze an opinion survey of voters in the District to assess the electoral feasibility of a Measure;
      4) TBWBH shall ensure that Pollster's survey is created and conducted in a timely manner;
      5) Analyze voters in the District and how they break into key sub-groups by age, ethnicity, political party, length of residency, parents and other key criteria;
      6) Analyze past election results in the District and region to understand voter turnout trends and other relevant voting patterns;
      7) Research other local tax proposals that may be heading to an upcoming ballot that could compete with Client's Measure;optimal

election date, bond amount, tax rate and other important ballot measure features; and

9) Client shall own all polling data from the scientific survey of registered voters;

d. Employment of Additional Personnel. In connection with the consulting services to be provided under this Agreement, TBWBH shall utilize its own employees and retain third party vendors pursuant to Section 3.b. TBWBH shall not be required to employ any additional personnel to assist TBWBH in the performance of TBWBH's duties. TBWBH may recommend that Client hire additional personnel to assist TBWBH. 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 TBWBH. The foregoing shall not limit TBWBH'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. Either September 30, 2018, or the presentation of the polling results to the Board of Trustees by the pollster and TBWBH, whichever comes first.

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 TBWBH at any time for non-payment of any amount owed to TBWBH under Section 3.

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

a. Base Consulting Fee. TBWBH 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. Polling Fee: In addition to the Base Consulting Fee, TBWBH shall be paid $26,500 for the voter survey by Pollster, within 30 days of receipt of invoice. Fifty percent (50%) of the fee will be billed once the project kick off meeting has been held or the Pollster has been working on the questionnaire (whichever comes first), with the payment due once the questionnaire has been finalized and the survey is in the field. The remaining fifty percent (50%) is due upon the District's receipt of the topline report. This all-inclusive fee includes the option for an internet/telephone voter survey as well as all hours, meetings, travel, conference calls and other work as it relates to designing and conducting a voter survey, including presenting final results and recommendations to the Board.goods and services shall be purchased or rented from TBWBH 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 TBWBH.

TBWBH 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 TBWBH, or to the third-party vendor at the discretion of TBWBH.

d. Reimbursement of Expenses. Client shall reimburse TBWBH for expenses incurred by TBWBH 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. TBWBH shall submit a report of actual expenses, and within thirty (30) days thereafter, Client shall reimburse TBWBH 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 TBWBH 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.
have the authority to approve any single expenditure in excess of $1000.
TBWBH 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. TBWBH 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 TBWBH 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 TBWBH the following.

   a. Base Consulting Fee. Client shall pay TBWBH 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 TBWBH on the termination date all amounts advanced by TBWBH 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 TBWBH and any cancellation fees charged by such third-party vendors.

   c. Reimbursement of Expenses. Within thirty (30) days after termination of this Agreement, TBWBH shall submit a final accounting of TBWBH's expenses pursuant to Section 3.c, and within ten (10) days thereafter, Client shall pay TBWBH 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 TBWBH and may be treated and dealt with by TBWBH 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 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 TBWBH's request, shall execute such documents and instruments as TBWBH shall reasonably request as necessary to confirm and vest title to such Developments in TBWBH under any applicable law.

   b. TBWBH 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 TBWBH under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Client acknowledges that TBWBH 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 TBWBH, or cause TBWBH to be responsible in any manner for the debts and obligations of Client.

12. Limited Warranty. TBWBH warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. TBWBH makes no warranty, express or implied, concerning the results of the Services, including, without limitation, the success of the Measure. TBWBH 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 TBWBH, which consent may be withheld in TBWBH's sole and absolute discretion. Any attempted assignment or delegation in violation of this provision is void and will entitle TBWBH to terminate this Agreement.
not engage any other person or entity to perform any acts or services to be performed by TBWBH under this Agreement without the prior written approval of TBWBH. TBWBH'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.

TBWBH STRATEGIES	**CLIENT**
By: _____	By: _____
Name: Joy P. Tatarka	Name: _____
Title: Partner	Title: _____
Address for Notices: 400 Montgomery Street, Suite 700 San Francisco, CA 94104 Facsimile: 415.291.0724	Address for Notices: 498 Kelly Ave Half Moon Bay, CA 94019 Facsimile: _____

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: September 13, 2018

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

BOARD AGENDA NUMBER: 15.h

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
Joy Dardenelle, Assistant Superintendent, Curriculum and Instruction
Dr. Holly Wade, Assistant Superintendent of Educational Support Services
Crystal Leach, Chief Business Official

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 action. 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, BP 0410, BP 3514.1, BP 3516, BP 4158, 5145.3, 5145.9, BP 6020, BP 6153, and BP 6170.1 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 laws and/or additional CSBA suggested wordsmithing that could be considered for adoption under action items. These policies are included in the 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
September 2018
Page 1 of 2

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made.

BP 0410 - Nondiscrimination in District Programs and Activities
(BP revised)

Policy updated to reflect **NEW LAW (AB 699)** which (1) adds immigration status to the categories of characteristics that are protected against discrimination, (2) requires parent/guardian notification of their child's right to a free public education regardless of immigration status or religious beliefs, and (3) mandates that districts adopt policy consistent with a model policy developed by the California Attorney General, which includes a statement regarding equitable services. Policy also reflects provisions of the Attorney General's model policy and **NEW LAW (SB 31)** which prohibit districts from compiling or assisting in the compilation of a registry based on immigration status, religion, or other specified characteristics.

BP 3514.1 - Hazardous Substances
(BP revised)

Policy updated to reflect legal requirements regarding toxic art and craft supplies, formerly in BP 6161.3 - Toxic Art Supplies.

BP/AR 3516 - Emergencies and Disaster Preparedness Plan
(BP/AR revised)

Policy expands paragraph on the involvement of staff and community groups in plan development, consistent with U.S. Department of Education recommendation. Policy also adds training on staff responsibilities in an emergency or disaster, clarifies staff's legal obligation to serve as disaster service workers, and clarifies that board members are not considered disaster service workers. Regulation expands prevention strategies to include measures to increase the security of school facilities, expands crisis communications methods to include social media and electronic communications, and adds assembly of key information into a "crisis response box" that can be easily accessed in an emergency.

BP/AR 4158/4258/4358 - Employee Security
(BP/AR revised)

Policy updated to add staff training on procedures for responding to an active shooter situation, condense options on pepper spray to recommend that any possession of pepper spray by employees require advance written permission, and reflect renumbering of legal cite pertaining to pepper spray. Regulation updated to clarify the reporting of an attack, assault, or threat and to modify section on pepper spray consistent with revisions to the BP.

BP/AR 5145.3 - Nondiscrimination/Harassment
(BP/AR revised)

Minor revisions made in policy and regulation to reflect **NEW LAW (AB 699)** which prohibits discrimination based on immigration status.

BP 5145.9 - Hate-Motivated Behavior
(BP revised)

Policy updated to define hate-motivated behavior and expand material related to collaboration, staff training, and enforcement of rules regarding student conduct. Policy also provides for the use of uniform complaint procedures when the behavior is determined to be based on unlawful discrimination.

BP/AR 6020 - Parent Involvement
(BP/AR revised)

Policy and regulation updated to reflect requirements for parent involvement in schools receiving federal Title I, Part A funding, as amended by the Every Student Succeeds Act, including expanding activities to include engagement of family members. Policy also reflects parent involvement as a state priority that must be addressed in the district's LCAP.

BP 6153 - School-Sponsored Trips
(BP revised)

Policy updated to reflect **NEW LAW (AB 341, 2017)** which eliminates the prohibition against the use of district funds to pay for the expenses of students participating in field trips or excursions to another state, to the District of Columbia, or to a foreign country.

BP 6170.1 - Transitional Kindergarten
(BP revised)

Policy updated to reflect **NEW LAW (AB 99, 2017)** which permits districts to maintain transitional kindergarten classes for different lengths of time during the school day, either at the same or different school sites, provided that the length of the school day complies with legal requirements related to the minimum and maximum length of the school day.

Cabrillo USD

Board Policy

Nondiscrimination In District Programs And Activities

BP 0410

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5145.13 - Response to Immigration Enforcement)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. The Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report their findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations.

When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)
(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)
(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Superintendent
Cabrillo Unified School District
498 Kelly Ave, Half Moon Bay, CA
650712-7112

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
48980 Parental notifications
48985 Notices to parents in language other than English
51007 Legislative intent: state policy
GOVERNMENT CODE
8310.3 California Religious Freedom Act
11000 Definitions
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
54953.2 Brown Act compliance with Americans with Disabilities Act
PENAL CODE
422.55 Definition of hate crime
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
2301-2415 Carl D. Perkins Vocational and Applied Technology Act
6311 State plans
6312 Local education agency plans
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy
Management Resources:
CSBA PUBLICATIONS
Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018
CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS
California Law Prohibits Workplace Discrimination and Harassment
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Dear Colleague Letter: Title IX Coordinators, April 2015
Dear Colleague Letter, May 26, 2011
Dear Colleague Letter: Harassment and Bullying, October 2010
Notice of Non-Discrimination, Fact Sheet, August 2010
Dear Colleague Letter: Electronic Book Readers, June 29, 2010
Nondiscrimination in Employment Practices in Education, August 1991
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
2010 ADA Standards for Accessible Design, September 2010
Accessibility of State and Local Government Websites to People with Disabilities, June 2003
WORLD WIDE WEB CONSORTIUM PUBLICATIONS
Web Content Accessibility Guidelines, December 2008
WEB SITES
CSBA: http://www.csba.org
California Office of the Attorney General: http://oag.ca.gov
California Department of Education: http://www.cde.ca.gov
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
Safe Schools Coalition: http://www.casafeschools.org
Pacific ADA Center: http://www.adapacific.org
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act: http://www.ada.gov
U.S. Equal Employment Opportunity Commission: http://www.eeoc.gov

World Wide Web Consortium, Web Accessibility Initiative: http://www.w3.org/wai

~~The Governing Board is committed to equal opportunity for all individuals in education. District programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression or genetic information; the perception of one or more of such characteristics; or association with a person or group with one of more of these actual or perceived characteristics.~~

~~*(cf. 4030 - Nondiscrimination in Employment)*~~
~~*(cf. 4032 - Reasonable Accommodation)*~~
~~*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*~~
~~*(cf. 5145.3 - Nondiscrimination/Harassment)*~~
~~*(cf. 5145.7 - Sexual Harassment)*~~
~~*(cf. 5146 - Married/Pregnant/Parenting Students)*~~
~~*(cf. 6145.2 - Athletic Competition)*~~
~~*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*~~
~~*(cf. 6164.6 - Identification and Education Under Section 504)*~~
~~*(cf. 6178 - Career Technical Education)*~~
~~*(cf. 6200 - Adult Education)*~~

~~Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of any barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.~~

~~*(cf. 1330 - Use of Facilities)*~~

~~Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, handbook, application form, or other materials distributed to these groups.~~

~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~
~~*(cf. 4031 - Complaints Concerning Discrimination in Employment)*~~
~~*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*~~
~~*(cf. 5145.6 - Parental Notifications)*~~

~~The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.~~

~~Access for Individuals with Disabilities~~

~~District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations.~~

(cf. 6163.2 - Animals At School)
(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large print materials.

(cf. 6020 - Parent Involvement)

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program or meeting.

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
48985 Notices to parents in language other than English
GOVERNMENT CODE
11000 Definitions
11138 Rules and regulations
12900-12996 Fair Employment and Housing Act
54953.2 Brown Act compliance with Americans with Disabilities Act
PENAL CODE
422.55 Definition of hate crime
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities in Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
2301-2415 Carl D. Perkins Vocational and Applied Technology Act
6311 State plans
6312 Local education agency plans
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2000h-6 Title IX
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

~~*106.9 Dissemination of policy*~~

~~*Management Resources:*~~
~~*U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS*~~
~~*Protecting Students from Harassment and Hate Crime, January, 1999*~~
~~*Notice of Non-Discrimination, January, 1999*~~
~~*Nondiscrimination in Employment Practices in Education, August, 1991*~~
~~*WEB SITES*~~
~~*CDE: http://www.cde.ca.gov*~~
~~*Safe Schools Coalition: http://www.casafeschoolscoalition.org*~~
~~*Pacific Disability and Business Technical Assistance Center: http://www.pacdbtac.org*~~
~~*U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr/index.html*~~

Policy: 0410
Adopted: December 11, 2008
Revised: May 31, 2012
Revised: March 6, 2014
Revised: September 13, 2018

CABRILLO UNIFIED SCHOOL DISTRICT
Half Moon Bay, California

Cabrillo USD

Board Policy

Hazardous Substances

BP 3514.1
Business and Noninstructional Operations

The Governing Board desires to provide a safe school environment that protects students and employees from exposure to potentially hazardous substances that may be used in the district's educational program and in the maintenance and operation of district facilities and equipment.

(cf. 3514 - Environmental Safety)
(cf. 4119.42/4219.42/4219.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 5141.22 - Infectious Diseases)
(cf. 5142 - Safety)
~~*(cf. 6161.3 - Toxic Art Supplies)*~~

Insofar as reasonably possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored and used on school property. When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.

(cf. 3510 - Green School Operations)
(cf. 3514.2 - Integrated Pest Management)

The Superintendent or designee shall ensure that all potentially hazardous substances on district properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

The Superintendent or designee shall develop, implement, and maintain a written hazard communication program in accordance with 8 CCR 5194 and shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed.

(cf. 1240 - Volunteer Assistance)

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 and instruction to students about proper handling of hazardous substances.

(cf. 6142.93 - Science Instruction)

The Superintendent or designee shall nor order or purchase for use in grades K-6 any arts and crafts materials containing a substance determined by the California Office of Environmental Health Hazard Assessment to be toxic.

The Superintendent or designee shall not purchase any such toxic material for use in grades 7-12 unless it includes a warning label as specified in Education Code 32065 that identifies any toxic ingredients, warns of potential adverse health effects, and describes procedures for safe use and storage. (Education Code 32064)

Legal Reference:
EDUCATION CODE
32060-32066 toxic art supplies in schools
49340-49341 Hazardous substances education
49401.5 Legislative intent; consultation services
49411 Chemical listing; compounds used in school programs; determination of shelf life; disposal
FOOD AND AGRICULTURAL CODE
12981 Regulations re pesticides and worker safety
HEALTH AND SAFETY CODE
25163 Transportation of hazardous wastes; registration; exemptions; inspection
25500-25520 Hazardous materials release response plans; inventory
108100-108515 California Hazardous Substances Act
LABOR CODE
6360-6363 Hazardous Substances Information and Training Act
6380-6386 List of hazardous substances
CODE OF REGULATIONS, TITLE 8
339 List of hazardous substances
3203 Illness and injury prevention program
3204 Records of employee exposure to toxic or harmful substances
5139-5230 Control of hazardous substances, especially
5154.1-5154.2 Ventilation
5161 Definitions
5162 Emergency eyewash and shower equipment
5163 Control of spills
5164 Storage of hazardous substances
5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan
5194 Hazard communication
CODE OF REGULATIONS, TITLE 22
67450.40-67450.49 School hazardous waste collection, consolidation, and accumulation facilities
Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Science Safety Handbook for California Public Schools, 2012
CALIFORNIA OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT PUBLICATIONS
Arts and Crafts Materials in Schools: Guidelines for Purchasing and Safe Use, September 17, 2016
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://cde.ca.gov
Department of Industrial Relations, Cal/OSHA: http://www.dir.ca.gov/dosh
California Office of Environmental Health Hazard Assessment: http://www.oehha.ca.gov
Department of Industrial Relations, Cal/OSHA: http://www.dir.ca.gov/dosh

Policy: 3514.1
Adopted: December 11, 2008
Revised: June 20, 2013
Revised: September 13, 2018

CABRILLO UNIFIED SCHOOL DISTRICT
Half Moon Bay, California

Cabrillo USD

Board Policy

Emergencies And Disaster Preparedness Plan

BP 3516
Business and Noninstructional Operations

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. ***The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.***

The Superintendent or designee shall develop and maintain a disaster preparedness plan which ***Contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for individuals with disabilities in accordance with the American with Disabilities Act. Such procedures shall be incorporated into the comprehensive school safety plan. (Education Code 32282)*** ~~details provisions for handling emergencies and disasters and which shall be included in the district's comprehensive school safety plan. (Education Code 32282)~~

(cf. 0400 – Comprehensive Plans)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516.3 - Earthquake Emergency Procedure System)

In developing the disaster preparedness plan, the Superintendent or designee may involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, he/she shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 3513.3 - District Police/Security Department)

The plan shall comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

~~The Superintendent or designee shall also develop and maintain emergency plans for each school site.~~

~~In developing the district and school emergency plans, the Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators.~~

~~The Superintendent or designee shall use state-approved Standardized Emergency Management System guidelines and the National Incident Command System when updating district and site-level emergency and disaster preparedness plans.~~

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services they deem necessary to meet the community's needs. (Education Code 32282)

(cf. 1330 - Use of School Facilities)

District ~~School~~ employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)
(cf. 4119.3/4219.3/4319.3 - Duties of Personnel)

Legal Reference:
EDUCATION CODE
32001 Fire alarms and drills
32040 Duty to equip school with first aid kit
32280-32289 School safety plans
32290 Safety devices
39834 Operating overloaded bus
46390-46392 Emergency average daily attendance in case of disaster
49505 Natural disaster; meals for homeless students; reimbursement
GOVERNMENT CODE
3100 Public employees as disaster service workers
8607 Standardized emergency management system
CODE OF REGULATIONS, TITLE 5
550 Fire drills
560 Civil defense and disaster preparedness plans
CODE OF REGULATIONS, TITLE 19
2400-2450 Standardized emergency management system
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act

Management Resources:
CSBA PUBLICATIONS
Avian Influenza, Governance and Policy Services Fact Sheet, April 2006
911! A Manual for Schools and the Media During a Campus Crisis, 2001
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
Pandemic Influenza Planning Checklist, 2006
CONTRA COSTA COUNTY OFFICE OF EDUCATION

Pandemic Flu School Action Kit, June 2006
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
School Emergency Response: Using SEMS at Districts and Sites, June 1998
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Practical Information on Crisis Planning: A Guide for Schools and Communities, May 2003
WEB SITES
CSBA: http://www.csba.org
American Red Cross: http://www.redcross.org
California Department of Education, Crisis Preparedness: http://www.cde.ca.gov/ls/ss/cp
California Emergency Management Agency: http://www.calema.ca.gov
California Seismic Safety Commission: http://www.seismic.ca.gov
Centers for Disease Control and Prevention: http://www.cdc.gov
Contra Costa County Office of Education, Pandemic influenza resources:
http://www.cccoe.k12.ca.us/about/flu/resources_flu_action_kit
Federal Emergency Management Agency: http://www.fema.gov
U.S. Department of Education, Emergency Planning:
http://www.ed.gov/admins/lead/safety/emergencyplan
U.S. Department of Homeland Security: http://www.dhs.gov

Policy: 3516 CABRILLO UNIFIED SCHOOL DISTRICT
Adopted: December 11, 2008 Half Moon Bay, California
Revised: September, 13, 2018

Cabrillo USD
Board Policy
Employee Security

BP 4158
Personnel

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing them with necessary assistance and support when emergency situations occur.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515 - Campus Security)
(cf. 5131.4 - Student Disturbances)

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. ***As Appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace.*** ~~The Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. In addition, the Superintendent or designee may initiate legal proceedings against any individual to recover damages for injury caused by the willful misconduct of that individual to the person or property of an employee or another person on district premises.~~

(cf. 3320 - Claims and Actions Against the District)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 4156.3 / 4256.3 / 4356.3 – Employee Property Reimbursement)
(cf. 5125.2 – Withholding Grades, Diploma or Transcripts)

The Superintendent or designee shall ensure that employees are trained in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques, ***procedures for responding to an active shooter situation,*** and crisis resolution.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee also shall inform teachers, in accordance with the law, of crimes and offenses committed by students who may pose a danger in the classroom. Education Code 48201, 49079, Welfare and Institutions Code 827) ~~The Superintendent or designee also shall ensure that employees are informed, in accordance with law, of crimes and offenses committed by students who may pose a danger in the classroom.~~

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

(cf. 5141 - Health Care and Emergencies)

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with administrative regulations and Penal Code 22810. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.
~~Employees may possess pepper spray that meets the requirements of Penal Code 12403.7 on school property and at school activities for their own safety. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.~~

*(cf. 4118 - **Dismissal/Suspension/Disciplinary Action)***
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Reporting of Injurious Objects

The Board requires employees to take immediate action upon being made aware that any person is in possession of an unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the potential danger involved and, based upon this analysis, shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately

2. Immediately notify the principal, who shall take appropriate action

3. Immediately call 911 and the principal

(cf. 3515.7 – Firearms on School Grounds)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

When informing the principal about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Legal Reference:
EDUCATION CODE
32210-32212 Willful disturbance, public schools or meetings
32225-32226 Communication devices
35208 Liability insurance
35213 Reimbursement for loss, destruction or damage of school property
44014 Report of assault by pupil against school employee
44807 Duty concerning conduct of students
48201 Transfer of student records
48900-48926 Suspension or expulsion
49079 Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion

49330-49335 Injurious objects
CIVIL CODE
51.7 Freedom from violence or intimidation
CODE OF CIVIL PROCEDURE
527.8 Workplace violence safety
GOVERNMENT CODE
995-996.4 Defense of public employees
3543.2 Scope of representation
PENAL CODE
71 Threatening public officers and employees and school officials
240-246.3 Assault and battery, especially:
241.3 Assault against school bus drivers
241.6 Assault on school employee including board member
243.3 Battery against school bus drivers
243.6 Battery against school employee including board member
245.5 Assault with deadly weapon against school employee including board member
290 Registration of sex offenders
601 Trespass by person making credible threat
626-626.11 School crimes
646.9 Stalking
22810 Purchase, possession, and use of tear gas
WELFARE AND INSTITUTIONS CODE
827 Juvenile court proceedings; reports; confidentiality
828.1 District police or security department, disclosure of juvenile records
COURT DECISIONS
City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526
Management Resources:
WEB SITES
CSBA: http://www.csba.org
California Department of Education, Safe Schools and Violence Prevention Office: http://www.cde.ca.gov/ls/ss

Policy 4158 **CABRILLO UNIFIED SCHOOL DISTRICT**
Adopted: December 11, 2008 **Half Moon Bay, California**
Revised: August 11, 2011
Revised: September 13, 2018

Cabrillo USD

Board Policy

Nondiscrimination/Harassment

BP 5145.3
Students

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6164.6 - Identification and Education Under Section 504)

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination.

Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1330 - Use of Facilities)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.2 - Freedom of Speech/Expression)

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

(cf. 3580 - District Records)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
48900.3 Suspension or expulsion for act of hate violence
48900.4 Suspension or expulsion for threats or harassment
48904 Liability of parent/guardian for willful student misconduct
48907 Student exercise of free expression
48950 Freedom of speech
48985 Translation of notices
49020-49023 Athletic programs
51500 Prohibited instruction or activity
51501 Prohibited means of instruction
60044 Prohibited instructional materials
CIVIL CODE
1714.1 Liability of parents/guardians for willful misconduct of minor
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
PENAL CODE
422.55 Definition of hate crime
422.6 Crimes, harassment
CODE OF REGULATIONS, TITLE 5
432 Student record
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972
12101-12213 Title II equal opportunity for individuals with disabilities
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.31 Disclosure of personally identifiable information
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Prohibition of discrimination based on age
COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:
CSBA PUBLICATIONS
Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018
FIRST AMENDMENT CENTER PUBLICATIONS
Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Dear Colleague Letter: Title IX Coordinators, April 2015
Dear Colleague Letter: Harassment and Bullying, October 2010
Notice of Non-Discrimination, Fact Sheet, August 2010
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Safe Schools Coalition: http://www.casafeschools.org
California Office of the Attorney General: http://oag.ca.gov
First Amendment Center: http://www.firstamendmentcenter.org
National School Boards Association: http://www.nsba.org
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

~~The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.~~

~~This policy shall apply to all acts related to school activity or to school attendance occurring within a district school.~~

~~*(cf. 0410 - Nondiscrimination in District Programs and Activities)*~~
~~*(cf. 5131 - Conduct)*~~
~~*(cf. 5131.2 - Bullying)*~~
~~*(cf. 5137 - Positive School Climate)*~~
~~*(cf. 5145.9 - Hate-Motivated Behavior)*~~
~~*(cf. 5146 - Married/Pregnant/Parenting Students)*~~
~~*(cf. 6164.6 - Identification and Education Under Section 504)*~~

~~Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.~~

~~The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.~~

~~The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope~~

and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1330 - Use of Facilities)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

Students who engage in discrimination, harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline. Any employee who permits or engages in prohibited discrimination, harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.2 - Freedom of Speech/Expression)

Legal Reference:

EDUCATION CODE
200-262.4 - Prohibition of discrimination
48900.3 - Suspension or expulsion for act of hate violence
48900.4 - Suspension or expulsion for threats or harassment
48904 - Liability of parent/guardian for willful student misconduct
48907 - Student exercise of free expression
48950 - Freedom of speech
48985 - Translation of notices
49020-49023 - Athletic programs
51500 - Prohibited instruction or activity
51501 - Prohibited means of instruction
60044 - Prohibited instructional materials
CIVIL CODE
1714.1 - Liability of parents/guardians for willful misconduct of minor
PENAL CODE
422.55 - Definition of hate crime
422.6 - Crimes, harassment
CODE OF REGULATIONS, TITLE 5
432 - Student record
4600-4687 - Uniform complaint procedures
4900-4965 - Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1681-1688 - Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
CODE OF FEDERAL REGULATIONS, TITLE 34
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:
CSBA PUBLICATIONS
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Interim Guidance Regarding Transgender Students, Privacy, and Facilities, September 27, 2013
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
FIRST AMENDMENT CENTER PUBLICATIONS
Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006
NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS
Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Harassment and Bullying, October 2010
Notice of Non-Discrimination, January 1999
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Safe Schools Coalition: http://www.casafeschools.org
First Amendment Center: http://www.firstamendmentcenter.org
National School Boards Association: http://www.nsba.org
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

Policy: 5145.3 **CABRILLO UNIFIED SCHOOL DISTRICT**
Adopted: December 11, 2008 **Half Moon Bay, California**
Revised: May 31, 2012
Revised: June 20, 2013
Revised: March 6, 2014
Revised: September 13, 2018

Cabrillo USD

Board Policy

Hate-Motivated Behavior

BP 5145.9
Students

The Governing Board is committed to providing a safe learning environment that protects students from discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5131- Conduct)
(cf. 5131.2 - Bullying)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 5136 - Gangs)
(cf. 5137 - Positive School Climate)
(cf. 5141.52 - Suicide Prevention)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. Such collaborative efforts shall focus on ensuring an efficient use of district and community resources, developing effective prevention strategies and response plans, providing assistance to students affected by hate-motivated behavior, and/or educating students who have perpetrated hate-motivated acts.

(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 5148.2 - Before/After School Programs)

The district shall provide students with age-appropriate instruction that includes the development of social-emotional learning, promotes their understanding of and respect for human rights, diversity, and acceptance in a multicultural society, and provides strategies to manage conflicts constructively.

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6142.3 - Civic Education)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.94 - History-Social Science Instruction)

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.

The Superintendent or designee shall provide staff with training on recognizing and preventing hate-motivated behavior and on effectively enforcing rules for appropriate student conduct.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Complaint Process

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member.

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the principal or the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, he/she shall also contact law enforcement.

(cf. 3515.3 - District Police/Security Department)
(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
32282 School safety plans
48900.3 Suspension for hate violence
48900.4 Suspension or expulsion for threats or harassment

PENAL CODE
422.55 Definition of hate crime
422.6 Crimes, harassment
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
110.25 Prohibition of discrimination based on age

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Bullying at School, 2003
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Harassment and Bullying, October 2010
Dear Colleague Letter: Prohibited Disability Harassment, July 2000
WEB SITES
CSBA: http://www.csba.org
California Association of Human Relations Organizations: http://www.cahro.org
California Department of Education: http://www.cde.ca.gov
California Office of the Attorney General: http://oag.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Department of Justice: https://www.justice.gov

~~In order to create a safe learning environment for all students, the Governing Board desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.~~

~~*(cf. 0410 - Nondiscrimination in District Programs and Activities)*~~
~~*(cf. 0450 - Comprehensive Safety Plan)*~~
~~*(cf. 3515.4 - Recovery for Property Loss or Damage)*~~
~~*(cf. 5131.5 - Vandalism and Graffiti)*~~
~~*(cf. 5136 - Gangs)*~~
~~*(cf. 5137 - Positive School Climate)*~~
~~*(cf. 5141.52 - Suicide Prevention)*~~
~~*(cf. 5145.3 - Nondiscrimination/Harassment)*~~
~~*(cf. 5147 - Dropout Prevention)*~~
~~*(cf. 5149 - At-Risk Students)*~~

~~The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. These efforts shall be focused on providing an efficient use of district and community resources.~~

(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6020 - Parent Involvement)

The district shall provide age-appropriate instruction to help promote an understanding of and respect for human rights, diversity, and tolerance in a multicultural society and to provide strategies to manage conflicts constructively.

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6142.3 - Civic Education)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6141.94 - History-Social Science Instruction)

The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Grievance Procedures

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the Coordinator for Nondiscrimination/Principal. Upon receiving such a complaint, the Coordinator/Principal shall immediately investigate the complaint in accordance with school level complaint process/grievance procedures as described in AR 5145.7 – Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5131 - Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.7 - Sexual Harassment)

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the Coordinator/Principal, Superintendent or designee, and/or law enforcement, as appropriate.

(cf. 3515.3 - District Police/Security Department)
(cf. 4158/4258/4358 - Employee Security)

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance/Counseling Services)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
32282 School safety plans
48900.3 Suspension for hate violence
48900.4 Suspension or expulsion for threats or harassment
PENAL CODE
422.55 Definition of hate crime
422.6 Crimes, harassment
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform Complaint Procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES
California Student Safety and Violence Prevention - Laws and Regulations, April 2004
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS
Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Preventing Youth Hate Crimes: A Guide for Schools and Communities, 1997
WEB SITES
CSBA: http://www.csba.org
California Association of Human Relations Organizations: http://www.cahro.org
California Department of Education: http://www.cde.ca.gov
National Youth Violence Prevention Resource Center: http://www.safeyouth.org
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Department of Justice, Community Relations Service: http://www.usdoj.gov/crs

Policy: 5145.9 **CABRILLO UNIFIED SCHOOL DISTRICT**
Adopted: December 11, 2008 **Half Moon Bay, California**
Revised: October 8, 2009
Revised: September 13, 2018

Cabrillo USD

Board Policy

Parent Involvement

BP 6020
Instruction

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/***guardian*** involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall ***consult with parents/guardians and family members in the development of meaningful opportunities for them to be involved in district and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.***

~~work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in district and school activities; advisory, decision-making, and advocacy roles; and activities to support learning at home.~~

(cf. 0420 - School Plans/Site Councils)
~~(cf. 0420.1 - School-Based Program Coordination)~~
~~(cf. 0420.5 - School-Based Decision Making~~
~~(cf. 0520.1 - High Priority Schools Grant Program)~~
~~(cf. 0520.2 - Title I Program Improvement Schools)~~
(cf. 1220 - Citizen Advisory Committees)
(cf. 1230 - School-Connected Organizations)
(cf. 1240 - Volunteer Assistance)
(cf. 1250 - Visitors/Outsiders)

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

(cf. 5020 - Parent Rights and Responsibilities)
~~(cf. 5145.6 - Parental Notifications)~~

The district's local control and accountability plan shall include goals and strategies for parent/guardian involvement, including district efforts to seek parent/guardian input in district and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities. (Education Code 42238.02, 52060)

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/guardian and family engagement efforts, including, but not limited to, input from parents/guardians, family members, and school staff on the adequacy of involvement opportunities and on barriers that may inhibit participation.

(cf. 0500 - Accountability)

Title I Schools

The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

(cf. 6171 - Title I Programs)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities and shall ensure that priority is given to schools in high poverty areas in accordance with law. (20 USC 6318, 6631)

(cf. 3100 - Budget)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

1. ***Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members***

2. ***Support for programs that reach parents/guardians and family members at home, in the community, and at school***

3. ***Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members***

4. ***Collaboration with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement***

5. Any other activities and strategies that the district determines are appropriate and consistent with this policy

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

Legal Reference:
EDUCATION CODE
11500-11506 Programs to encourage parent involvement
48985 Notices in languages other than English
51101 Parent rights and responsibilities
52060-52077 Local control and accountability plan
54444.1-54444.2 Parent advisory councils, services to migrant children
56190-56194 Community advisory committee, special education
64001 Single plan for student achievement
LABOR CODE
230.8 Time off to visit child's school
CODE OF REGULATIONS, TITLE 5
18275 Child care and development programs, parent involvement and education
UNITED STATES CODE, TITLE 20
6311 State plan
6312 Local educational agency plan
6314 Schoolwide programs
6318 Parent and family engagement
6631 Teacher and school leader incentive program, purposes and definitions
CODE OF FEDERAL REGULATIONS, TITLE 28
35.104 Definitions, auxiliary aids and services
35.160 Communications

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Title I School-Level Parental Involvement Policy
Family Engagement Framework: A Tool for California School Districts, 2014
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Parental Involvement: Title I, Part A, Non-Regulatory Guidance, April 23, 2004
WEB SITES
CSBA: http://www.csba.org
California Department of Education, Family, School, Community Partnerships: http://www.cde.ca.gov/ls/pf
California Parent Center: http://parent.sdsu.edu
California State PTA: http://www.capta.org
National Coalition for Parent Involvement in Education: http://www.ncpie.org

National PTA: http://www.pta.org
Parent Information and Resource Centers: http://www.pirc-info.net
Parents as Teachers National Center: http://www.parentsasteachers.org
U.S. Department of Education: http://www.ed.gov

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent involvement efforts, including, but not limited to, input from parents/guardians and school staff on the adequacy of parent involvement opportunities and barriers that may inhibit parent/guardian participation.

(cf. 0500 - Accountability)

Title I Schools

Each year the Superintendent or designee shall identify specific objectives of the district's parent involvement program for schools that receive Title I funding. He/she shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program. (Education Code 11503)

(cf. 6171 - Title I Programs)

The Superintendent or designee shall ensure that the district's parent involvement strategies are jointly developed with and agreed upon by parents/guardians of students participating in Title I programs. Those strategies shall establish expectations for parent involvement and describe how the district will carry out each activity listed in 20 USC 6318. (20 USC 6318)

The Superintendent or designee shall consult with parents/guardians of participating students in the planning and implementation of parent involvement programs, activities, and regulations. He/she also shall involve parents/guardians of participating students in decisions regarding how the district's Title I funds will be allotted for parent involvement activities. (20 USC 6318)

(cf. 3100 - Budget)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent involvement policy in accordance with 20 USC 6318.

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

Legal Reference:
EDUCATION CODE
11500-11506 Programs to encourage parent involvement
48985 Notices in languages other than English
51101 Parent rights and responsibilities
64001 Single plan for student achievement

~~*LABOR CODE*~~
~~*230.8 Time off to visit child's school*~~
~~*UNITED STATES CODE, TITLE 20*~~
~~*6311 Parental notice of teacher qualifications and student achievement*~~
~~*6312 Local educational agency plan*~~
~~*6314 Schoolwide programs*~~
~~*6316 School improvement*~~
~~*6318 Parent involvement*~~
~~*CODE OF FEDERAL REGULATIONS, TITLE 28*~~
~~*35.104 Definitions, auxiliary aids and services*~~
~~*35.160 Communications*~~

~~*Management Resources:*~~
~~*CSBA PUBLICATIONS*~~
~~*Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006*~~
~~*STATE BOARD OF EDUCATION POLICIES*~~
~~*89-01 Parent Involvement in the Education of Their Children, rev. 1994*~~
~~*U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE*~~
~~*Parental Involvement: Title I, Part A, April 23, 2004*~~
~~*WEB SITES*~~
~~*CSBA: http://www.csba.org*~~
~~*California Department of Education, Family, School, Community Partnerships: http://www.cde.ca.gov/ls/pf*~~
~~*California Parent Center: http://parent.sdsu.edu*~~
~~*California State PTA: http://www.capta.org*~~
~~*National Coalition for Parent Involvement in Education: http://www.ncpie.org*~~
~~*National PTA: http://www.pta.org*~~
~~*No Child Left Behind: http://www.ed.gov/nclb*~~
~~*Parent Information and Resource Centers: http://www.pirc-info.net*~~
~~*Parents as Teachers National Center: http://www.parentsasteachers.org*~~
~~*U.S. Department of Education: http://www.ed.gov*~~

Policy: 6020 **CABRILLO UNIFIED SCHOOL DISTRICT**
Adopted: December 11, 2008 **Half Moon Bay, California**
Revised: September 13, 2018

Cabrillo USD

Board Policy

School-Sponsored Trips

BP 6153
Instruction

The Governing Board recognizes that field trips supplement and enrich the classroom learning experience, lead to increased student achievement, and foster student engagement. The Board encourages field trips to reinforce and increase learning opportunities and to enhance district programs.

(cf. 0460 - Local Control and Accountability Plan)

Field trips shall be conducted in connection with the district's course of study or school-related social, educational, cultural, athletic, school band, or other extracurricular or cocurricular activities. A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the district's course of study. (Education Code 35330)

(cf. 6143 - Courses of Study)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

Requests for field trips involving out-of-state, out-of-country, or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All other field trips shall be approved in advance by the principal.

(cf. 3312.2 - Educational Travel Program Contracts)

The principal shall establish a process for approving a staff member's request to conduct a field trip. When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, the distance from school, district and student expense, and transportation and supervision requirements. Principals may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

(cf. 3530 - Risk Management/Insurance)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 5142 - Safety)
(cf. 5143 - Insurance)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

No field trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. The Superintendent or designee shall coordinate with community groups to supply funds for students in need. (Education Code 35330)

(cf. 1230 - School-Connected Organizations)
(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 1700 - Relations Between Private Industry and the Schools)

The Board may approve the use of district funds for student expenses for in-state, out-of-state, or out-of-country field trips or excursions when permitted by law. In addition, expenses of instructors, chaperones, and other personnel participating in such trips, as well as incidental expenses for the use of district equipment during the trip, may be paid from district funds. (Education Code 35330)

Legal Reference:

EDUCATION CODE
8760 Authorization of outdoor science and conservation programs
32040-32044 First aid equipment: field trips
35330 Excursions and field trips
35331 Provision for medical or hospital service for pupils (on field trips)
35332 Transportation by chartered airline
35350 Transportation of students
44808 Liability when pupils not on school property
48908 Duties of pupils; authority of teachers
BUSINESS AND PROFESSIONS CODE
17550-17550.9 Sellers of travel
17552-17556.5 Educational travel organizations

Management Resources:

WEB SITES
American Red Cross: http://www.redcross.org
California Association of Directors of Activities: http://www.cada1.org
U.S. Department of Homeland Security: http://www.dhs.gov

~~The Governing Board recognizes that school-sponsored trips are an important component of a student's development and supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the district's course of study or school-related social, educational, cultural, athletic, school band activities, or other extracurricular or cocurricular activities. A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the district's course of study.~~

~~*(cf. 6143 - Courses of Study)*~~
~~*(cf. 6145 - Extracurricular and Cocurricular Activities)*~~
~~*(cf. 6145.2 - Athletic Competition)*~~

~~Requests for school-sponsored trips involving out-of-state, out-of-country, or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All other school-sponsored trips shall be approved in advance by the principal.~~

~~*(cf. 3312.2 - Educational Travel Program Contracts)*~~

~~The principal shall establish a process for approving a staff member's request to conduct a school-sponsored trip. When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, the distance from school, district and~~

student expense, and transportation and supervision requirements. Principals may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

(cf. 3530 - Risk Management/Insurance)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 5142 - Safety)
(cf. 5143 - Insurance)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

No field trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. The Superintendent or designee shall coordinate with community groups to supply funds for students in need. (Education Code 35330)

(cf. 1230 - School-Connected Organizations)
(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 1700 - Relations Between Private Industry and the Schools)

District funds shall not be used to pay student expenses for out-of-state or out-of-country field trips or excursions. However, expenses of instructors, chaperones, and other personnel participating in such trips, as well as incidental expenses for the use of district equipment during the trip, may be paid from district funds. (Education Code 35330)

Legal Reference:
EDUCATION CODE
8760 Authorization of outdoor science and conservation programs
32040-32044 First aid equipment: field trips
35330 Excursions and field trips
35331 Provision for medical or hospital service for pupils (on field trips)
35332 Transportation by chartered airline
35350 Transportation of students
44808 Liability when pupils not on school property
48908 Duties of pupils; authority of teachers
BUSINESS AND PROFESSIONS CODE
17540 Travel promoters
17550-17550.9 Sellers of travel
17552-17556.5 Educational travel organizations

Management Resources:
WEB SITES
American Red Cross: http://www.redcross.org
California Association of Directors of Activities: http://www.cada1.org
U.S. Department of Homeland Security: http://www.dhs.gov

Policy: 6153 **CABRILLO UNIFIED SCHOOL DISTRICT**
Adopted: December 11, 2008 **Half Moon Bay, California**
Revised: September 13, 2018

Cabrillo USD

Board Policy

Transitional Kindergarten

BP 6170.1
Instruction

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist TK children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

Eligibility

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

~~The district may, at any time during the school year, the district may admit into the TK program a child whose fifth birthday is after December 2 of the same school year, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)~~

~~Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance.~~

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6011 - Academic Standards)
(cf. 6174 - Education for English Language Learners)

~~The Board shall fix the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours.~~

(cf. 6111 - School Calendar)
(cf. 6112 - School Day)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)

Legal Reference:
EDUCATION CODE
8973 Extended-day kindergarten
37202 School calendar; equivalency of instructional minutes
44258.9 Assignment monitoring by county superintendent of schools
46111 Kindergarten, hours of attendance
46114-46119 Minimum school day, kindergarten
46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten
48000 Age of admission, kindergarten and transitional kindergarten
48002 Evidence of minimum age required to enter kindergarten or first grade
48200 Compulsory education, starting at age six
Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Transitional Kindergarten FAQs
Desired Results Developmental Profile, 2015
Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013
California Preschool Curriculum Framework, Vol. 1, 2010
California Preschool Learning Foundations, Vol. 1, 2008
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Kindergarten Association: http://www.ckanet.org
Commission on Teacher Credentialing: http://www.ctc.ca.gov
Transitional Kindergarten California: http://www.tkcalifornia.org

Policy: 6170.1 **CABRILLO UNIFIED SCHOOL DISTRICT**
Adopted: December 11, 2008 **Half Moon Bay, California**
Revised: April 11, 2013
Revised: October 8, 2015
Revised: May 12, 2016
Revised: September 13, 2018