Regular Governing Board Agenda - Revised

CABRILLO UNIFIED SCHOOL DISTRICT

Thursday, April 16, 2020

Closed Session 5:30 PM | Via Zoom: https://zoom.us/j/932535317 (For public comments on Closed Session items only)

Public Session 7:00 PM | Via Zoom: https://zoom.us/j/355955578

In response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which temporarily suspended provisions of the Brown Act relating to public meetings. As such, Cabrillo Unified School District will be conducting its Governing Board meeting at the regular time, in a different modality. The District will be leveraging a Webinar format (using Zoom) in order for the Governing Board members to participate remotely, and to allow for orderly public comment. There will not be a physical location for this meeting.

The Governing Board will meet for Closed Session to discuss labor negotiations, student discipline, personnel matters, litigation, anc other matters as provided under California state law as set forth on the agenda below. Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:00 PM for all regular and special meetings unless extended by a majority vote of the Board. Writings relating to a board meeting agenda items that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 498 Kelly Avenue, Half Moon Bay, CA. Such writings may also be available on the District's website. (Government Code 54957.5b).

Individuals who require special accommodations (Spanish interpreter, accessible seating, documentation in an accessible format, etc.) should contact the Administrative Assistant to the Superintendent at (650) 712-7112 no later than 48 hours preceding the meeting.

IF YOU WISH TO ADDRESS THE GOVERNING BOARD

Public comments may be submitted through the following link: bit.ly/cusdGBpc beginning on Friday, April 3, 2020. The comments will be read by the Board President or a designee during the meeting. Public comments are limited to three (3) minutes per person per topic.

Closed Session Items: may be addressed under Public Comment on Closed Session Topics.

Nonagenda and Consent Items: may be addressed under Public Comments.

Agenda Items: may be addressed after the conclusion of the staff presentation on the item.

Instructions to join the Board Meeting are as follows:

Please click the link below to join the webinar: https://zoom.us/j/355955578

Or iPhone one-tap : US: +16699006833,,355955578# or +13462487799,,355955578#

Or Telephone: Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 346 248 7799 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 301 715 8592

Webinar ID: 355 955 578

International numbers available: https://zoom.us/u/aejooHm1bR

Open Board meeting may be recorded and broadcast.

1. CALL TO ORDER

2. ROLL CALL

___ Ms. Kimberly Hines, President
___ Ms. Lizet Cortes, Vice President
___ Ms. Mary Beth Alexander, Clerk to the Governing Board
___ Ms. Freya McCamant, Member
___ Ms. Sophia Layne, Member

3. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

4. RECESS TO CLOSED SESSION

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

b. Conference Regarding Labor Negotiators (Government Code §54957.6)

   i. Cabrillo Unified Teachers' Association

   ii. California School Employees' Association, Chapter 485

c. Public Employee Performance Evaluation (Government Code §54957)

d. Matters Related to Students (Education Code §35146, §48912, §49070)

   The Board may hear expulsion cases and consider the requests from students for re-admittance following expulsion. Also, the Board may hear matters related to student suspensions/other disciplinary actions, student grade change appeals, and confidential student matters according to Education Code. The Education Code requires closed session in these cases to prevent disclosure of confidential student record information.

e. Conference with Legal Counsel—Anticipated Litigation (Government code §54956.9 (d)(2) or (3))

5. RECONVENE TO PUBLIC SESSION

Report action from Closed Session: if applicable.

6. PLEDGE OF ALLEGIANCE

7. APPROVAL OF AGENDA

8. SPECIAL RECOGNITIONS

a. None

9. COMMUNICATIONS

a. Public Comments

Public comments may be submitted through the following link: bit.ly/cusdGBpc beginning on Friday, April 3, 2020. Public comments are limited to three (3) minutes per person per topic. Comments will be read by the Board President or a designee during the meeting.

If you are addressing the Board on a nonagenda item, please be aware that the provisions of the Brown Act prohibit the Board from acting or discussing such matters at this meeting.

b. Employee Organizations Report

i. CUTA Representatives

ii. CSEA Representatives

c. Board Members Report

d. Student Board Member Report

e. Superintendent Report

10. INFORMATIONAL REPORTS

a. None

11. DISCUSSION ITEMS / PUBLIC HEARING

a. None

12. CONSENT ITEMS

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. Approval of Intent to Submit a Declaration of Need for Fully Qualified Educators for 2020-2021

12.a Board Memo Declaration of Need for Qualified Educators.pdf (p. 7)

b. Acceptance of Donations to Cabrillo Unified School District

12.b Board Memo Donations.pdf (p. 8)

12.b1 Summary Site Donations.pdf (p. 9)

c. Approval of Center for Sustainable Energy Master Service Agreement

12.c Board Memo Center for Sustainable Energy Master Services Agreement.pdf (p. 10)

12.c.1 Center for Sustainable Energy Master Services Agreement.pdf (p. 11)

d. Approval of Quarterly Report on Williams Uniform Complaints

12.d Board Memo Williams UCP Report.pdf (p. 27)

12.d.1 2019-20 Williams UCP Report Q3.pdf (p. 28)

e. Approval and Adoption of Minutes of March 12, 2020 Regular Governing Board Meeting

12.e Board Memo Minutes.pdf (p. 29)

12.e.1 2020-03-12 Minutes.pdf (p. 30)

13. ACTION ITEMS

a. Adoption of Proclamation Endorsing April as National Autism Awareness Month

13.a Board Memo Proclamation April Autism Awareness Month.pdf (p. 36)

13.a.1 Proclamation April as Autism Awareness Month.pdf (p. 37)

b. Adoption of Social Studies Curriculum for Cunha

13.b Board Memo Social Studies Curriculum Cunha.pdf (p. 39)

c. Approval of Agricultural Science Curriculum for Half Moon Bay High School

13.c Board Memo Agricultural Curriculum HMBHS.pdf (p. 42)

d. Approval of Biology Curriculum for Half Moon Bay High School

13.d Board Memo Biology Curriculum HMBHS.pdf (p. 44)

e. Approval of Spanish for Spanish Speakers 3 for Moon Bay High School

13.e Board Memo Spanish for Spanish Speakers 3 HMBHS.pdf (p. 46)

f. Adoption of Resolution No. 08-20 Declaring Certificated and Classified Employee Appreciation Week

13.f Board Memo Certificated Classified Employee Week 2020.pdf (p. 49)

13.f.1 Resolution No 08-20 Certificated and Classified Employee Week.pdf (p. 50)

g. Adoption of Resolution No. 09-20 Declaring Substitute CBEST Waiver

13.g Board Memo Resolution Declaration Subtitute CBEST Waiver.pdf (p. 52)

13.g.1 Resolution No 09-20 Substitute CBEST Waiver.pdf (p. 53)

h. Approval of Job Description for Director of Educational Support Services

13.h Board Memo Director of Educational Support Services Job Description.pdf (p. 54)

13.h.1 Director of Educational Support Services Job Description.pdf (p. 55)

i. Acceptance of Comcast Business VoiceEdge Proposal

13.i Board Memo Comcast Business VoiceEdge Proposal.pdf (p. 58)

13.i.1 Outdated Phone System Update Proposal Presentation.pdf (p. 59)

13.i.2 Comcast Business VoiceEdge Overview.pdf (p. 62)

j. Acceptance of Ricoh Copiers Lease Proposal

13.j Board Memo Ricoh Lease Proposal.pdf (p. 71)

13.j.1 Copiers Replacement Proposal Presentation.pdf (p. 72)

13.j.2 Ricoh Business Services Proposal.pdf (p. 75)

13.j.3 Ricoh Papercut MS Brochure.pdf (p. 89)

k. Acceptance of Enrollment Projection Consultants Additional Services Proposal

13.k Board Memo Enrollment Projection Consultants Additional Services Proposal.pdf (p. 92)

13.k.1 Enrollment Projection Consultants Additional Services Proposal.pdf (p. 93)

l. Acceptance of Skyline Engineering Roof Condition Survey Proposal

13.l Board Memo Skyline Engineering Roof Condition Survey Proposal.pdf (p. 96)

13.l.1 Skyline Engineering Roof Condition Survey Proposal.pdf (p. 97)

m. Resolution No. 10-20 Establishing Tax Rate and Resolution No. 11-20 Authorizing the Issuance and Sale of the Bonds

13.m Board Memo Resolutions Establishing Tax Rate and Authorizing Issuance and Sales of Bonds.pdf (p. 99)

13.m.1 Resolution No. 09-20 Establishing Tax Rate 2020-21.pdf (p. 101)

13.m.2 Resolution No. 10-20 Authorizing Issuance and Sale of Bonds.pdf (p. 103)

13.m.2.1 Preliminary Official Statement 2018 Election Series B.pdf (p. 125)

13.m.2.2 Bond Purchase Agreement 2018 Election Series B.pdf (p. 208)

13.m.3 General Obligation Bond Program Slide Presentation.pdf (p. 232)

n. Approval of Amendment to the March 2017 BGCC Memorandum of Understanding and the BGCC-CUSD Compact to Preserve Cunha Intermediate School After-School Sports

13.n Board Memo 2017 BGCC MOU Amendment and BGCC Cunha Sports Agreement.pdf (p. 244)

13.n.1 BGCC-CUSD MOU 2020.pdf (p. 245)

13.n.2 BGCC-CUSD Cunha Sports Agreement 2020.pdf (p. 249)

13.n.3 BCCG-CUSD Event Center MOU 2017.pdf (p. 252)

o. Adoption of Resolution No. 11-20 Designating a Certain Public Works as an Essential Governmental Function

13.o Board Memo Resolution Designating Projects Essential Government Functions.pdf (p. 254)

13.o.1 Resolution No. 11-20 Designating Projects Essential Government Functions.pdf (p. 255)

14. FUTURE BOARD AGENDA ITEMS

a. Overview of Visual and Performing Arts Program

b. District Budget Review Study Session

c. Approval of Single Plan for Students Achievement

d. Adoption of Resolution for Budgetary Increases and Transfers at Year-End

e. Adoption of Resolution Appropriating Ending Balance to a Reserve

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

15. FUTURE EVENTS

a. May 14 - Regular Governing Board Meeting, District Office Board Room, 7:00 PM

16. RETURN TO CLOSED SESSION (IF NECESSARY)

17. ADJOURNMENT OF THE MEETING

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California, 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: Holly Wade Ph.D., Assistant Superintendent, Educational Support Services
Jason Owens, Director of Personnel and Pupil Services
CATEGORY: Consent
RECOMMENDATION: Approve Intent to Submit a Declaration of Need for Fully Qualified Educators for 2020-2021

BACKGROUND INFORMATION

With the approval of Title 5 Regulations, starting July 1, 1994, the ability to employ or assign persons who are not appropriately credentialed for their assignment will be under the legal authority of the Commission on Teacher Credentialing.

A Declaration of Need for Fully Qualified Educators must be submitted annually to the Commission on Teacher Credentialing. This declaration is valid for no more than twelve months and expires on June 30, 2021.

REPORT

The declaration must include:

- Titles of Limited Assignment Permits the employing agency anticipates will be requested;
- Efforts the employing agency made to recruit certificated individuals and to certify, assign, and develop fully-qualified individuals; and
- Verification that the declaration was adopted by a school district, county superintendent, or state school administrator.

The 2020-2021 Declaration of Need for Fully-Qualified Educators anticipates emergency permits for the following areas: CLAD Credential, and BCLAD Credential.

FINANCIAL IMPACT

Financial impact is included in the budget.

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MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
CATEGORY: Consent
RECOMMENDATION: Approve Donations to Cabrillo Unified School District

BACKGROUND INFORMATION

The Governing Board routinely reviews the monthly donation reports.

REPORT/PROPOSAL

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

FINANCIAL IMPACT

There is no financial impact to the General Fund.

April 16, 2020 Board Meeting
Summary Site Donations

Site	Program	Donor	Amount	Site Total	Total Donations
HMBHS	Spring Musical	Kari L. Snapp	$50		
HMBHS	Spring Musical	Caroline Naito	$150	**$200**	
					$200

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MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: Jesus Contreras, Chief Business Officer
Crawford School Business Consulting
CATEGORY: Consent
RECOMMENDATION: Approve Center for Sustainable Energy Master Service Agreement

BACKGROUND INFORMATION

On February 13, 2020, Members of the Governing Board approved Center for Sustainable Energy (CSE) which include the following services for Cabrillo Unified School District.

Energy Strategy Project to identify opportunities to:

1) Increase Cabrillo's resilience
2) Identify funding sources to support those opportunities
3) Develop a strategy to pursue those opportunities

REPORT/PROPOSAL

Center for Sustainable Energy has submitted the attached Master Services Agreement

FINANCIAL IMPACT

Estimated total cost is $49,765, Bond Fund will cover this cost.

MASTER SERVICES AGREEMENT

(Energy Strategy Project to identify opportunities to 1) increase Cabrillo's resilience, 2) identify funding sources to support those opportunities and 3) develop a strategy to pursue those opportunities)

This MASTER SERVICES AGREEMENT is dated as of April 16, 2020 (the "**Effective Date**"), by and between Cabrillo Unified School District ("**Entity**") and Center for Sustainable Energy, a California nonprofit public benefit corporation recognized as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of the United States ("**Contractor**"),

WHEREAS, Entity has a need for certain services;

WHEREAS, Contractor is qualified and capable of providing such services.

AGREEMENT

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants, and conditions herein and for other good and valuable consideration, the Parties agree as follows.

1. DEFINITIONS AND INTERPRETATION.

1.1 Definitions. When used in capitalized form herein, capitalized terms defined elsewhere in this Agreement shall have the defined meaning and the below terms shall have the definitions that follow.

(a) "**Agreement**" means the 14 Articles (concluding with the signature blocks), Exhibits A and B any Task Order duly authorized and effectuated by the Parties after the Effective Date in accordance with the Articles and referencing this Agreement.

(b) "**Party**" in the singular means Entity or Contractor as the context requires and "**Parties**" means Entity and Contractor together.

(c) "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity; and a reference to a particular person includes its successors and permitted assigns; and for any governmental authority, to any person(s) succeeding to its functions and capacities.

1.2 Rules of Interpretation/Construction.

(a) The general interpretive rules in this Section shall apply to all parts of this Agreement except those parts that contain specific and express contrary indications.

(b) Each Party acknowledges that it has reviewed and negotiated the Agreement with the benefit of legal counsel of its own choice and that this Agreement shall be construed as if jointly drafted by Contractor and Entity.

(c) Terms used in the singular shall apply to the plural, and vice versa, as the context requires. Masculine, feminine and neuter genders shall be interchangeable as the context requires. Unless the context requires otherwise, the word "or" shall be inclusive and shall have the meaning conveyed by "and/or". The word "including" shall be understood to mean "including without limitation".

(d) Article and Section headings or titles are for convenience of reference only and shall not be given effect in construing this Agreement. Any reference to an Article, Section, or subsection shall mean an Article, Section or subsection of this Agreement absent indication otherwise. A reference to an Article includes all Sections and subsections under such Article and a reference to a Section includes all subsections of such Section. The words "hereto", "herein", "hereof", and "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision.

(e) Unless the context requires otherwise, references to an Article, Section, Schedule, or Exhibit, mean an Article, Section, Schedule or Exhibit of this Agreement, as may be amended in accordance with the Agreement. Any reference to any other agreement or record shall mean such agreement or record as extended, modified, renewed, restated, reaffirmed, supplemented or otherwise amended. All references to statutes and related regulations shall include any amendments thereof and any successor statutes and regulations.

(f) Any reference to a "day" or a number of "days" (without explicit reference to "business days") means a reference to a calendar day or number of calendar days. "[B]usiness day" means any day that is not a Saturday, Sunday, or other day on which banks in the State of California are authorized or required to close. Whenever any action must be taken on, by, or within a period ending on, a day that is not a business day, then such action may be taken on or by the next day that is a business day.

(g) All monetary figures are in United States dollars.

(h) **Internal Inconsistencies**. Unless otherwise expressly stated in a Task Order, if there is a conflict or discrepancy between the Articles of this Agreement and any Exhibit other than the applicable Prime Contract, the Articles shall control and govern to the extent of the conflict. If there is a conflict or discrepancy between the applicable Prime Contract and any other part of this Agreement, the terms of the applicable Prime Contract shall without exception control and govern to the extent of the conflict.

2. PERFORMANCE OF SERVICES.

2.1 Contractor shall provide the services ("**Services**") set forth in the task order attached as Exhibit A (*Task Order #1*) and any task order subsequently agreed by the Parties in accordance with and with express reference to this Agreement (each, a "**Task Order**"). The Services shall be performed in accordance with any scheduling commitments in a Task Order and Contractor shall promptly notify Entity if there exist circumstances that could reasonably be expected affect the ability of Contractor to perform any Services in accordance with such schedule. **Standard of Performance**. In performing the Services and its other obligations under this Agreement, Contractor shall:

(a) work continuously, diligently, and efficiently and exercise the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field;

(b) apply judgment that at the relevant time, in light of the facts known at the time a decision was made, would reasonably have been expected to accomplish the desired result in a manner consistent with applicable law and protection of the environment, human health and safety;

(c) use sufficient managers, employees and staff members trained to perform the obligations Contractor has assumed under this Agreement and procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Services at its own cost unless otherwise provided in a Task Order; and

(d) perform all Services in compliance with all applicable laws and in compliance with the applicable requirements of the applicable Prime Contract.

2.2 General Compliance with Laws. Contractor shall comply with all federal, state, municipal, and other governing laws, rules and regulations applicable to the performance of the Services, this Agreement and the Prime Contract, including equal opportunity practices, living wage ordinances, applicable business licenses, taxpayer protection acts (limiting gifts or campaign contributions). Contractor represents that it is familiar with all such applicable laws and their applicability to the performance of the Services.

2.3 Project Representatives. Each Party designates the individual identified in each Task Order as its designated representative for coordination and cooperation in connection with the Services, who shall confer regarding the status of the Services at a mutually agreed-upon minimum frequency, and have such other responsibilities as set forth in the Scope of Work.

3. PRIME CONTRACT.

In the event the commissioning of services and deliverables under this Agreement is pursuant to a Prime Contract or other Award, Contractor represents and warrants that it has reviewed and it understands the Prime Contract(s) and agrees, with reference to Sections 1.2(h), 2.1(d), that it shall comply with the terms and conditions of the Prime Contract as if it were a party thereto. The Prime Contract, if applicable, will be appended to the relevant Task Order and apply to those services and deliverables described in that Task Order only, unless otherwise stated.

4. PAYMENT.

4.1 General Terms and Conditions.

(a) Entity shall pay Contractor for Services in accordance with the terms in the applicable Task Order. Each invoice shall state the basis for the amount invoiced, including services completed, units and costs, and any work performed. Entity shall reimburse Contractor for pre-approved costs, as set forth in the relevant Task Order, reasonably incurred in performing the Services. No reimbursement will be made for any expenses of Contractor unless such expenses are approved in writing in advance by Entity and Contractor provides Entity with documentation of the approved expense, including receipts or other reports.

4.2 Taxes. The compensation amounts in this Agreement are inclusive of any taxes assessed on Contractor under applicable laws in connection with Contractor's execution, delivery and performance of this Agreement; and are exclusive of any taxes assessed on Owner under applicable laws in connection with Owner's execution, performance and delivery of this Agreement. Any and all taxes imposed on Contractor's income, imposed or assessed by reason of this agreement or its performance, including sales or use taxes, shall be paid by Contractor. Entity and Contractor specifically agree that Contractor is not an employee or agent of Entity. Contractor must submit an IRS Form W-9 to Entity before receiving payment on the invoice(s). If Entity does not receive the Form W-9, payment will be delayed until receipt.

4.3 Invoices. Unless provided otherwise in the applicable Task Order, Contractor shall invoice Entity monthly for the Services performed under this Agreement. Entity shall have fifteen (15) days from receipt of any such invoice to request documentation or further information for any work Contractor has listed on an invoice. Entity is not required to compensate Contractor for any work not listed as Services on any Task Order.

5. OWNERSHIP RIGHTS IN DELIVERABLES.

5.1 Ownership of Deliverables. All recorded information regardless of form or characteristic first produced in the performance of this Agreement, which is specified to be created or compiled under this Agreement, and that is delivered to Entity in connection with this Agreement, including all 'Deliverables' identified in a Task Order (the "**Deliverables**"; and all such recorded information, "**Original Information**") shall be the exclusive property of Contractor without restriction as to its use. Contractor hereby grants to Entity a non-exclusive, irrevocable, perpetual, royalty-free, worldwide right and license to use Deliverables for the purposes contemplated by this Agreement and the Prime Contract.

5.2 Ownership of Prior Proprietary Information. Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without Entity's direct or indirect financial support, and which is (a) not generally known or available from other sources without obligation concerning their confidentiality, (b) has not been made available by the owner to others without obligation concerning its confidentiality, (c) and is not already available to Entity without obligation concerning its confidentiality (such recorded information, "**Prior Proprietary Information**") shall remain the property of Contractor to the extent of its prior ownership; *provided that* to the extent such Prior Proprietary Information is contained in the Services or the Deliverables, Contractor hereby grants to Entity a non-exclusive, irrevocable, perpetual, royalty-free, worldwide right and license to use such Prior Proprietary Information for the purposes contemplated by this Agreement and the Prime Contract.

5.3 Non-Infringement. Contractor represents and warrants that its performance of the Services and Entity's use of the Services and Deliverables (or any part thereof) does not and will not violate, infringe or misappropriate, directly or indirectly, any rights of any Person, including any rights in intellectual property.

6. INSURANCE.

6.1 Contractor shall at its sole cost and expense procure, provide and maintain, and shall require each direct and indirect subcontractor to provide and maintain, in effect during the performance of any Services under this Agreement insurance coverage equal or better than as set forth at Exhibit B (*Required Insurance*) with carriers reasonably satisfactory to Entity, as follows.

6.2 Contractor shall furnish a certificate of insurance evidencing the required coverages before commencement of Services under this Agreement.

7. REPORTING.

7.1 Accounting Records: Contractor shall maintain all necessary records and documentation, and shall fully cooperate with any such audit(s).

7.2 Progress Reporting: Contractor shall provide Entity with written progress reports, as may be required and described in Exhibit A.

8. REPRESENTATIONS AND WARRANTIES.

Each Party represents and warrants to the other Party as follows.

8.1 Organization. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite power and authority and the legal right, to enter into and to perform its obligations hereunder and to carry out the terms hereof and the transactions contemplated hereby.

8.2 Authorization. The execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action, and it requires no approval or consent of any other Person not yet obtained.

8.3 Execution, Delivery; Binding Agreement. This Agreement has been duly executed and delivered on its behalf by its appropriate representative and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and by general principles of equity.

8.4 Litigation. There is no action, suit, proceeding or investigation pending or, to the best of its knowledge, threatened against it, before or by any court, administrative agency, environmental council, arbitrator or governmental authority, body or agency which could reasonably be expected to materially and adversely affect such Party's performance of its obligations hereunder or which questions the validity, binding effect or enforceability hereof, of any action taken or to be taken by it or any of the transactions contemplated hereby.

8.5 Compliance with other Instruments, etc. The execution, delivery and performance by such Party of this Agreement, and the consummation of the transactions contemplated hereby, will not result in any violation of any term of its organizational or governance documents, or any material contract or agreement applicable to it, or of any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, law, ordinance, rule or regulation applicable to it or any of its properties or to any obligations incurred by it or by which it or any of its properties or obligations are bound or affected, or of any determination or award of any arbitrator applicable to it, and will not conflict with, or cause a breach of, or default under, any such term or result in the creation of any lien upon any of its properties or assets.

8.6 Government Consent. No consent, approval, order, authorization, registration, declaration, filing, notice, license, permit, or taking any other action regarding any federal, state or local government or public body, authority or agency is required in connection with the valid authorization, execution, delivery and performance by such Party of this Agreement.

9. CONFIDENTIAL INFORMATION; PUBLICITY

9.1 Handling of Confidential Information. Each Party (each a "**Receiving Party**") agrees not to disclose to third parties Confidential Information received from the other Party ("**Disclosing Party**") and not to use such Confidential Information for its own benefit or the benefit of any other party, except to further the Services and Entity performance under the Prime Contract.

9.2 "**Confidential Information**" means information related to the business of the other Party, including the terms and conditions of this Agreement, all business plans, technical information or data, product ideas, methodologies, algorithms and analytical routines, software, and all personnel, customer, suppliers, contracts and sale, financial and other information, ideas, materials or other subject matter of such Party, whether disclosed orally, in writing or otherwise, that is provided by Disclosing Party to the Receiving Party clearly marked as confidential or that would reasonably be understood to be considered confidential under the circumstances. Information shall not be Confidential Information if it is: (a) already known free of restriction when it is obtained by the Receiving Party, (b) subsequently learned by the Receiving Party from a third party without breach of this Agreement, (c) is or becomes publicly available through no fault, default or breach of or by the Receiving Party or (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party.

9.3 Non-Disclosure. Neither Party shall disclose Confidential Information of the other Party to any Person, firm or enterprise, unless authorized by the other Party in writing, except that each Party may disclose such Confidential Information (a) to its employees, agents, sub-contractors, advisors and consultants with a legitimate need to know the same, (b) if the Receiving Party is Entity, to the Commissioning Entity if related to Entity's performance under the Prime Contract and (c) under applicable law, rule or regulation or compulsion of proper judicial or other legal process. Each Party also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, and shall take reasonable measures to restrict access to such information while in such Party's possession, to those employees needing such information to perform the work described herein, *i.e.*, on a "need to know" basis. Each Party agrees to immediately notify the other Party in writing if such Party determines or has reason to suspect a breach of this requirement has occurred.

9.4 Return or Destruction of Confidential Information. Upon termination or expiration of this Agreement, upon request of the Disclosing Party to such effect, the Receiving Party shall return to the Disclosing Party or confidentially destroy (and certify such confidential destruction in a form reasonably acceptable to the Disclosing Party) all Confidential Information of such Disclosing Party, all documents and media containing such Confidential Information and any copies or extracts thereof. Upon written request by the Disclosing Party, the Receiving Party shall promptly cease, and shall cause its recipients to cease, use of such Confidential Information and any information or materials that contain, incorporate or are derived from such Confidential Information.

9.5 Remedies. Each Party (as Receiving Party) acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets of the Disclosing Party and that any unauthorized use or disclosure of such information would cause the Disclosing Party irreparable harm for which remedies at law would be inadequate. Each Party (as Receiving Party) agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to seek the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Receiving Party's obligations hereunder regarding the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.

10. TERM; TERMINATION RIGHTS.

10.1 Term. Subject to early termination under this Article 10 and survival of provisions under Section 14.9, the period of effectiveness of this Agreement shall begin on the Effective Date and will continue until the later of the second anniversary of the Effective Date and the end of the performance period identified in any Task Order entered into before the expiry or termination of this Agreement.

10.2 Termination for Breach. If a Party is in breach of any representation, warranty, or covenant of this Agreement and fails to cure and rectify such breach within 30 days after receiving Notice of such breach from the other Party, the non-breaching Party may terminate this Agreement by giving ten days' written notice thereof; *provided that* such termination shall not be effective if the breach of which the breaching Party has been notified has been cured before the expiration of the ten days.

10.3 Termination for Insolvency. Either Party may immediately terminate this Agreement upon written notice if the other Party (a) is adjudicated bankrupt or becomes insolvent, winds up or liquidates its business voluntarily or otherwise, (b) commences a voluntary case under any state or federal bankruptcy laws, or (c) acquiesces to, or fails to have dismissed, within 60 days, any petition filed against it in any involuntary case under such bankruptcy laws.

10.4 Additional Remedies for Material Breach.

If Entity terminates the Agreement under Sections 10.2 or 10.3, Entity shall accept any Deliverables, or part thereof completed by Contractor up to the termination and shall pay Contractor in accordance with this Agreement, or in such reasonable amount as the Parties agree.

10.5 Additional Remedies of Contractor for Material Breach. If this Agreement is terminated by Contractor under Sections 10.2 or 10.3, Contractor shall be entitled to payment for all Services rendered and reimbursement of costs incurred by early termination of its subcontractors and early demobilization.

11. INDEMNITY.

The Contractor shall indemnify, defend and hold harmless Entity against any third party claim, including costs and reasonable attorney's fees, in which Entity is named as a result of the gross negligence or willful misconduct of the Contractor, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim..

12. NOTICES.

All notices and other communications required or permitted under this Agreement shall be in writing mailed via a nationally recognized overnight courier (with written confirmation of receipt), or sent via email correspondence (with electronic confirmation of receipt), to the Party at the addresses set forth below, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice. All notices shall be deemed given: (a) immediately, upon personal delivery; or (b) the first business day after receipt of electronic confirmation of email receipt.

To Contractor:	To Entity:
Arnab Pal Center for Sustainable Energy 3980 Sherman Street, Suite 170 San Diego, CA 92110 Arnab.pal@energycenter.org	Sean McPhetridge, Superintendent Cabrillo Unified School District 498 Kelly Ave. Half Moon Bay, CA 94019

Either Party may change its address for the purposes of this Section by giving written notice of such change to the other Party in the manner provided in this Section.

13. GOVERNING LAW; DISPUTE RESOLUTION.

13.1 Governing Law. This Agreement shall be construed and enforced under the substantive laws of the State of California.

13.2 Disputes. The Parties shall use their best efforts to amicably settle any claim, controversy, disagreement or other matter in question between the Parties that arise out of or relate to the terms and conditions or formation of this Agreement or regarding the performance or non-performance by the Parties of their respective obligations under this Agreement, including any claim for breach or repudiation thereof (a "**Dispute**"). To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution to any Dispute satisfactory

to both Parties. If the Parties do not reach such solution within sixty (60) days, upon notice by either Party to the other, such dispute, claim, question, or disagreement shall be submitted to binding arbitration under Section 13.3 below.

13.3 Binding Arbitration.

(a) Any Dispute that the Parties cannot resolve under Section 13.2 above shall be finally settled by arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules, *provided that* a demand for arbitration shall not be made after the date when institution of a legal or equitable proceeding based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

(b) The arbitration shall be conducted by a single arbitrator with experience in commercial matters. The arbitrator shall be chosen by agreement of the Parties within five (5) days after the request for arbitration is received pursuant to the above. If the Parties cannot agree on an arbitrator within such time, then the arbitrator shall be chosen under the AAA procedures from its panel of arbitrators with high technology commercial experience. Notwithstanding the process for choosing the arbitrator, an arbitrator shall be chosen within ten (10) days after the request for arbitration is received.

(c) The arbitration hearing shall be held in San Diego County, California, or at such other place that mutually agreed by the Parties and the arbitrator. The place of the arbitration hearing will be established within thirty (30) days from the request/demand for arbitration. The arbitration shall commence within twenty (20) days from the date the place of arbitration hearing is established, and the arbitration shall be concluded in not over three (3) days unless otherwise ordered by the arbitrator.

(d) The arbitrator shall have no authority to issue an award contrary to the express terms of this Agreement or the laws of the State of California or applicable US Federal Law, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

(e) The Parties shall exchange all documents they intend to submit to the arbitrator for consideration and may conduct a reasonable number of witness depositions before the final arbitration hearing. The award on the hearing shall be made within fourteen (14) days after the close of the submission of evidence. An award rendered by the arbitrator shall be final and binding on the Parties to such proceeding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to determine issues of arbitrability and to award compensatory damages, but shall not have authority to award punitive or exemplary damages.

(f) Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any other remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief necessary to protect the rights or property of that Party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). The arbitrators shall award to the prevailing Party, if any, as determined by the arbitrator, all of its costs and fees. As used in this Section, "costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees of the arbitration, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

14. MISCELLANEOUS.

14.1 Amendments. The terms and conditions of this Agreement may not be changed except by written amendment signed by both Parties.

14.2 Assignment. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party and any attempt to do so shall be void *ab initio*; *provided that* either Party may assign this Agreement to a successor of the Party's entire business relating to this Agreement. This Agreement is binding upon and will inure to the benefit of Entity and Contractor and their respective successors and permitted assigns.

14.3 Entire Agreement. This Agreement (including the Exhibits) constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties, oral or written, express or implied, are hereby superseded and merged herein. Contractor represents and warrants it has reviewed and understands included or referenced exhibits in the Master Services Agreement or Task Order, whether attached hereto or provided in a separate correspondence, and agrees to the terms therein.

14.4 Severability. All provisions shall be interpreted to apply to the extent permitted by applicable law. If any provision of this Agreement or any part of any such provision is held to be invalid or unenforceable by a court of competent jurisdiction, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable under the laws of the State of California.

14.5 Rights are Cumulative. Except as expressly stated herein, the Parties' respective rights and remedies as stated herein are cumulative and not to the exclusion of each other or of any other rights or remedies a Party may have hereunder or at law or in equity; a Party may decline to exercise any one or more of its rights and remedies as it may deem fit, without jeopardizing any other rights and remedies it may have hereunder or at law or in equity.

14.6 Third-party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Agreement.

14.7 Employee Solicitation. During the term of this Agreement, and for six months after the termination of this Agreement, neither Party will solicit or employ employees of the other Party without written permission of the other Party.

14.8 Relationship of Parties; Subcontracting.

(a) This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Entity and Contractor or to impose any partnership, trust, or agency obligation, liability or relationship upon either Party. Entity and Contractor shall have no right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

(b) The relationship between Entity and Contractor shall be that of contracting party to independent contractor. Subject to the specific terms of this Agreement, neither Party shall have the general right to prescribe how the other Party shall meet its obligations under this Agreement.

(c) Contractor is not an employee of Entity and shall not be entitled to any benefits or rights, including sick leave, vacation leave, holiday pay, worker's compensation or other insurance benefits. Each Party shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of individuals to perform such Party's obligations under this Agreement, including all federal, state, and local income, social security, payroll, and employment taxes, and statutorily mandated workers'

compensation coverage. None of the individuals employed by one Party shall be considered employees of the other Party for any purpose; nor shall either Party represent to any individual that he or she is or shall become the other Party's employee or agent.

(d) Only upon prior written consent from Entity may Contractor use the services of subcontractors to perform its obligations under this Agreement. Contractor shall cause Entity-approved subcontractors to be provided with a copy of this Agreement and Contractor shall cause said subcontractors to comply with the terms of this Agreement to the extent applicable for such subcontractor's scope of work.

14.9 Effect of Termination; Survival. Upon the expiration or termination of this Agreement, except for Sections 1.2, Article 5, Sections 10.4 and 10.5 and Articles 9, 11, 12, 13, and 14, which shall survive any termination or expiration of this Agreement, this Agreement shall become wholly void and of no further force and effect, and following such expiration or termination no Party shall have any liability under this Agreement to the other Party, except that each Party shall remain liable for any breaches of this Agreement that occurred before its expiration or termination.

14.10 Waiver. Any waiver of the provisions of this Agreement must be in writing and shall not be implied by any usage of trade, course of dealing or course of performance. No exercise of any right or remedy by Enity or Contractor shall constitute a waiver of any other right or remedy contained or provided by applicable laws. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement, shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

14.11 Counterparts. This Agreement may be executed in two or more counterparts and by different Parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

[*signature page follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CONTRACTOR	**ENTITY**
Signature:_____	Signature:_____
Name: Lawrence E. Goldenhersh Title: President	Name: Sean McPhetridge Title: Superintendent

Exhibit A
Task Order #1

Scope of Services

Task 1 – Resiliency Analysis

Subtask 1.1: Risk Analysis

CSE ("Contractor") will identify regional risk factors for Cabrillo Unified School District (the "District" or "Entity") through collaboration with key District staff and develop a rubric for which to "score" each District property. CSE will conduct independent research, using methodologies developed through previous work on US Department of Energy-funded projects, to identify key risks for the District. CSE will rank the District's building portfolio based on deemed risk to identify priority sites for optimal investment to bolster resiliency across the District. CSE will survey key District staff to identify critical operations and essential infrastructure to inform the ideal technology combinations in development of Resiliency Proposals.

Subtask 1.2: Energy Analysis

CSE will analyze District energy bills to establish an energy consumption baseline for each property. CSE will interface with energy service company selected by the District to estimate post-implementation energy consumption following implementation of energy conservation measures at each site.

Subtask 1.3: Resiliency Proposals

CSE will provide recommendations targeting the top three properties identified in preceding Risk Analysis (1.1) and Energy Analysis (1.2) tasks. The package will summarize findings from each task, explain rationale behind technology recommendations, and detail a clear course of action for the District with a roadmap recommending next steps.

Deliverables for Task 1 shall include:

- District "Risk Analysis" scoring rubric
- Ranking of District sites based on risk factors identified in Subtask 1.1
- Custom distributed energy resources package tailored to top three (3) properties including preliminary equipment sizing and cost estimates
- Roadmap recommending implementation to meet the District's resiliency goals. As time permits, CSE will work to coordinate the roadmap recommendations with the District's Facility Plan.

Task 2 - Funding Analysis

Task 2 activities will identify funding opportunities available to public schools to incentivize and reduce the cost of installing electric vehicle charging infrastructure, solar PV, energy storage systems, and other distributed energy resources as identified in the Resiliency Analysis.

Specific elements of the Funding Analysis include the following reviews:

Subtask 2.1: Funding Source Review

CSE will identify potential funding sources for public schools to implement projects on distributed energy resources, transportation, and resilience. Funding sources may include but are not limited to:

- California state cap-and-trade grant funds (administered through the Air Resources Board (ARB), California Energy Commission, Strategic Growth Council and other state agencies)
- Local air district funding
- Volkswagen Settlement Funds (Administered by ARB)
- State-level funding for wildfire/resiliency
- Environmental Protection Agency funds (specifically for transportation)
- California Public Utility Commission (CPUC) ratepayer funded programs (e.g. Self-Generation Incentive Program for storage)
- Philanthropic grant funds dedicated to climate, energy and infrastructure resilience

The funding source review will include the following elements:

- Incentive List: List of philanthropic, federal, state, regional and local incentive or grant programs available to the District to fund distributed energy resource and electric vehicle charging infrastructure technologies

- Incentive Analysis: Breakdown of incentive amounts per funding opportunity and analysis of total incentives available based on technology combinations and sizes. This will give the District an idea of the total amount of incentive and grant funding for which it could apply.

- Application Process: Brief description of the application process and documentation requirements for each incentive opportunity with links to program handbooks, websites, application portals, and/or other relevant program documentation. This will also include recommendations, if necessary, on which entity should ideally handle the application process (such as the customer, project developer, system manufacturer, etc.).

- Funding Mechanism Review: CSE will analyze different funding mechanisms (e.g. credits vs. grants vs. loans vs. public-private financing options) and determine which mechanisms fit best with the District's energy, environmental and resilience goals.

Subtask 2.2: Eligibility Review

CSE will confirm eligibility requirements to ensure proposed projects will be eligible for reviewed funding sources.

This review will include:

- Eligibility Requirements: List of eligibility requirements for each funding opportunity. These may include but are not limited to the following factors:
    - Utility customer class (i.e. commercial, residential, government, etc.)
    - Services provided (i.e. educational, emergency services, etc.)
    - Geographic location
    - Technologies used on site
    - Timing of project development and installation
    - Utility rate schedule

- Technical Requirements: List of technical requirements for each funding opportunity. These may include but are not limited to the following factors:
    - Operational requirements of technologies

- NRTL certification requirements
- Warranty requirements

Deliverables for Task 2 shall include:

- *Funding Analysis Report* comprised of funding source, funding mechanism and eligibility reviews

Compensation

District shall pay CSE a fixed-fee of $49,765 for all activities described in the scope above. CSE shall be paid per deliverable based on the schedule below, and will invoice for payment upon completion of each deliverable. The timeline for completion of each subtask and corresponding deliverable is provided below. The timeline will be considered flexible in light of the COVID-19 shelter-in-place order and uncertainty as to when it will be lifted.

Budget by Task

Task	Labor Budget	Estimated Completion
Task 1 – Resiliency Analysis		
Subtask 1.1 Risk Analysis • **Deliverable:** District "Risk Analysis" scoring rubric	$15,700	June 5, 2020
Subtask 1.2 Energy Analysis • **Deliverable:** Ranking of District sites based on risk factors identified in Subtask 1.1 • **Deliverable:** Custom distributed energy resources package tailored to top three (3) properties including preliminary equipment sizing and cost estimates	$14,850	July 24. 2020
Subtask 1.3 Resiliency Proposal • **Deliverable:** Roadmap recommending implementation to meet the District's resiliency goals, which will include alignment with the District's facilities plan objectives and goals	$14,500	September 11, 2020
Task 2 - Funding Analysis		
Subtask 2.1 Funding Source Review	$4,000	June 12, 2020
Subtask 2.3 Eligibility Review • **Deliverable:** *Funding Analysis Report* comprised of funding source, funding mechanism and eligibility reviews		
Travel (kick-off meeting)	$715	
Total Budget	**$49,765**	

If District would like additional scope or an expansion of the services described above, CSE will work with District to develop a mutually agreeable approach, timeline and relevant deliverables. Any additional work shall be billed on a time and materials basis applying the hourly rates identified below.

Hourly Rates

Labor Category	Hourly Rate
Senior Engineer	$200
Director, Distributed Energy Resources	$180
Engineer	$150
Project Manager, Distributed Energy Resources	$150
Specialist, Distributed Energy Resources	$125
Analyst, Policy	$100

Exhibit B to Master Services Agreement
Required Insurance

1. Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring Entity, and Employer's Liability insurance with limits of not less than $1,000,000 each employee for accident, $1,000,000 each employee for disease, and $1,000,000 policy limit for disease.

2. Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Contractor's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than $1,000,000 for each occurrence, an annual aggregate of $2,000,000, and a products/completed operations aggregate of $2,000,000. Such policy shall cover Entity as an additional insured, include a severability of interest provision, and be primary and not contributory regarding any insurance carried by Entity.

3. Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Contractor in the performance of the Services with a combined single limit of not less than $1,000,000 for each occurrence of bodily injury and property damage.

4. Errors & Omissions/Professional Liability insurance, including cover for liability arising from intellectual property infringement, information technology and software development services, with limits of $1,000,000.

The insurance to be provided by Contractor under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than $250,000 unless approved in writing by Entity; any endorsement limiting coverage available to Entity that is otherwise required by this Section 11; and any policy or endorsement language that (i) negates coverage to Entity for Entity own negligence; (ii) limits the duty to defend Entity; (iii) provides coverage to Entity only if Contractor is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this Agreement shall contain no restrictions or limitations inconsistent with Entity's rights under this Agreement.

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: January 16, 2020
TO: Members of the Board Governing
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Consent
RECOMMENDATION: Approve Quarterly Report on Williams Uniform Complaints (Education Code §35186)

BACKGROUND INFORMATION

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

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

REPORT/PROPOSAL

There has been one Williams Uniform Complaint (Education Code §35186) received by the Cabrillo Unified School District during the previous quarter.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

SAN MATEO COUNTY OFFICE OF EDUCATION
Excellence and Equity in Education

Quarterly Report on 2019-2020 *Williams* Uniform Complaints
[Education Code § 35186]

District: Cabrill Unified School District

Person completing this form: Rosibel Acosta Title: Admin. Assistant to the Superintendent

Quarterly Report:
(*check one*)

- ☐ **1st Quarter** – *7/1/2019 through 9/30/2019* – **DUE October 31, 2019**
- ☐ **2nd Quarter** – *10/1/2019 through 12/31/2019* – **DUE January 31, 2020**
- ☒ **3rd Quarter** – *1/1/2020 through 3/31/2020* – **DUE April 30, 2020**
- ☐ **4th Quarter** – *4/1/2020 through 6/30/2020* – **DUE July 31, 2020**

Date for information to be reported publicly at governing board meeting: 04/16/2020

Please check the box that applies:

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

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

General Subject Area	Number of Complaints Received	Number of Complaints Resolved	Number of Complaints Unresolved
Textbooks and Instructional Materials	0	0	0
Facility Conditions	1	1	0
Teacher Vacancy or Misassignment	0	0	0
TOTAL	0	0	0

Sean McPhetridge, Ed.D.
Print Name of District Superintendent

Signature of District Superintendent

04/17/2020
Date

Remember to sign and date the report **after** *it is presented at the district's board meeting.*

Please submit Quarterly Report via email cmaponte@smcoe.org.

101 Twin Dolphin Drive • Redwood City • CA • 94065-1064 • 650-802-5300 • www.smcoe.org

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Consent
RECOMMENDATION: Approve Minutes of the March 12, 2020 Regular Governing Board Meeting

BACKGROUND INFORMATION

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

REPORT/PROPOSAL

The unadopted minutes of the March 12, 2020 Regular Governing Board meeting are included in this Board packet for consideration.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

CABRILLO UNIFIED SCHOOL DISTRICT

Governing Board Meeting

(Unadopted) Minutes

Thursday, March 12, 2020
Special Closed Session 5:30 PM | Regular Closed Session 6:00 PM | Public Session 7:00 PM
District Office Board Room
498 Kelly Avenue, Half Moon Bay, CA 94109

Board Members Present:	Ms. Kimberly Hines, President Ms. Lizet Cortes, Vice President Ms. Mary Beth Alexander, Clerk to the Governing Board Ms. Sophia Layne, Member Ms. Freya McCamant, Member (Participated partially by phone)
Administrators at the Table:	Dr. Sean McPhetridge, Ed.D., Superintendent Dr. Leticia Bhatia, Ed.D., Assistant Superintendent Dr. Holly Wade, Ph.D., Assistant Superintendent Mr. Jesus Contreras, Chief Business Officer
Student Board Representative:	Miss Lauren DuBose, Student Board Representative

1. CALL TO ORDER

2. ROLL CALL / QUORUM

Ms. Kimberly Hines, President
Ms. Lizet Cortes, Vice President
Ms. Mary Beth Alexander, Clerk to the Governing Board
Ms. Freya McCamant, Member (Participated in Closed Session by phone)
Ms. Sophia Layne, Member

3. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

There were no public comments prior to Closed Session.

4. RECESS TO CLOSED SESSION – 5:30 PM

5. RECONVENE OPEN SESSION – 7: 00 PM

President Kimberly Hines reported the following action taken in closed session:

1. Under Personnel Matters, the Governing Board voted 5 to 0 to non-reelect:

One (1) Certificated management employee for the 2020-21 school year equating to a Full Time Equivalent of 1.0.

2. Under Personnel Matters, the Governing Board voted 5 to 0 to release:

Twenty-three (23) Temporary certificated employees for the 2020-21 school year equating to a Full Time Equivalent of 6.03.

6. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Student Board Representative Miss Lauren DuBose.

7. APPROVAL OF AGENDA

President Kimberly Hines requested an amendment to the agenda by moving the consent items 12.a, 12.b, and 12.c to the action agenda.

Motion to approve the agenda as presented/amended by Member Sophia Layne and seconded by Member Mary Beth Alexander.

(M-21) Passed 4 - 0 with Student Representative voting aye
Ms. Freya McCamant, Member - Absent

8. SPECIAL RECOGNITIONS

a. The Governing Board recognizes retired administrator Mike Andrews for his continued support and service to Cabrillo Unified School District

Mr. Mike Andrews was not able to attend this meeting. The Governing Board agreed to postpone the recognition to a later meeting.

9. COMMUNICATIONS

a. Public Comments

Ms. Vasa Endicott, CUSD substitute teacher, came to urge the Board to consider closing the schools to help prevent spreading the COVID-19 to schools and community.

Ms. Breanna Lafontaine, Coastsiders for Better Education Funding Co-Founder, came to talk to the Board about the Coastside for Better Education Funding initiative and to ask the community to advocate for fair funding for education.

Miss Lauren DuBose, HMBHS student and Student Board Representative, spoke to the Board about the conditions of HMBHS bathroom.

Ms. Katie Aschero, El Granada PTO President, and members of Farallone View PTO, came to share with the Board and the public a letter sent to HMB Review Editor by Friends of Farallone PTO supporting Moonridge families transferring to Hatch.

Ms. Erlinda Tulioc, Farallone View teacher and CUTA Site Representative, came to talk to the Board about the decision to reduce busing and providing Moonridge families the option to transfer to Hatch. Ms. Tulioc also shared all the great contributions of Moonridge students and families to Farallone View.

Ms. Laurie McMahon, El Granada teacher, spoke to the Board in support of CUSD teachers and asked Administrators to also support teachers and visit schools.

Ms. Jill Jacobson, Boy and Girls Club of the Coastside Executive Director, shared with the Board and the public a preview of their relationship with CUSD and Cunha Athletics Program. Ms. Jacobson also shared that the Boys and Girls Club of the Coastside will be able to help restore the after school Cunha Athletics Program next school year.

Ms. Indelisa Contreras, CUSD Preschool parent, read a letter on behalf of Big Lift preschool parents supporting the proposal of extending the Kindergarten instructional time.

b. Employee Organizations Report

i. CUTA Representative

CUTA Bargaining Chair Sean Riordan talked to the Board about the FCMAT report presented at the February 12, 2020 Board meeting and read a letter on behalf of the CUTA Service Center about the fiscal situation of the district.

ii. CSEA Representative

CSEA President Stig Lynne talked with the Board about CSEA conversations with district administration about the school closures. Mr. Lynne also shared his concerns about school meals accessibility during the school closures.

c. Board Member Reports

Member Sophia Layne said she had the opportunity to learn more about MTSS at training by the San Mateo County School Board Association and was able to be part of the LGBTQ Roundtable co-sponsored by Coast Pride. Ms. Layne also shared she was able to attend a training on school finance in Santa Rosa. Ms. Layne said that despite the ongoing challenges the district faces including the new Coronavirus pandemic she hopes to successfully navigate the challenges working together.

Member Mary Beth Alexander said she appreciates CUSD teachers and administrators and thanked them for all they do. Ms. Alexander asked everybody to work collaboratively and respectfully as a team to better serve our students.

Member Lizet Cortes said she has seen a great improvement in ELAC and DELAC meetings. Ms. Cortes said it is great to see teachers, principals, and administrators attend those meetings and she invited teachers and principals to also participate in their ELACs and DELAC. Ms. Cortes shared she had a productive meeting with Latino Community Leaders and district administrators.

Member Kimberly Hines said she had the fortune to meet with Senator Hill and Assemblymembers Berman and Mullin where she was able to bring a cost of living profile for different cities. Ms. Hines said that it is important to collaborate and outreach within our community but it's also important to reach out to our representatives for fair funding to implement our programs and recognize our teachers the way they deserve.

d. Student Board Member Report

Student Board Member Lauren DuBose provided the Board and the public an update on Los Listos Preschool, Hatch Elementary, El Granada Elementary, Kings Mountain Elementary, Cunha Intermediate, Half Moon Bay High School, Pilarcitos High School, and La Costa Adult School events and activities.

e. Superintendent Report

Superintendent Dr. Sean McPhetridge thanked the public speakers that came to talk to the Board. Dr. McPhetridge said that COVID-19 has dominated a lot of attention in the last weeks and he has been in constant conversations with superintendents, the San Mateo County Office of Education, and the San Mateo County Health Department.

Dr. McPhetridge shared he attended the No One Eats Alone Day event at Cunha, the event was part of Cunha's efforts to have a safe and secure campus and to stop bullying. Dr. McPhetridge said he was delighted to go to the Read Across America events at Farallone View and Los Listos, to the PTO Alliance meeting, to the Hatch Immersion Program Orientation meeting, and HMBHS Girls Basketball game at the Event Center. He said that despite all the challenges we are facing as a district and as a community, lots of great things are happening at our schools.

Dr. McPhetridge said he met with CUTA representatives to plan remote learning in the case the district dismisses students from school. Dr. McPhetridge thanked CUTA and CSEA staff that will continue working so we can keep all our students learning.

10. INFORMATIONAL REPORTS

a. Presentation on Language Master Plan 2019-20

Dr. Leticia Bhatia, Assistant Superintendent, Curriculum and Instruction, presented the updated Language Master Plan 2019-20.

Mr. Ramon Macias, CUTA Co-President and Cunha teacher, made a comment on this item. Mr. Macias said that it's important to talk to parents about reclassification but it is also important parents are told that an EL student could also be a successful student.

b. Overview of Summer School 2020

Dr. Leticia Bhatia, Assistant Superintendent, Curriculum and Instruction, presented an overview of Summer School 2020.

11. DISCUSSION ITEMS

a. Public Hearing on Approval of Waiver Application of a By-Trustee Area Election

President Kimberly Hines opened Public Hearing at 9:25 PM.

Ms. Heidi Mills, CUTA Co-President and El Granada Elementary teacher, came to ask the Board about the process of approval of the orange map.

After discussion by the Governing Board and hearing comments from the public, the public hearing was closed at 9:36 PM.

Motion to approve Waiver Application of a By-Trustee Area Election made by Member Mary Beth Alexander and seconded by Member Lizet Cortes.

(M-22) Passed 4 - 0 with Student Representative voting aye
Ms. Freya McCamant, Member - absent

b. Appointment of Governing Board Representatives for 2020

The Governing Board discussed and chose their committee assignments for 2020.

12. CONSENT ITEMS

a. Field Trip for HMBHS Track and Field to Easter Relays in Santa Barbara, CA
b. Field Trip for HMBHS Beach Volleyball to CBVA Tournament in Santa Barbara, CA
c. Approval of Field Trip for HMBHS FFA to State Conference in Anaheim, CA

Items 12.a, 12.b, and 12c moved to the Action Agenda.

d. Approval of Classified Personnel Report
e. Acceptance of Donations to Cabrillo Unified School District
f. Approval of the Winter Submission of the Consolidated Application and Reporting System
g. Acceptance of Auditor Selection for Cabrillo Unified School District
h. Approval and Adoption of Minutes of the February 12, 2020 Regular Governing Board Meeting
i. Approval of Cabrillo Unified School District Governing Board Policy Updates and Adopt the Proposed Revisions as Recommended by the California School Boards Association

Motion to approve 12.d through 12.i consent items was made by Member Mary Beth Alexander and seconded by Member Sophia Layne.

(M-23) Passed 4 - 0 with Student Representative voting aye
Ms. Freya McCamant, Member - absent

13. ACTION ITEMS

a. Adoption of Resolution No. 04-20 Encouraging Coastside Residents to Participate in the 2020 Census

Motion to adopt Resolution No. 04-20 Encouraging Coastside Residents to Participate in the 2020 Census made by Member Sophia Layne and seconded by Member Mary Beth Alexander.

(M-24) Passed 4 - 0 with Student Representative voting aye

ROLLCALL
Ms. Kimberly Hines, President - aye
Ms. Lizet Cortes, Vice President - aye
Ms. Mary Beth Alexander, Clerk to the Governing Board - aye
Ms. Freya McCamant, Member - absent
Ms. Sophia Layne, Member - aye

b. Adoption of Resolution No. 05-20 Decreasing the Number of Certificated Employees Due to a Reduction in Particular Kinds of Services

Motion to adopt Resolution No. 05-20 Decreasing the Number of Certificated Employees Due to a Reduction in Particular Kinds of Services made by Member Mary Beth Alexander and seconded by Member Sophia Layne.

(M-25) Passed 4 - 0 with Student Representative voting aye

ROLLCALL
Ms. Kimberly Hines, President - aye
Ms. Lizet Cortes, Vice President - aye
Ms. Mary Beth Alexander, Clerk to the Governing Board - aye
Ms. Freya McCamant, Member - absent
Ms. Sophia Layne, Member - aye

c. Adoption of Resolution No. 06-20 Determining the Criteria of Order of Seniority for Employees with Same Date of First Day Paid Services

Motion to adopt Resolution No. 06-20 Determining the Criteria of Order of Seniority for Employees with Same Date of First Day Paid Services made by Member Sophia Layne and seconded by Member Lizet Cortes.

(M-26) Passed 4 - 0 with Student Representative voting aye

ROLLCALL
Ms. Kimberly Hines, President - aye
Ms. Lizet Cortes, Vice President - aye
Ms. Mary Beth Alexander, Clerk to the Governing Board - aye
Ms. Freya McCamant, Member - absent
Ms. Sophia Layne, Member - aye

d. Adoption of Resolution No. 07-20 Reducing and/or Discontinuing of Classified Positions

Motion to adopt Resolution No. 07-20 Reducing and/or Discontinuing of Classified Positions made by Member Lizet Cortes and seconded by Member Mary Beth Alexander.

(M-27) Passed 4 - 0 with Student Representative voting aye

ROLLCALL
Ms. Kimberly Hines, President - aye
Ms. Lizet Cortes, Vice President - aye
Ms. Mary Beth Alexander, Clerk to the Governing Board - aye
Ms. Freya McCamant, Member - absent
Ms. Sophia Layne, Member - aye

At 9:49 PM President Kimberly Hines requested motion to continue past the 10:00 PM curfew. Motion made by Member Sophia Layne and seconded by Member Mary Beth Alexander

(M-28) Passed 4 - 0 with Student Representative voting aye
Ms. Freya McCamant, Member - absent

e. Approval of Second Interim Financial Report for the Fiscal Year 2019-20

Motion to approve Second Interim Financial Report for the Fiscal Year 2019-20 made by Member Lizet Cortes and seconded by Member Mary Beth Alexander.

(M-29) Passed 4 - 0 with Student Representative voting aye
Ms. Freya McCamant, Member - absent

f. Approval Consideration of Selection of CSBA Assembly Delegates on Ballot for San Mateo County Sub-region 5-B

Motion to approve Consideration of Selection of CSBA Assembly Delegates on Ballot for San Mateo County Sub-region 5-B made by Member Sophia Layne and seconded by Member Lizet Cortes.

(M-30) Passed 4 - 0 with Student Representative voting aye
Ms. Freya McCamant, Member - absent

g. Field Trip for HMBHS Track and Field to Easter Relays in Santa Barbara, CA

(M-31) Failed 2 - 1 with Student Representative voting aye and one abstention
Ms. Freya McCamant, Member - absent

h. Field Trip for HMBHS Beach Volleyball to CBVA Tournament in Santa Barbara, CA

(M-32) Passed 3 - 1 with Student Representative voting aye
Ms. Freya McCamant, Member - absent

i. Approval of Field Trip for HMBHS FFA to State Conference in Anaheim, CA

(M-33) Passed 3 - 1 with Student Representative voting aye
Ms. Freya McCamant, Member - absent

17. ADJOURNMENT OF THE MEETING

Motion to adjourn the meeting made by Member Lizet Cortes and seconded by Member Sophia Layne.

(M-34) Passed 4-0 with Student Representative voting aye
Ms. Freya McCamant, Member - absent

Meeting adjourned at 11:07 PM

Minutes prepared by Rosibel Acosta, Administrative Assistant to the Superintendent

Minutes presented by Sean McPhetridge, Ed.D., Secretary to the Governing Board

Certified by:

_____ _____

Mary Beth Alexander
Clerk to the Governing Board

Date

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: Holly Wade, Ed.D., Assistant Superintendent, Educational Support Services
CATEGORY: Action
RECOMMENDATION: Adopt Proclamation, Endorsing April as National Autism Awareness Month

BACKGROUND INFORMATION

The Centers for Disease Control and Prevention (CDC) estimates that 1 in 68 children live with autism spectrum disorder (ASD). It is vital that students living with autism spectrum disorder feel included and accepted in our classrooms, businesses, and communities. Every year, people around the world join together to support Autism Awareness Month and light up their communities by wearing blue through the month of April.

REPORT/PROPOSAL

April has been designated National Autism Awareness Month. The Cabrillo Unified School District Governing Board recognizes and celebrates the countless ways individuals who live on the autism spectrum contribute to and strengthen our communities. The Cabrillo Unified School District Governing Board is being asked to encourage the community to “Light It Up Blue” through the month of April to help shine a light on autism.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

CABRILLO UNIFIED SCHOOL DISTRICT
HALF MOON BAY, CALIFORNIA

PROCLAMATION

Endorsing April as National Autism Awareness Month

WHEREAS, April has been designated National Autism Awareness Month; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) estimate that 1 in 68 children live with autism spectrum disorder (ASD); and

WHEREAS, autism is a lifelong neurological disorder, and the national autism prevalence rate now places it as the third most common developmental disability in the country today; and

WHEREAS, autism can result in difficulties in communication, socialization, sensory perception, and behavior characteristics, with difficulties ranging from mild to severe; and

WHEREAS, autism knows no racial, ethnic, or social boundaries; and

WHEREAS, our understanding of autism has grown tremendously since it was first diagnosed in 1943, but there is still much to learn; and

WHEREAS, every year, people around the world join together to support National Autism Awareness Month and light up their communities by wearing blue through the month of April; and

WHEREAS, the Cabrillo Unified School District Board of Education celebrates the countless ways individuals who live on the autism spectrum contribute to and strengthen our communities; and

WHEREAS, it is absolutely vital that students living with autism spectrum disorder feel included and accepted in our classrooms, businesses, and communities;

NOW, THEREFORE, BE IT RESOLVED that the Cabrillo Unified School District Board of Education hereby observes April as Autism Awareness Month;

PASSED AND ADOPTED this 16th day of April, 2020 at a regular meeting of the Governing Board of Cabrillo Unified School District by the following vote.

Mary Beth Alexander:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Lizet Cortes:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Kimberly Hines:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Sophia Layne:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Freya McCamant:	_____	Aye	_____	No	_____	Abstain	_____ Absent

Certified by:

_____
Mary Beth Alexander
Clerk to the Board of Education
Cabrillo Unified School District

Attest by:

_____

Sean McPhetridge, Ed.D.
Secretary to the Board of Education
Cabrillo Unified School District

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: Leticia Bhatia, Assistant Superintendent, Curriculum and Instruction
James Barnes, Principal, Cunha Intermediate School
David Papp, History Social Science Teacher
CATEGORY: Action
RECOMMENDATION: Adopt New History Social Science Curriculum for Cunha Intermediate School

BACKGROUND INFORMATION

This is a request to approve the adoption of a new Social Studies curriculum for Cunha Intermediate School beginning the 2020-2021 school year. After reviewing and piloting available California Department of Education adopted products for the History-Social Science curriculum, our middle school's History-Social Science department has chosen the newest editions offered by *History Alive! - Teachers' Curriculum Institute (TCI).*

REPORT/PROPOSAL

Cunha Intermediate School is currently using the older version of *History Alive! - Teachers' Curriculum Institute (TCI)*. After a full year of piloting newly adopted History-Social Science materials, the newly adopted History Alive! remained the top choice for History-Social Studies teacher at Cunha Intermediate. In addition, the older version of History Alive! is no longer available for print and any textbook replacements will need to be Key improvements to the new version are online text, workbook, and activities.

- Online text can be adjusted for reading level
- Quizzes, lessons, and activities can be accessed online including short videos, pictures and graphics, and lecture notes
- Spanish Textbook and supplemental materials are available in both a textbook and online textbook version.

This adoption is directly aligned to both the District's Local Control Accountability Plan (LCAP) goals and Cunha Intermediate's Single Plan for Student Achievement's goals:

- ***Goal 1 - Literacy and the Reclassification of English Language Learners***: All students shall have the necessary academic skills so they are college and career ready. There shall be a particular focus on literacy and reclassification of the District English Learner students. (State Priorities 1, 2, 4, 7, and 8)
- ***Goal 2 - College and Career Readiness*:** Increase the percentage of students who are engaged in a curriculum that prepares them to be college and career ready. (State Priorities 2, 4, 7, and 8)

History Alive! - Teachers' Curriculum Institute (TCI) is also aligned to Cunha Intermediate's Single Plan for Student Achievement's goal:

- ***Goal 1: Academic Achievement in Literacy and Reclassification***

History Alive! - Teachers' Curriculum Institute (TCI) has a reading level adjustment that will benefit English Learners, Newcomers, students performing below grade level, and students enrolled in our Dual Immersion Pathway. It also includes resourceful online access to graphics and video allowing students to access History Social Studies content when their reading level may not be at grade level.

History Alive! - Teachers' Curriculum Institute (TCI) History – Social Studies adoption is directly aligned with California's History and Social Studies standards and supports the four areas of language: Listening/Speaking/Reading/Writing.

Recommendation

We recommend the CUSD Board of Trustees approve this seven year History Social Science adoption of *History Alive! - Teachers' Curriculum Institute (TCI)* for implementation at Cunha Intermediate School beginning the 2020-2021 academic school year ending 2026-2027 academic school year.

FINANCIAL IMPACT

This seven year History - Social Science adoption is estimated to cost $107.508. Details can be seen in the table below and will be paid from LCFF textbook funding.

6th Grade - The Ancient World			
Item Description	**Cost**	**Quantity Needed**	**Total Cost**
Teacher Subscription (7 years)	$906	2	$1,812
Lesson Guide	129	2	258
Placards	75	2	150
Student materials (7 years) Edition + Subscription	111	230	25,530
Spanish Edition	79		
Interactive Student Book (Spanish/English)	7	230	1,610
Total 6th grade materials			**$29,225**

7th Grade - The Medieval World			
Item Description	**Cost**	**Quantity Needed**	**Total Cost**
Teacher Subscription (7 years)	$906	2	$1,812
Lesson Guide	129	2	258
Placards	75	2	150
Student materials (7 years) Edition + Subscription	111	260	28,860
Spanish Edition	79		
Interactive Student Book (Spanish/English)	7	230	1,610
Total 7th grade materials			**$32,690**

8th Grade - The United States through Industrialism			
Item Description	**Cost**	**Quantity Needed**	**Total Cost**
Teacher Subscription (7 years)	$906	2	$1,812
Lesson Guide	129	2	258
Placards	75	2	150
Student materials (7 years) Edition + Subscription	111	250	27,750
Spanish Edition	79		
Interactive Student Book (Spanish/English)	7	250	1,750
Total 8th grade materials			**$31,570**

TOTAL COST OF HISTORY SOCIAL SCIENCE ADOPTION (6th-8th)	
TOTAL HISTORY ALIVE! - TCI Social Studies curriculum for Cunha Middle School	$93,485
TAX + SHIPPING (15% Approx.)	14,023
TOTAL COST	**$107,508**

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: Leticia Bhatia, Assistant Superintendent, Curriculum and Instruction
Andrew Boysen, Principal, Cunha Intermediate School
Hannah Carney, Agricultural Teacher
CATEGORY: Action
RECOMMENDATION: Adopt New Agricultural Science Curriculum for Half Moon Bay High School

BACKGROUND INFORMATION

This is a request for the adoption of new Agriculture Science textbooks for the 2020-21 school year. There is a range of supplemental textbooks currently in use for all Agriculture classes that are all extremely out of date. According to the Half Moon Bay High School, List of Board Adopted Textbooks, there is no official adopted textbook from CUSD. In 2017 the State Board of Education (SBE) adopted instructional materials based on the Next Generation Science Standards (NGSS). Our current textbook is not structured for student learning based on these standards nor does it contain updated science content and CUSD is required to use instructional materials based on the approved standards. In addition, because there were no official CUSD adopted textbooks for any classes in the Agriculture Department, there is a wide range of inconsistency and lack of resources available to students in any agriculture class. There are some online supplemental resources available, however, there is an equity gap for students to access those resources outside of class.

This adoption will impact approximately 150 students each year in grades 9-12 at Half Moon Bay High School. Students will have access to both the paper and online text and teachers will have access to supplemental materials including videos, activities, and self-directed quizzes that they can incorporate into instruction.

Agriculture teachers at Half Moon Bay High School (Hannah Carney, Brianna Camozzi) spent time evaluating four different types of adopted curriculum based on presentations from publishers. Subsequently, two curricula were chosen for further evaluation and the **Pearson Conceptual Integrated Science** text was chosen as the best fit for teachers and our student population.

REPORT/PROPOSAL

Student Impact:

For the 2020-21 school year, the new textbook adoption will impact approximately 150 students. However, a passing grade in both life and physical sciences (both offered within the Agriculture Department) is required for students to graduate. Given that, the impact of a new textbook adoption will reach all students in the general education program and CTE program at Half Moon Bay High School. The new textbook adoption would also impact SDC students due to an enhanced agriculture class where SDC and general education students are blended in one class.

The new adoption will also give students and teachers increased flexibility assigning reading homework and supplemental online materials. The online text has the option of a 'read aloud' function that will help English Language (EL) and special education students at Half Moon Bay High School access the materials in another format and students can translate the text into other languages. Having a printed textbook also maintains equity

for those students without internet access outside of school. Supplemental materials can be assigned or can be accessed by students for study purposes.

SPSA/LCAP Goal Alignment

LCAP Goal 2: "College and Career readiness increases the percentage of students who are engaged in curriculum that prepares them to be college and career ready (State priorities 2, 4, 7 & 8)."

- In addition to being up-to-date and appropriate college-preparatory content, this new text also includes numerous case study and career vignettes which highlight science applications and potential careers in biology-related fields.

SPSA Goal 2: "College and Career" Graduation Rate

- By updating the curriculum for a course required for graduation, we are increasing the opportunity for students to master material necessary to pass the course and to learn to use online tools that will increase their success in other courses at HMBHS that use analogous materials.

Monitor Progress and Success

We will monitor the effectiveness of this new adoption using both formative and summative assessments of students. These assessments are either currently in place or will be replaced/supplemented with new online materials. This also includes reviewing students' reading homework for content understanding which we hope will improve with the new materials outlined above.

Recommendation

It is recommended to the CUSD Curriculum Council that we approve the adoption of new **Pearson Conceptual Integrated Science** Agriculture Science textbooks at Half Moon Bay High School for implementation during the 2020-2021 school year for the Agriculture Department.

FINANCIAL IMPACT

This six year Agricultural adoption is estimated to cost $41,400.33 and will use the LCFF textbook funding source. This cost will also act as the match grant portion for our multiple grants, not limited to Career Technical Education Grant (CTEIG). Details of the Pearson quote can be seen in the table below.

Pearson Conceptual Integrated Science Quote			
Item Description	**Cost**	**Quantity Needed**	**Total Cost**
Miller Levine Conceptual Integrated Science 2020 California Student Edition + Digital Courseware 6-year License	$154.47	200	$ 35,088.00
Shipping and Handling			$2807.04
Estimated Tax 9.5%			$3,505.29
Total			**$41,400.33**

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Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: Leticia Bhatia, Assistant Superintendent, Curriculum and Instruction
Andrew Boysen, Assistant Principal, Cunha Intermediate School
Tracy Yerby and Joseph Centoni, Biology Teachers
CATEGORY: Action
RECOMMENDATION: Adopt New Biology Curriculum for Half Moon Bay High School

BACKGROUND INFORMATION

This is a request for the adoption of new Biology textbooks for the 2020-2021 school year. The textbook currently in use for Biology classes was adopted by CUSD in 2005. In 2017, the California State Board of Education (SBE) adopted instructional materials based on the Next Generation Science Standards (NGSS). Our current textbook is not structured for student learning based on these standards nor does it contain updated science content. CUSD is required to use instructional materials based on the approved Common Core State Standards. In addition, because the publish date of our current text is over 13 years old, students can no longer access the text on line and there are no supplemental materials available online (the online materials were retired by the publisher 3 years ago).

This 8 year adoption will impact approximately 250 students each year in grades 9-12 at HMBHS. Students will have access to both the paper and online text and teachers will be able to access supplemental materials including videos, activities, and self-directed quizzes which can be easily incorporated into core instruction.

Biology teachers at HMBHS (Joseph Centoni, Traci Yerby) engaged in a curriculum pilot process led by San Mateo County Office of Education (SMCOE) and engaged in assessing four different types of curriculum based on presentations from publishers. Subsequently, two curricula were chosen for further evaluation and the *Pearson Biology* text was chosen as the best fit for teachers and our student population.

Student Impact:

For the 2020-21 school year, this *Pearson Biology* textbook adoption will impact approximately 250 students. However, a passing grade in Biology is required for students to graduate. Given that, the impact of a new textbook adoption will reach all students in the general education program at HMBHS.

The new *Pearson Biology* adoption will also give students and teachers increased flexibility assigning reading homework and supplemental online materials. The online text also has a 'read aloud' function that will help HMBHS English Language (EL) and special education students access. This function also has the ability to translate the text into other languages. A printed textbook is instrumental to maintain equity for those students without internet access outside of school. Supplemental materials can be assigned or can be accessed by students for study purposes.

SPSA/LCAP Goal Alignment

LCAP Goal 2: "College and Career readiness increases the percentage of students who are engaged in curriculum that prepares them to be college and career ready (State priorities 2, 4, 7 & 8)."

- In addition to being up-to-date and appropriate college-preparatory content this new text also includes numerous case study and career vignettes which highlight science applications and potential careers in biology-related fields.

SPSA Goal 2: "College and Career" Graduation Rate

- By updating the curriculum for a course required for graduation, we are increasing the opportunity for students to master material necessary to pass the course and to learn to use online tools that will increase their success in other courses at HMBHS that use analogous materials.

Monitor Progress and Success

We will monitor the effectiveness of this new adoption using both formative and summative assessments of students. These assessments are either currently in place or will be replaced/supplemented with new online materials. This also includes reviewing students' reading homework for content understanding which we hope will improve with the new materials outlined above.

Recommendation

We recommend the CUSD Board of Trustees approve this eight year adoption of *Pearson Biology* for implementation at Half Moon Bay High School beginning the 2020-2021 academic school year ending the 2027-2028 academic school year.

FINANCIAL IMPACT

This eight year Biology adoption is estimated to cost $50,820.63 using our LCFF textbook funding source. Details of the Pearson quote can be seen in the table below.

Pearson Biology Quote			
Item Description	**Cost**	**Quantity Needed**	**Total Cost**
Miller Levine Biology 2020 California Student Edition + Digital Courseware 8-year License	$154.47	280	$ 43,251.60
Shipping and Handling			$ 3,460.13
Estimated Tax 9.5%			$ 4,108.90
Total			**$50,820.63**

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Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: Leticia Bhatia, Assistant Superintendent, Curriculum and Instruction
Andrew Boysen, Assistant Principal, Half Moon Bay High School
Vanessa Stubbs, World Language Department Chair
CATEGORY: Action
RECOMMENDATION: Approve Spanish for Spanish Speakers 3 (S4SS3) Class for Half Moon Bay High School

BACKGROUND INFORMATION

This is a request to add "Spanish for Spanish Speakers 3" to the Half Moon Bay High School course options for the 2020-2021 school year. The purpose of this request is to designated placement in an immersive Spanish language class for incoming freshmen students who have been enrolled in a Spanish immersion program within Cabrillo Unified school district or who live in a home where Spanish is the predominant language, and have not passed the Spanish placement exam, but will still require and benefit from an immersive Spanish classroom environment.

This class will provide designated placement in an immersive Spanish classroom for approximately 29 freshmen students, mainly matriculating from Cunha Intermediate School and SeaCrest School. This number of students is subject to increase as a few students from these schools and Half Moon Bay High School will take a make-up Spanish placement exam on Thursday, March 5th, 2020. It may also increase at the beginning of the school year as new students enter and transfer to Half Moon Bay High School. The majority of students affected are freshmen, but some sophomores may enroll as well.

The decision to add this class to the World Language department at Half Moon Bay High School is a direct result of:

1) 2019-2020 collaboration between Cunha teachers, HMBHS teachers, Joyce Hodge (Spanish Immersion Parent Association collaboration coordinator) and Leticia Bhatia of CUSD.

2) Lack of placements available in an immersive Spanish class for immersion students and students from a Spanish-speaking household whom, upon failing the placement exam, are directed to a regular Spanish course (Spanish 1, Spanish 2, or Spanish 3)

3) Advanced Placement Spanish Language and Advanced Placement Spanish Literature teachers have observed a visible need among students to spend more time in an immersive language course of study (S4SS1, S4SS2, S4SS3) before being academically and emotionally capable of successfully navigating the rigors of an advanced language course

Currently, upon receiving a placement score, the student is either placed in S4SS1, rarely S4SS2, or a regular Spanish 2 or Spanish 3 course. Advanced Language and Literature teachers have determined that although students may place into higher level language courses as a freshman, it is not to their benefit to take a course with predominantly upper-classmen who are more mature socio-emotionally as well as academically.

REPORT/PROPOSAL

With the new pathway, all students who have taken dual-immersion Spanish or whose primary language is Spanish will automatically place into Spanish for Spanish Speakers 1. The new placement test will be for freshmen students who believe that they have enough experience and skill with the Spanish language to test into Spanish for Speakers 2 instead of taking Spanish for Spanish Speakers 1 during freshman year.

This new pathway provides the opportunity for driven students to take a language course for all four years of high school while preventing them from having 1-2 gap years without language instruction.

OLD IMMERSION PATHWAY AT HMBHS				
	Freshman	Sophomore	Junior	Senior
Placement Test →	**S4SS1**	**S4SS2**	**AP Language**	**AP Literature** (not always offered, based on student enrollment)
	S4SS2	**AP Language**	**AP Literature** (not always offered, based on student enrollment) *Possibility of no language course available for Junior Year*	*No language course available for Senior Year*

OLD REGULAR LANGUAGE PATHWAY (for immersion students not testing into S4SS1)				
	Freshman	Sophomore	Junior	Senior
	Spanish 2 (regular)	**Spanish 3 (regular)**	**AP Language**	**AP Literature** (not always offered, based on student enrollment) *Possibility of no language course available for Senior Year*
	Spanish 3 (regular)	**AP Language**	**AP Literature** (not always offered, based on student enrollment) *Possibility of no language course available for Junior Year*	*No language course available for Senior Year*

NEW IMMERSION PATHWAY AT HMBHS				
	Freshman	Sophomore	Junior	Senior
Immersion/ Spanish speaking students are automatically placed into S4SS1 unless they request to	**S4SS1**	**S4SS2**	**S4SS3**	**Advanced Language**

take the placement test to test into S4SS2.				
Upon successful placement test score →	**S4SS2**	**S4SS3**	**Advanced Language**	**AP Literature** (not always offered, based on student enrollment)

REGULAR LANGUAGE PATHWAY			
Freshman	Sophomore	Junior	Senior
Spanish 1 (regular)	**Spanish 2 (regular)**	**Spanish 3 (regular)**	**Advanced Language**

Student Impact

Approximately 29-40 students

Incoming freshmen and some sophomore students who have participated in Hatch's Dual- Immersion program, Cunha's Spanish Language Arts, and students from a Spanish-speaking household.

SPSA/LCAP Goal Alignment

LCAP: Goal 2: "College and Career readiness increase the percentage of students who are engaged in a curriculum that prepares them to be college and career-ready. (State priorities 2,4,7, & 8)"

SPSA GRADUATION RATE: By including Spanish Speakers 3 in the World Language department offerings, we will continue to support the increased graduation rate of students by providing the opportunity for students to take a Spanish elective course continuously through four years of their high school education

Monitor Progress and Success

We plan to monitor the effectiveness of Spanish Speakers 3 by looking at the continuation rate of students who place into Spanish Speakers 1 and continue to take a Spanish course throughout their high school years. We hope to see an increase in students, with a background in the immersion program and Spanish Language Arts classes, who are socio-emotionally and academically mature enough to successfully complete Advanced Spanish Language and complete Advanced Spanish Literature when it is offered. The amount of students who receive the Seal of Biliteracy upon graduation is also an indicator of progress towards this goal.

Recommendation

It is recommended that the CUSD Board of Trustees approve the Spanish for Spanish Speakers 3 class for implementation during the 2020-2021 school year for Half Moon Bay High school.

FINANCIAL IMPACT

The fiscal impact will be a one time stipend paid to the teacher designated to teach the new Spanish for Spanish Speakers 1 (S4SS1) course in order to design curriculum and resources for this new course.

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: Holly Wade, Ph.D., Assistant Superintendent Educational Support Services, Jason Owens, Director of Personnel and Pupil Services
CATEGORY: Action
RECOMMENDATION: Approve Resolution No. 08-20, Declaring Certificated and Classified Employee Appreciation Week

BACKGROUND INFORMATION

The District wishes to express its sincere gratitude and appreciation for the employees of the school district who provide and support the quality educational programs for the students of Cabrillo Unified School District.

Excellence in education begins with the dedication and contribution of both certificated and classified staff.

REPORT/PROPOSAL

This attached Resolution No. 08-20 is presented as a formal appreciation of these invaluable certificated and classified employees. This year, Certificated and Classified Employee Appreciation Week is May 4–8, 2020.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

RESOLUTION NO. 08-20
BEFORE THE GOVERNING BOARD
OF THE CABRILLO UNIFIED SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

DECLARING MAY 4-6, 2020 CERTIFICATED AND CLASSIFIED EMPLOYEE WEEK

WHEREAS, an educated citizenry serves as the foundation of our democracy; and

WHEREAS, teachers, counselors, school librarians, coaches, administrators, and other specialized members of the certificated team are directly responsible for providing high quality education today as well as for adequately preparing the workforce of tomorrow; and

WHEREAS, quality teaching and related certificated services to children grow in value and pay dividends that extend far beyond the classroom; and

WHEREAS, no profession other than teaching and related certificated services imparts such a positive and lifelong impact on so many; and

WHEREAS, classified staff members provide invaluable services that so directly support good instructional practice; and

WHEREAS, classified staff serve a vital role in providing for the welfare and safety of our students; and

WHEREAS, classified staff contribute to the establishment and promotion of a positive instructional environment and interact with members of the general public in a welcoming and professional manner; and

WHEREAS, excellence in our district, greater school community, and state begins with the work performed so well on a daily basis by the certificated and classified professionals employed by Cabrillo Unified School District;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of Cabrillo Unified School District hereby recognizes and honors the contributions of both certificated and classified professionals to quality education and declares the week of May 4-8, 2020, as Certificated and Classified Employee Appreciation Week in the Cabrillo Unified School District.

PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District on the 16th day of April, 2020, by the following vote:

Mary Beth Alexander:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Lizet Cortes:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Kimberly Hines:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Sophia Layne:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Freya McCamant:	_____	Aye	_____	No	_____	Abstain	_____ Absent

Certified by:

_____
Mary Beth Alexander
Clerk to the Governing Board
Cabrillo Unified School District

Attest by:

_____

Sean McPhetridge, Ed.D.
Secretary to the Governing Board
Cabrillo Unified School District

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: Holly Wade Ph.D., Assistant Superintendent, Educational Support Services
Jason Owens, Director of Personnel and Pupil Services
CATEGORY: Action
RECOMMENDATION: Adopt Resolution No. 09-20 Declaration for Substitute CBEST Waiver

BACKGROUND INFORMATION

The California Commission on Teacher Credentialing is relaxing the requirement that each individual who wishes to be employed as a substitute and has not yet taken the CBEST must be approved by the Governing Board before a waiver is submitted to the Commission.

Instead, the Commission is requiring that a Governing Board declare that the district has hired teachers from its substitute pool to implement the Class Size Reduction Program and is now experiencing difficulty in recruiting individuals who qualify for the 30-Day substitute Teaching Permit. This declaration needs be approved only once for all substitute CBEST waivers requested in 2020-21.

REPORT/PROPOSAL

The formal Declaration is attached for approval of the Governing Board. This approved declaration from the Governing Board's minutes will be attached to each substitute CBEST waiver.

FINANCIAL IMPACT

Financial impact is included in the budget.

RESOLUTION NO. 09-20
BEFORE THE GOVERNING BOARD
OF THE CABRILLO UNIFIED SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

DECLARATION FOR SUBSTITUTE CBEST WAIVER

WHEREAS, the Governing Board of Cabrillo Unified School District declares that teachers were hired from the district's substitute pool to implement class size reduction; and

WHEREAS, as a consequence of this action, the district is unable to recruit substitutes who have had an opportunity to take and pass the California Basic Education Skills Test (CBEST);

NOW, THEREFORE BE IT RESOLVED that the district anticipates employing 15 substitutes on Variable Term CBEST Waivers.

PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District on the 16th day of April, 2020, by the following vote:

Mary Beth Alexander:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Lizet Cortes:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Kimberly Hines:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Sophia Layne:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Freya McCamant:	_____	Aye	_____	No	_____	Abstain	_____ Absent

Certified by:

_____
Mary Beth Alexander
Clerk to the Governing Board
Cabrillo Unified School District

Attest by:

_____
Sean McPhetridge, Ed.D.
Secretary to the Governing Board
Cabrillo Unified School District

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MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: Holly Wade Ph.D., Assistant Superintendent, Educational Support Services
Jason Owens, Director of Personnel and Pupil Services
CATEGORY: Consent
RECOMMENDATION: Approve Job Description for Director of Educational Support Services

BACKGROUND INFORMATION

In an effort to reduce costs and increase efficiency, the position of Assistant Superintendent of Educational Support Services has been modified to become Director of Educational support services, right-sizing the position into a director level position reflective of the current needs of the Cabrillo Unified School District.

REPORT/PROPOSAL

As this position previously existed at the director level, the modified job duties/functions in the proposed job description for the Director of Educational Support Services meet current district needs both financially and productively.

FINANCIAL IMPACT

Financial impact is included in the budget.

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Position Description

Director of Educational Support Services

Reports To: Superintendent or Designee

Classification: Management

Work Year: 220 days

Salary: Management Salary Scale

Basic Function

Under the general direction of the Superintendent or designee, the Director of Educational Support Services administers special education and student support services and performs other job related duties as required.

The Director of Educational Support Services is responsible for providing effective leadership in all areas of special education and student services. This position is a Senior Cabinet level position and is integrally involved with both setting and carrying out the strategic vision for Cabrillo Unified School District. The Director of Educational Support Services reports directly to the Superintendent or designee.

Representative Duties and Essential Functions (Persons employed in this position may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification but is intended to accurately reflect the principal job elements).

Representative Duties:

1. Provides leadership for the planning, development, and implementation of high quality special education programs/services for students with disabilities.
2. Develop, plan, monitor, and evaluate programs.
3. Communicates the goals of the special education program to staff and community.
4. Meets on a scheduled basis with the Coastside Special Education Parent Advisory Council.
5. Attend IEP meetings to mediate and facilitate decision-making for students with IEP's as requested.
6. Interprets student assessment data for special education programs.
7. Oversees district student health support policies and services.
8. Monitors, develops, and recommends Board Policies and Administrative Regulations regarding: Special Education, 504, Student Services, and Students.
9. Prepares State, District, and Departmental reports as needed.
10. Represents the District at County for Special Education and Student Services meetings.
11. Monitors compliance with all applicable laws and regulation in relation to Special Education, Student Services that includes keeping records current for all students with IEPs in both hard copy and digital form.
12. Attends all Board meetings unless excused by the Superintendent.
13. Is responsible for state compliance reporting and all related activities.
14. Direct, interpret, coordinate, negotiate, and respond to legal questions, complaints and situations.
15. Support building administrative staff assigned to supervise staff and programs at the building level.
16. Recruit, hire, and evaluate designated personnel.
17. Oversees and coordinates the Districts Mental Health programs.
18. Monitor and meet regularly with itinerant teams to ensure consistent and quality services across the district.
19. Oversees the District Behavior Education Services Team.
20. Oversees the District's 504 plans.
21. Coordinate district-wide trainings for special education classified and certified personnel throughout the school year as requested.
22. Coordinates with the Department of Curriculum and Instruction to develop MTSS supports for students.
23. Participate in the budget needs for special education programs within the district.
24. Oversee services for suspensions/expulsions for students with disabilities

25. Develop and maintain positive parent and community relations.
26. Other duties as assigned.

Essential Functions:

1. Work extended and/or flexible hours in order to attend Board and other public meetings/functions.
2. Work under pressure to complete a variety of written reports within specific timelines.
3. Presents public information in relation to areas of responsibility before the Trustees and public.
4. Ability to implement personnel practices that are compliant with California Education Code and negotiated with labor partner contracts.
5. Establish and maintain interpersonal relations with staff, administrators, trustees, employee groups, parents, and the public.
6. Ability to interpret Government and Education Code regulations and accurately and effectively communicate said codes to the public.
7. Ability to use appropriate software necessary for analysis of student and personnel data and demographic information.
8. Operate a motor vehicle for travel between the district office and other facilities as well as to and from other public agencies.

Education and Experience:

Any combination equivalent to: advanced degree; three years of teaching experience; three years of increasingly responsible supervisory and management experience; demonstrated expertise in the areas of special education curriculum, instruction, and assessment; demonstrated experience in student services; demonstrated fiscal responsibility

Licenses and Other Requirements:

Valid California Administrative Services Credential; Valid California Teaching Credential; Valid California driver's license

Knowledge and Abilities:

Knowledge of:

- Federal, State, and local laws relating to instruction, assessment, special education, pupil personnel, and certificated and classified personnel.
- Principles, concepts, and techniques of professional development.
- Special education, pupil services, child development.
- Office management and procedures.
- The specialized jobs and tasks with Human Resources and Integrated Services.
- Principles of good public and interpersonal relations.
- Principles and techniques of organization, administration, and personnel management.
- Student assessment software, Microsoft Office, and Student Information Systems.

Ability to:

- Maintain current knowledge of trends in the assigned field.
- Provide senior and upper management leadership and direction in the decision-making process that includes support of the District Strategic Plan.
- Develop and coordinate effective training programs.
- Select, supervise, and evaluate personnel.
- Plan, organize, and coordinate the work of others.
- Interpret and ensure compliance with complex regulations and laws.
- Develop and implement policies and procedures.
- Interpret, develop, and present complex reports.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.
- Communicate effectively both verbally and in written format.

- Communicate patience and courtesy in a manner that reflects positively on the organization.
- Apply integrity and trust in all situations.
- Apply strong leadership skills coupled with effectively working as part of a leadership team.
- Work effectively with Trustees, administrators, teachers, parents, and other staff members.

Working Conditions

Environment:

Office and classroom environment; driving a vehicle to conduct work; occasional contact with dissatisfied individuals; constant interruptions.

Physical Abilities:

With reasonable accommodations, if necessary, sitting or standing for extended periods of time; hearing and speaking to exchange information and make presentations; seeing to monitor various activities and to read various documents; dexterity of hands and fingers to operate a computer keyboard and other office equipment; reaching overhead, above the shoulders and horizontally, bending at the waist, or kneeling to retrieve supplies or other materials.

Cabrillo Unified School District is an Equal Opportunity Employer, and reasonable accommodations are made under the Americans with Disability Act as required by law.

Board Adoption:
Original:

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MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
Randy Rudolph, Director of Technology
CATEGORY: Action
RECOMMENDATION: Accept Comcast Business VoiceEdge Proposal

REPORT/PROPOSAL

Comcast has submitted a Business VoiceEdge proposal to replace Cabrillo Unified School District phone system. This proposal includes 300 phones to be deployed at all of our sites. Features include:

- HD calling
- Video calling
- Automated Attendant
- Call queues
- Audio conferencing
- Voicemail to email or text
- Online management portal

FINANCIAL IMPACT

Monthly total cost for phones will be $4,514.95 plus installation fees. Bond Fund will cover this expense.

CABRILLO UNIFIED SCHOOL DISTRICT

Every Student, Every Day!

Upgrade of Current Outdated Phone System Proposal

Randy Rudolph, Director of Technology

Governing Board Meeting

April 16, 2020

Upgrade of Current Outdated Phone System

Current Phone System

- Manufacture out of business (Circa 1980's)
- No longer supported by ATT
- Parts are scarce
- Handsets are prone to breaking
- Very limited capabilities
- Several extensions cannot be used
- Several classrooms only have an intercom, no phones

Proposed New Phone System

- Uses VOIP Technology
- Unlimited Long Distance
- Provider (Comcast) including: All Phones at No Charge
- Audio Conferencing
- Music on Hold
- Voicemail to email or text
- Backup Technology
- Mobile App- Calls can be answered remotely
- Classroom will now have a phone

Questions?

Thank you!

Comcast Business Hosted PBX – BVE

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Comcast Proprietary & Confidential

Business VoiceEdge Overview

COMCAST BUSINESS
BEYOND FAST

- Unlimited Long Distance (Inbound, Local And Domestic)
- HD Calling*
- Video Calling*
- Receptionist Console
- Be Anywhere
- Automated Attendant
- Call Queues
- Audio Conferencing
- Music on Hold
- Hunt Groups
- Voicemail to Email or Text
- Online Management Portal
- Mobile App

- Softphone
- Interoperability with Applications – Google Chrome, Skype for Business, Slack
- Dedicated circuit or OTT options



* Polycom Phones ONLY

Available Equipment

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Included*

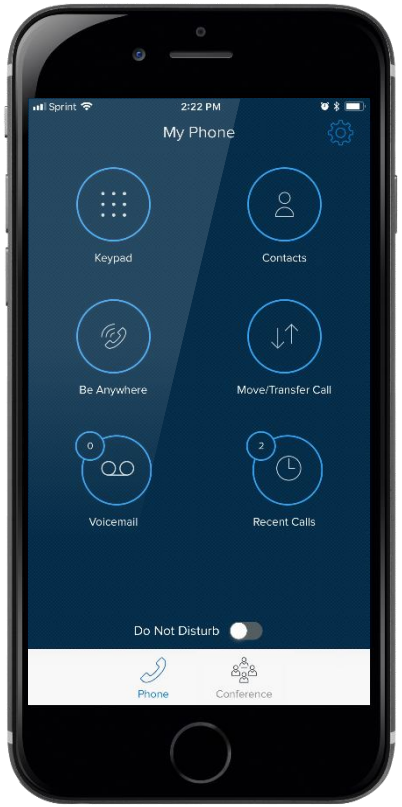
Cordless Handset Panasonic TPA60	Standard Phone Polycom VVX311	Power User Polycom VVX411	Executive Polycom VVX501	Executive Polycom VVX601
				
Cordless Desktop Panasonic TPA65	**Executive Video** Polycom VVX1500	**Reception** Polycom VVX Color Expansion Module	**Conference Room** Polycom 5000	**Conference Room** Polycom 6000
				

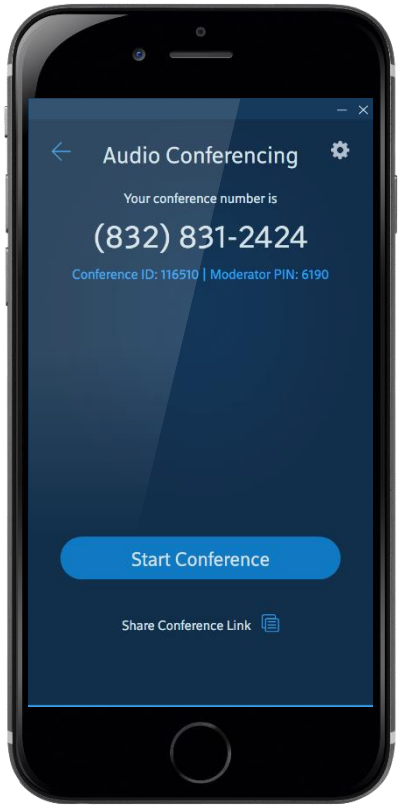
BeAnywhere with Comcast Business

COMCAST BUSINESS
BEYOND FAST

Business App allows you to make and receive business calls from any location

- Never miss a call with BeAnywhere
- Initiate audio conferencing with 1 Click
- Dial with your business phone number
- Check voicemail on the go
- Softphone + Deskphone + Mobile App

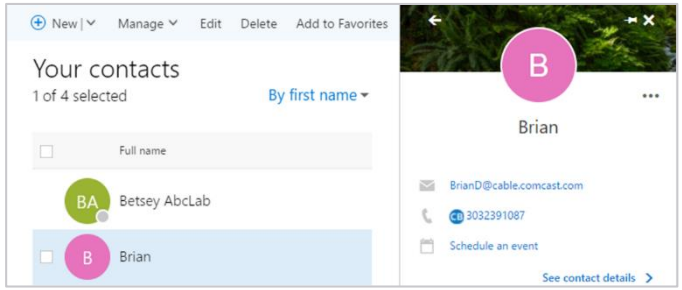


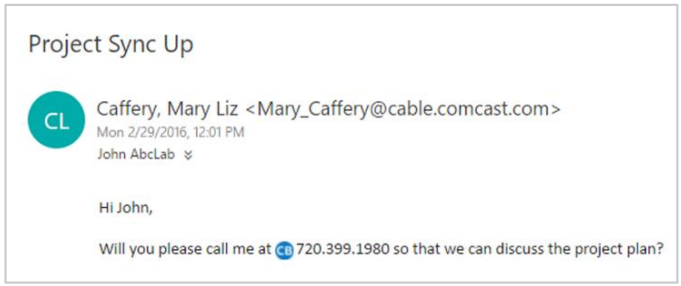


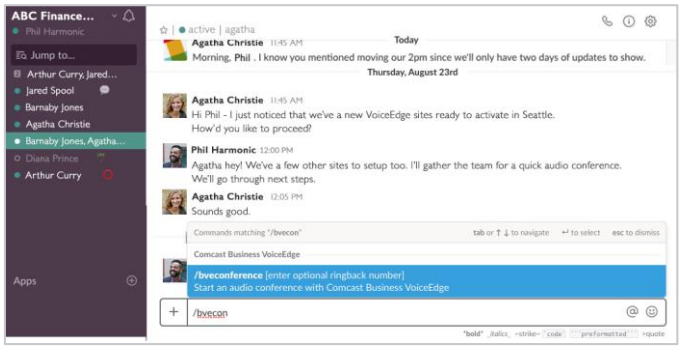
Unified Communications

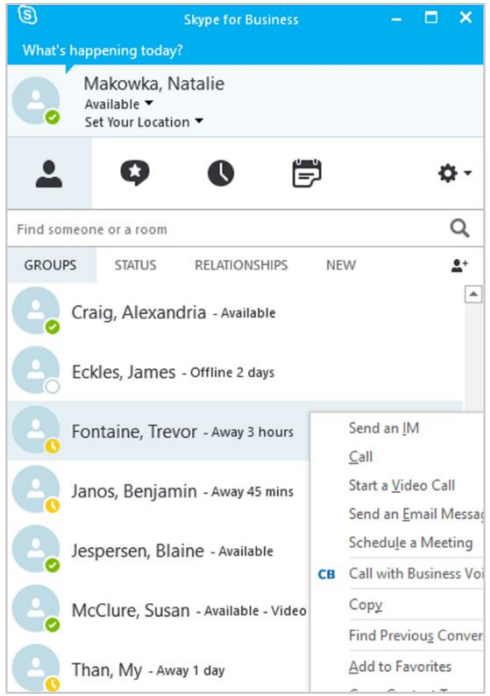
COMCAST BUSINESS
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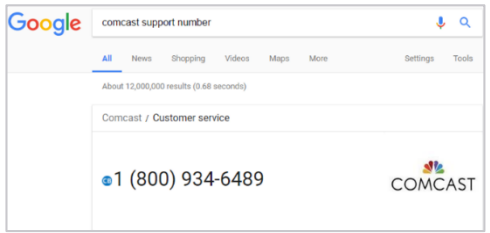
Work in the Applications You Rely Upon



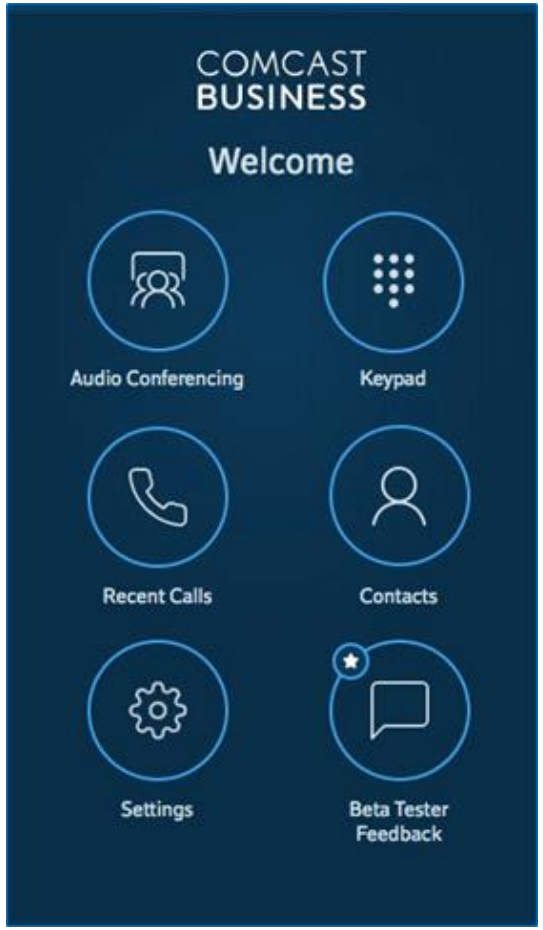


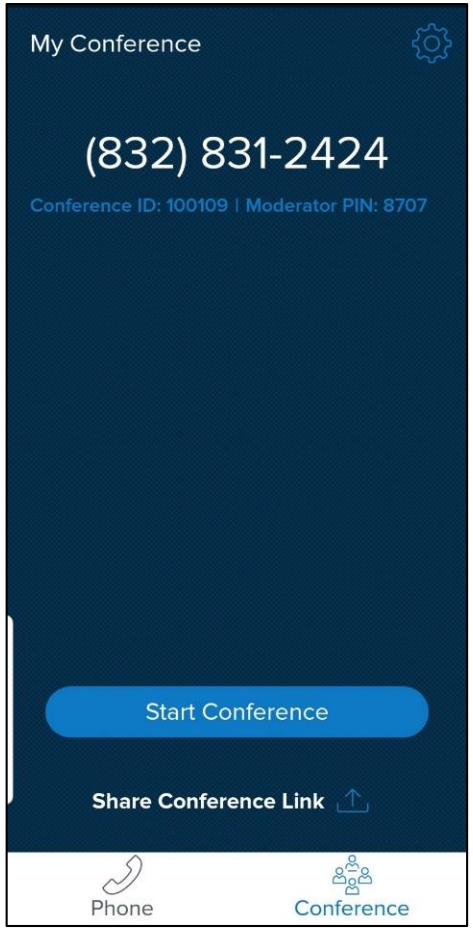




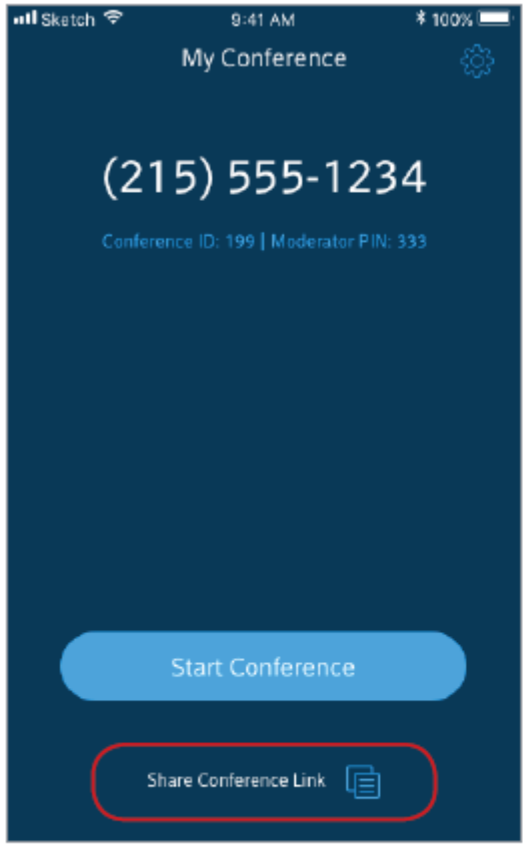


Work in the Applications You Rely Upon

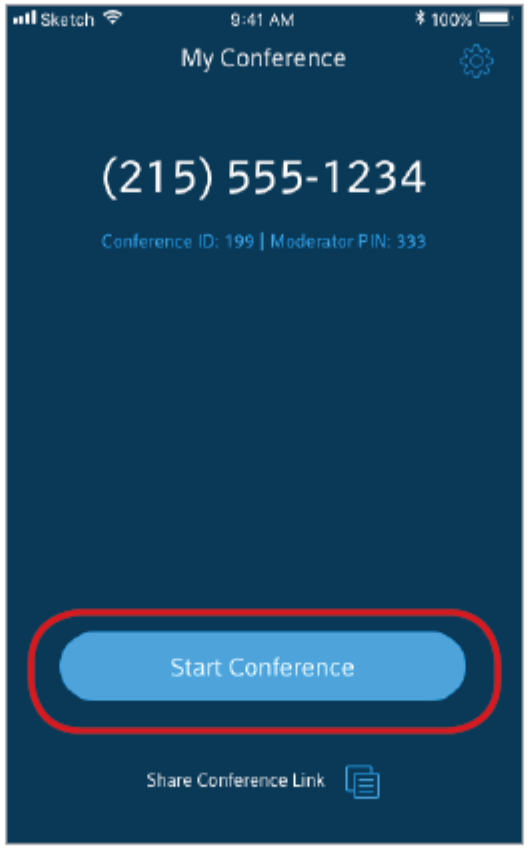




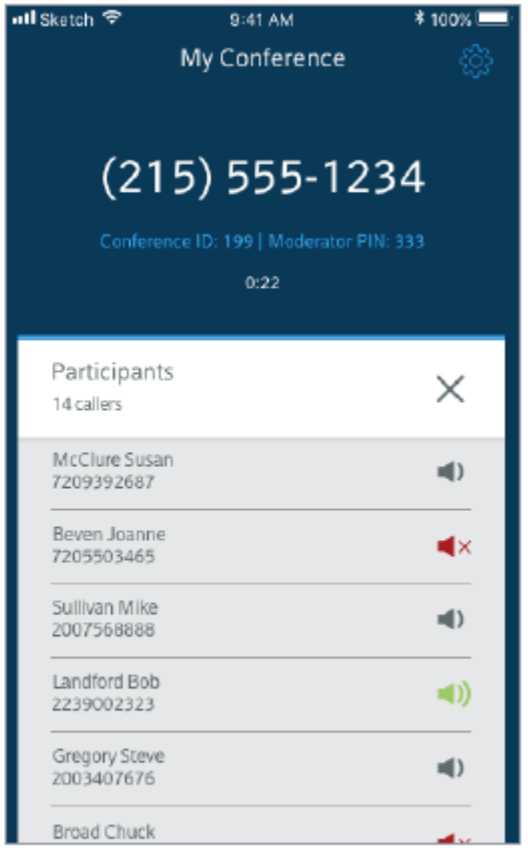
Audio Conferencing - Included



Audio Conferencing Ease of Use



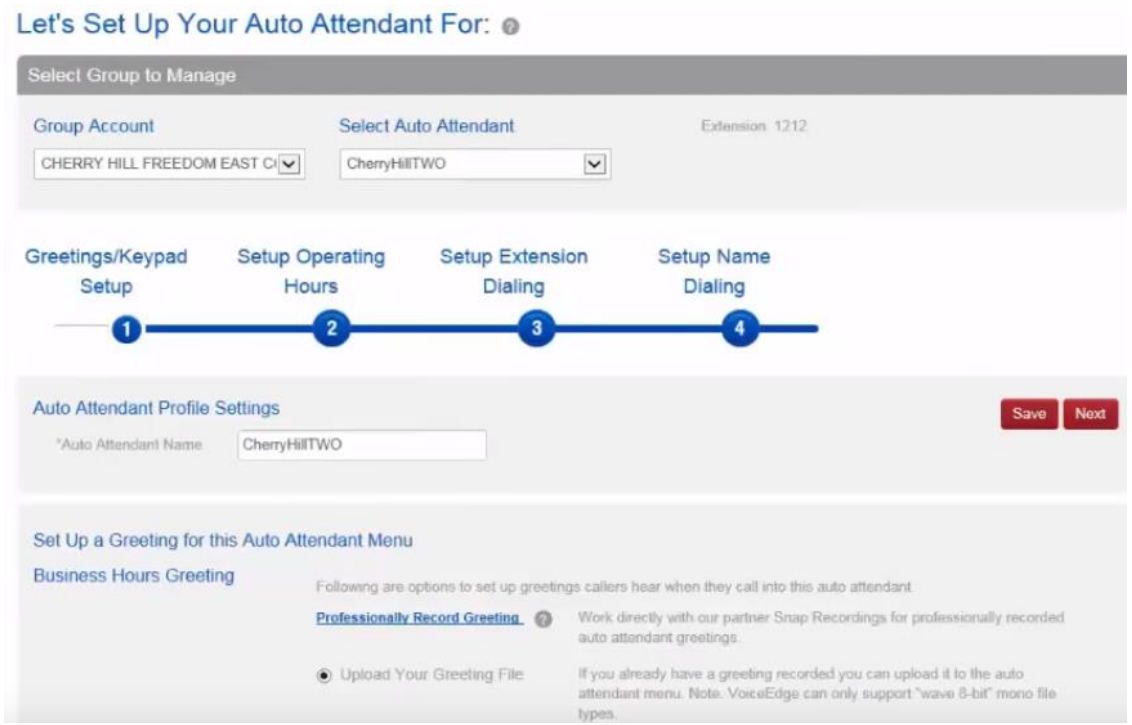
Flexibility of Launching an Audio Conference



Moderator Controls

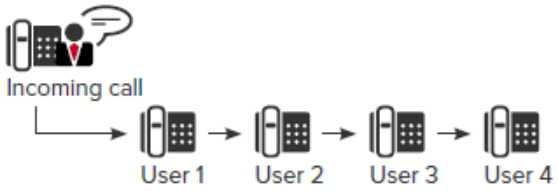
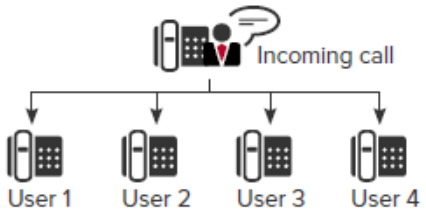
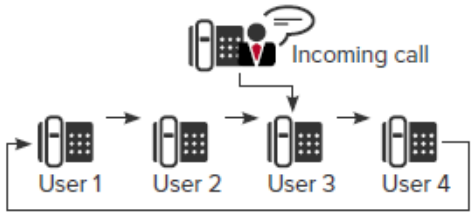
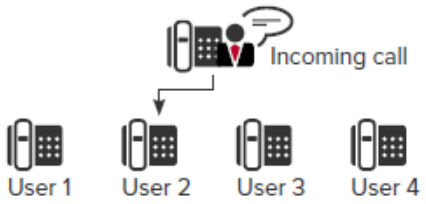
Auto Attendant

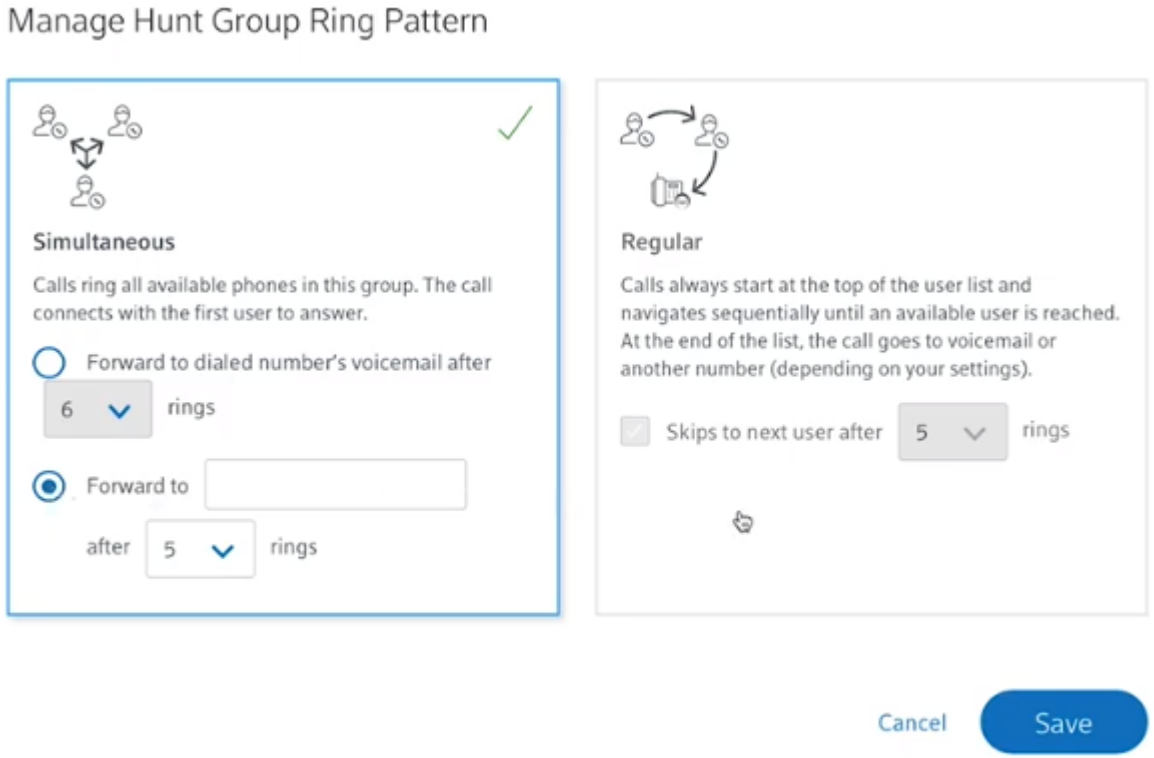
COMCAST BUSINESS
BEYOND FAST



Key	Description	Actions	Phone # or Extension
0	Operator	TransferToOperator	8568881244
1	Option One	TransferWithoutPrompt	1211
2	Option Two	TransferWithoutPrompt	1210
3	Demo Main Hunt	TransferWithoutPrompt	8568881242
4	Demo Room Hunt	TransferWithoutPrompt	1208
5	Operator Hunt	TransferWithoutPrompt	1207
6	Call Queue	TransferWithoutPrompt	8568881243
7	Time	TransferWithoutPrompt	3034997111
8	General Mailbox	TransferWithoutPrompt	*551205
9		—	
*	Repeat Menu	RepeatMenu	
#	Dial by name	NameDialing	

Hunt Groups - Types

Regular Rings each user in the order they appear on the list	
Simultaneous Rings all users at once	
Circular Notes the last user to answer a call and then rings the next user on the list	
Uniform (New!) Rings the user that has been idle the longest	

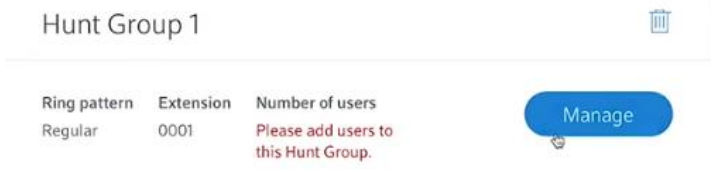


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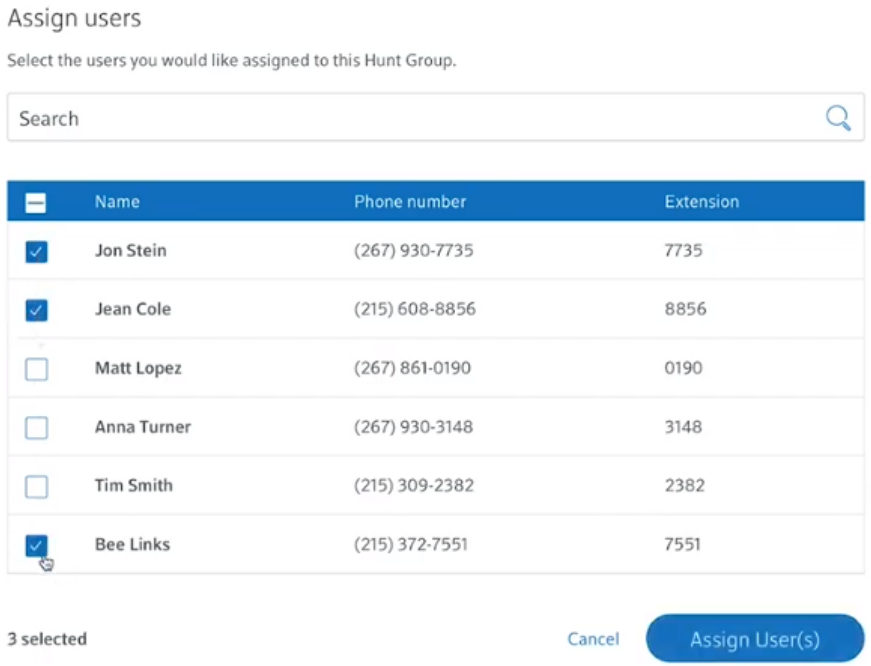
Hunt Groups - Setup

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1



2



3



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CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
Randy Rudolph, Director of Technology
CATEGORY: Action
RECOMMENDATION: Accept Ricoh Copiers Lease Proposal

BACKGROUND INFORMATION

As of March 31, 2020 Cabrillo Unified School District (CUSD) is no longer in contract with Xerox/MRC Smart Technology Solutions, the current copier vendor. We have explored several replacement vendors such as Canon, Minolta, Sharp and Ricoh. Cabrillo USD has decided to select Ricoh as a copier vendor.

REPORT/PROPOSAL

CUSD has decided to deal with Ricoh as a corporate and go direct, rather than going through a reseller. Ricoh has proposed multi-function copiers that are also capable of scanning to email, scanning to cloud drives such as Google Drive, secure printing, and faxing included. Some of the devices are going to provide color printing and copying. Ricoh is including Papercut, a district wide copier and printer management portal that will enable the District to better manage its printing and imaging costs. All devices will now have faxing capabilities, so staff does not need to go to a separate device to fax documents.

FINANCIAL IMPACT

Monthly total cost for copiers will be $6,538.53, 60-month lease agreement. General Fund will cover this expense.

CABRILLO UNIFIED SCHOOL DISTRICT

Every Student, Every Day!

Replacement of Copiers Proposal

Randy Rudolph, Director of Technology

Governing Board Meeting

April 16, 2020

Replacement of Copiers

Current Copiers

- Prone to jamming, errors
- Service is very slow, up to 1 week sometimes
- Slow to copy and stops in the middle of jobs
- No Fax capability
- Not energy efficient
- Contract ended March 31st

Proposed Replacement Copiers

- Reduce overall costs associated with paper document creation
- Reduce paper consumption and promote sustainability
- User authentication at the device for reporting purposes
- Find Me Secure Print virtual queue which allows users to print their documents on any PaperCut enabled device on the network
- Integrated scanning to allow users to easily utilize email versus faxing to save cost
- Print, Copy, Scan and Fax activity will be tracked for reporting purposes
- Ability to implement rules, limits or quotas by groups or departments to control printing, copy and faxing costs, color or quantity
- Provide Mobile Print Options to support

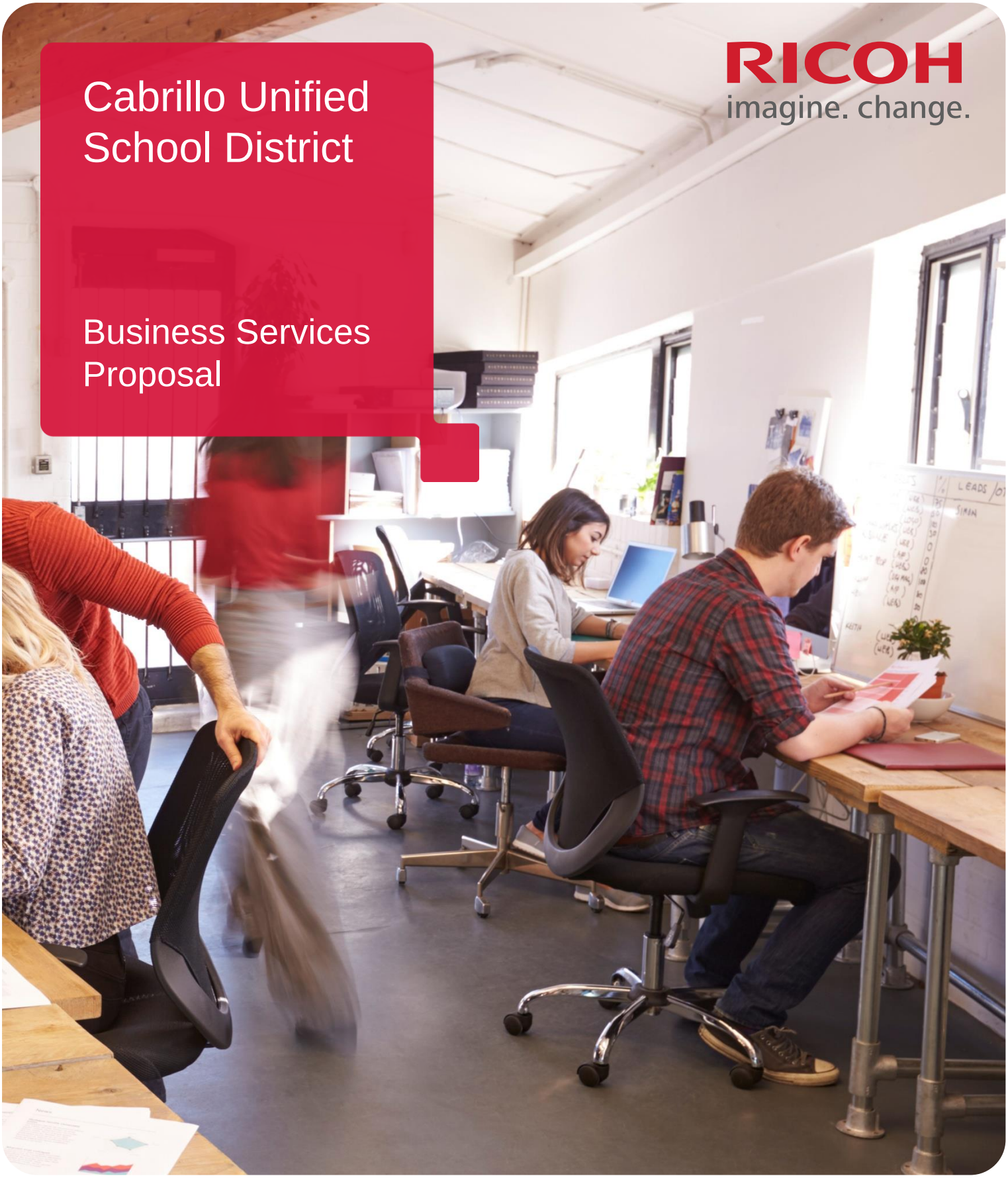
Questions?

Thank you!

Cabrillo Unified School District

Business Services Proposal

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March 18th 2020

PREPARED BY:
Jeff MacKenzie, Account Manager
Phone: 925.322.7071
Email: Jeffrey.mackenzie@ricoh-usa.com

Cover Letter

Dear Jesus,

On behalf of your Ricoh team, thank you for meeting with us to discuss your organization's challenges and how we can deliver the solutions that will help propel your business forward and position you for success. Based on our conversations, I have prepared a proposal that will assist you in achieving your goals.

Ricoh has transformed the way people live and work with breakthrough technologies and services. Our solutions help you to remove obstacles to sustained growth by optimizing the flow of information and automating antiquated processes to increase productivity.

In addition, our extensive experience in a wide range of industries gives us in-depth knowledge of your unique challenges — and how our services can help overcome them.

We appreciate your time and look forward to helping your organization work smarter.

Sincerely,

Jeff MacKenzie
Account Manager
925.322.7071
Jeffrey.mackenzie@ricoh-usa.com

Mike Lyons
Branch Manager
949.337.9223
Michael.K.Lyons@ricoh-usa.com

About Ricoh

For over 80 years, Ricoh has transformed the way people work with breakthrough technologies that help businesses innovate and grow. Our focus has always been to envision what the future will look like so that we can help prepare you for success. Today, that means improving workplaces using innovative technologies & services enabling individuals to work smarter.

Learn more:
ricoh-usa.com/about-us

Video: Ricoh is empowering digital workplaces

Ricoh's team is always there when we need them. And they understand and respect what we do, so they work diligently to resolve issues quickly.

Oregon based
Non-profit Organization

Executive Summary

Current State

Ricoh's analysis of your current situation revealed:

- Secure Print/Copy
- Cost Control
- Follow-Me Print
- Ease of Use

Goals

- One Partner for All Equipment Within School District
- Service and Response Time
- Updated and Secure Technology
- Keep Within Budget Requirements

Features / Benefits

- Piggy Back (US Communities National Contract)
- Ricoh Direct / Manufacture Support
- Technician Tenure, 20 Plus Years
- Dedicated Technician, $8000 / Car / Part Inventory
- Guarantee Response Times, 2 Hours for Pro8300
- PaperCut -
- Maintain Document Confidentially with Secure Print Release
- Flexible Print Rules, Reduce Waste, Billing Reports
- Training and Technical Support
- Fixed Cost per Copy for Term of Lease

Proposal for Cabrillo USD



Leveraging 80+ years of innovation in office technology

Ricoh's industry leading product line is designed to meet the demands of any of our customer's environments. We offer both workgroup multifunctional printers and printers that work seamlessly with our digital workplace solutions and software to allow our clients to create, share and mange their critical business information and documents. Cabrillo Unified School District can look forward to these benefits:

- Ability to connect to cloud applications
- Lower Total Cost of Ownership (TCO)
- Improved print & scan quality
- Increased document security options
- Reduction in hardware malfunctions, resulting in improved uptime

> *Ricoh...wants to be our partner and solve our problems. Ricoh is a straight shooter that has vastly improved our organization's information management.*
>
> **Logistics & Transportation Service Provider in Pennsylvania**

Click here to learn more about Ricoh's innovative office technology

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Multifunction (Scanner, Printer, Copier, Fax)



Flick, pinch, and swipe touchscreen*

Our large, intuitive 10.1” Smart Operation Panel puts advanced capabilities at your fingertips. Run single-function apps that streamline your workflows and help guide users through common jobs such as ID Card Scan & Copy and more.

Device monitoring available

Avoid the hassle of calling in service requests and meter reads, printing usage reports and checking toner levels with the optional RICOH @Remote device monitoring and management system. When equipped, you can expect shortened downtime and improved service.

Reduce costs and cut energy usage

Our equipment features energy-saving options like Sleep Mode and Quick Start-Up, and resource-saving options like automatic duplex printing — all while maintaining your productivity.

IMC 2000 Highlights

- Prints up to 20 ppm, copy, scan, optional fax
- 1200 x 1200 dpi max print resolution
- SPDF for faster, easier paper feeding
- Cabinet
- PostScript

The process of working with Ricoh was seamless. Installation and configuration was quick and thorough, and the Ricoh team was very professional.

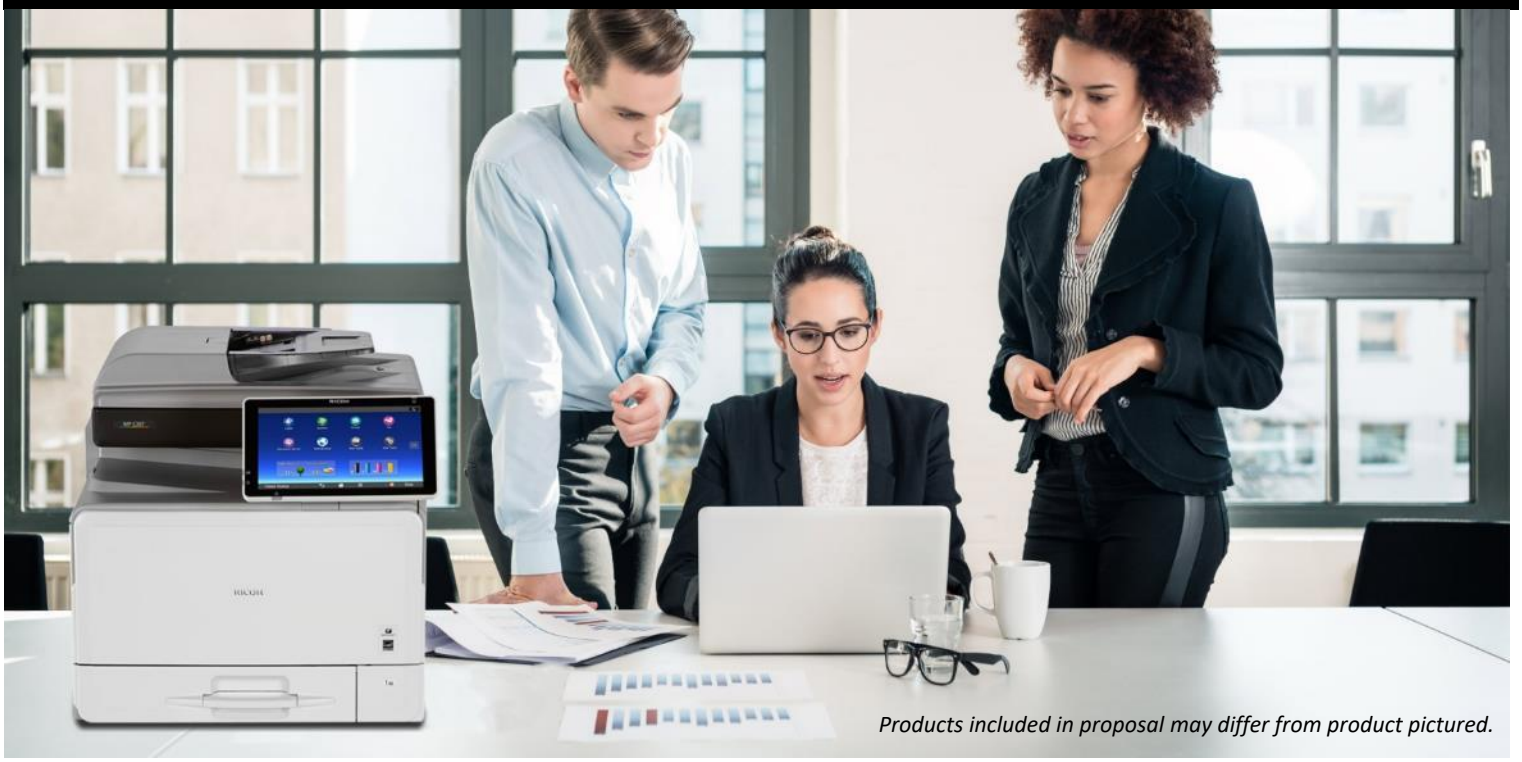
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Click here for more information

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***** Not standard on all models. Consult with your Client Executive

Multifunction (Scanner, Printer, Copier, Fax)



Products included in proposal may differ from product pictured.

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MP C307 Highlights

- Prints up to 31 ppm, copy, scan, fax
- 1200 x 1200 dpi max print resolution
- MPC305 High Cabinet
- PostScript

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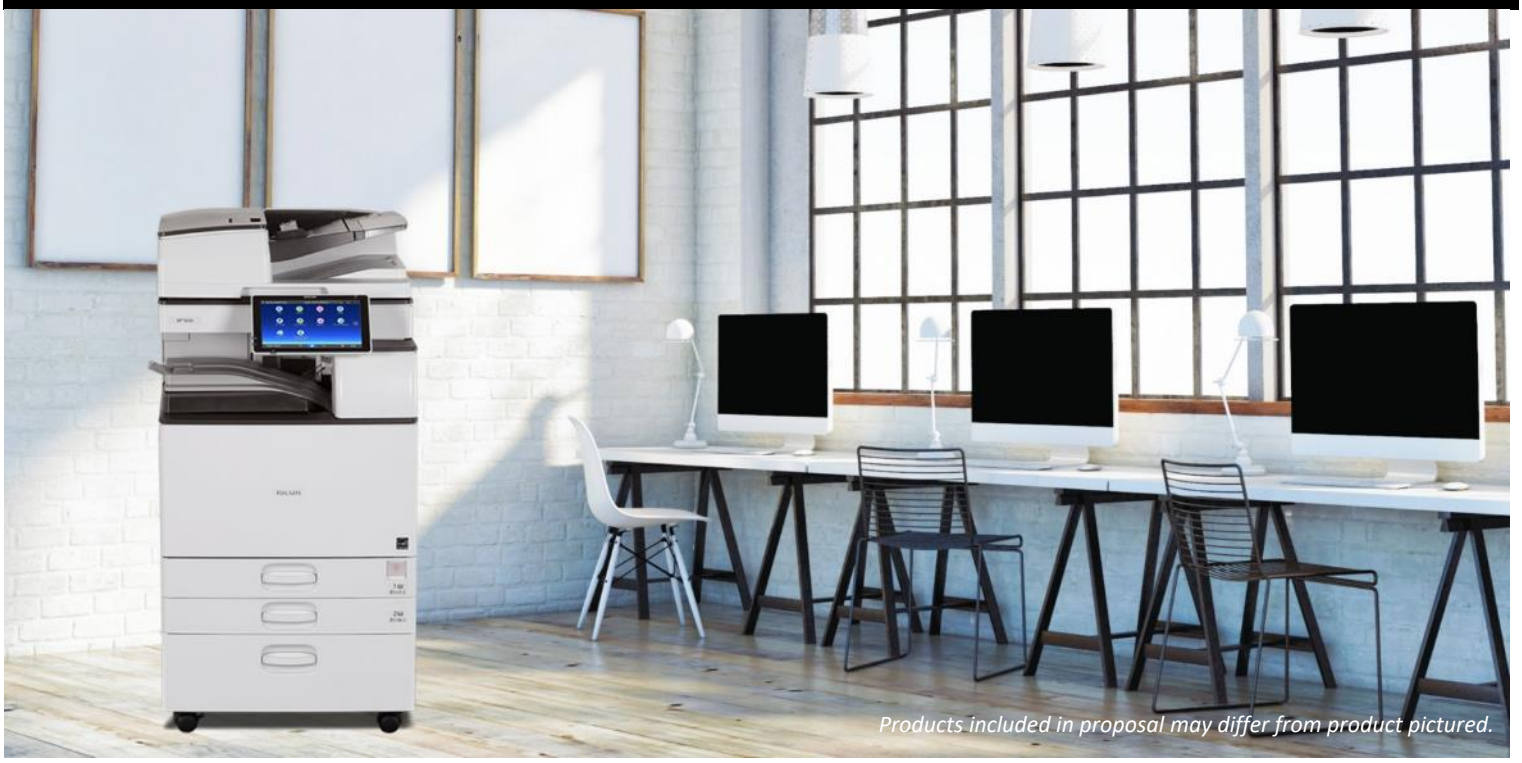
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Reduce costs and cut energy usage

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MP 3555 Highlights

- Prints up to 35 ppm, copy, scan, optional fax
- 1200 x 1200 dpi max print resolution
- SPDF for faster, easier paper feeding
- SR3210 Finisher
- Large Capacity Tray
- PostScript

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Multifunction (Scanner, Printer, Copier, Fax)



Flick, pinch, and swipe touchscreen*

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Avoid the hassle of calling in service requests and meter reads, printing usage reports and checking toner levels with the optional RICOH @Remote device monitoring and management system. When equipped, you can expect shortened downtime and improved service.

Reduce costs and cut energy usage

Our equipment features energy-saving options like Sleep Mode and Quick Start-Up, and resource-saving options like automatic duplex printing — all while maintaining your productivity.

MP 5055 Highlights

- Prints up to 50 ppm, copy, scan, optional fax
- 1200 x 1200 dpi max print resolution
- SPDF for faster, easier paper feeding
- SR3210 Finisher
- Large Capacity Tray
- PostScript

The process of working with Ricoh was seamless. Installation and configuration was quick and thorough, and the Ricoh team was very professional.

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Multifunction (Scanner, Printer, Copier, Fax)



Flick, pinch, and swipe touchscreen*

Our large, intuitive 10.1” Smart Operation Panel puts advanced capabilities at your fingertips. Run single-function apps that streamline your workflows and help guide users through common jobs such as ID Card Scan & Copy and more.

Device monitoring available

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Reduce costs and cut energy usage

Our equipment features energy-saving options like Sleep Mode and Quick Start-Up, and resource-saving options like automatic duplex printing — all while maintaining your productivity.

MP 6055 Highlights

- Prints up to 60 ppm, copy, scan, optional fax
- 1200 x 1200 dpi max print resolution
- SPDF for faster, easier paper feeding
- SR3210 Finisher
- Large Capacity Tray
- PostScript

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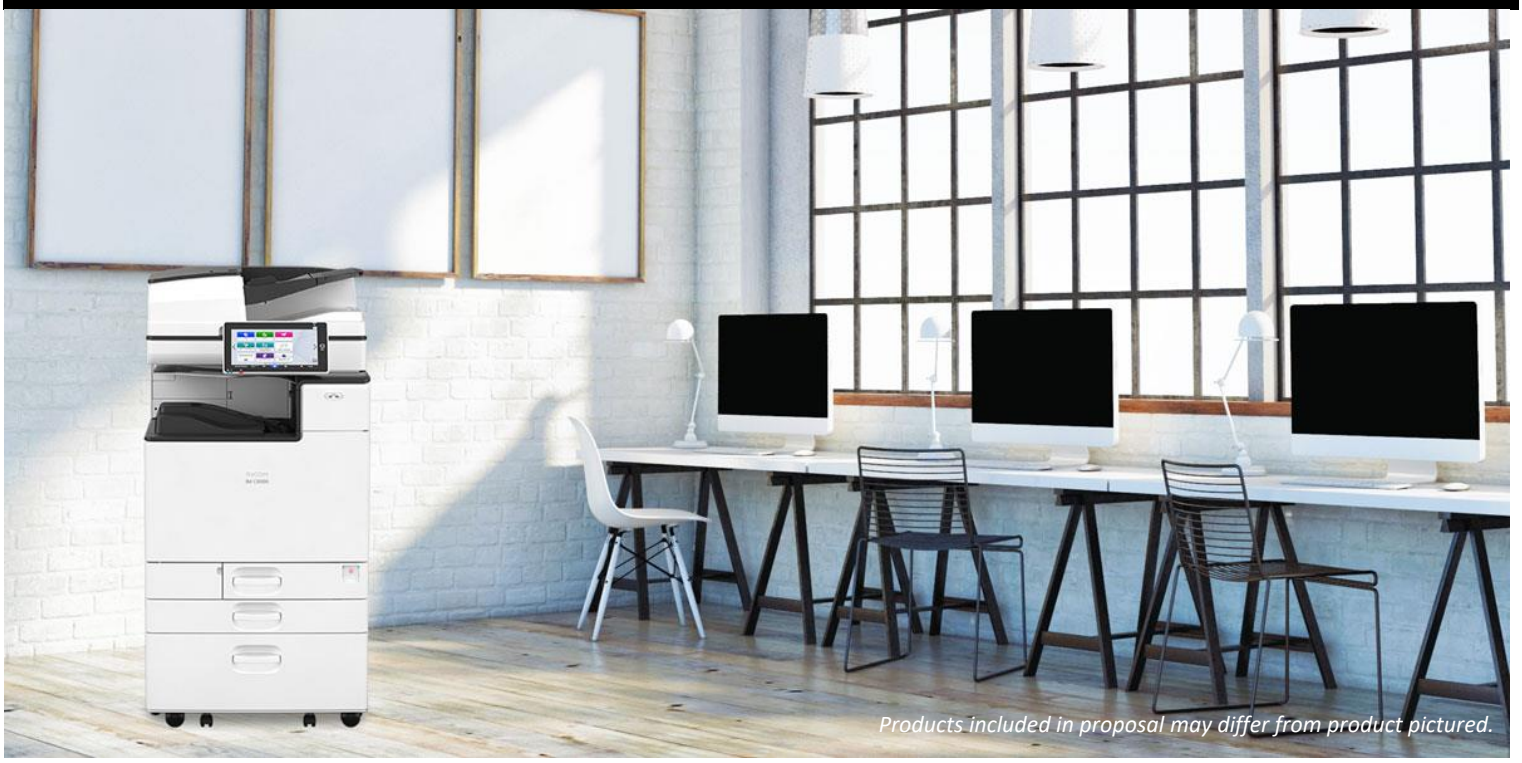
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Multifunction (Scanner, Printer, Copier, Fax)



Ease into long-lasting productivity

With RICOH Always Current Technology, the capabilities of your device can grow with your business. This platform allows you to install the latest features and interface enhancements as they become available to meet your workplace needs

Troubleshoot with intelligence

Simplify maintenance with a host of RICOH Intelligent Support capabilities. Our service specialists can remotely access your Ricoh printer to fix issues and minimize downtime. You can also give in-house IT managers the ability to resolve issues over the company network.

Reduce costs and cut energy usage

Our equipment features energy-saving options like Sleep Mode and Quick Start-Up, and resource-saving options like automatic duplex printing — all while maintaining your productivity.

IM C4500 Highlights

- Prints up to 45 ppm, copy, scan, optional fax
- 1200 x 1200 dpi max print resolution
- SR3260 Finisher
- PB3280 Drawer Base
- SPDF for faster, easier paper feeding
- PostScript

The process of working with Ricoh was seamless. Installation and configuration was quick and thorough, and the Ricoh team was very professional.

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Production Printer



Products included in proposal may differ from product pictured.

Superior Print Quality

Our Ricoh production printers include integrated vertical cavity surface eliminating laser (VCSEL) technology, which provides outstanding print quality both in color and black and white.

Reliable paper handling and registration

We can handle textured stocks better than most of our competitors. Our systems are optimized to run paper as efficiently as possible via the Paper Library. For stocks that are not currently supported, we have a process for qualifying your specific paper stocks.

Broad support for finishing capabilities

Ricoh has one of the industry's best support for a wide array of finishing options, and offers a variety of controller configurations.

Pro 8300s Highlights

Gain more productivity in less space

- Print up to 96 ppm
- Support diverse media up to 300 gsm and sheets up to 13" x 19.2"
- Print up to 1,000,000 pages per month
- Print crisp text, detailed charts, images and graphics
- 17" Smart Operation Panel with intuitive, tablet-like interface
- LCIT RT5130 Feed Unit
- SR5090 Finisher **(Booklet Dist. Office)**
- Punch Unit
- Bypass Unit
- PostScript

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Summary of Key Statistics

The following statistics were gathered through a detailed review and analysis of the information provided to Ricoh including:

- Copier Equipment Invoices

Volume Summary	
Xerox Equipment Color Volume	**249,060 b/w 5228 Color**
Ricoh	**100,980 b/w 2145 color**
Monthly Average	350,040 b/w 7373 color

Current Monthly Cost	
Service	**Included**
Supplies	**Included**
Lease: Xerox/Ricoh	**$6,538.53**
Total	$6,538.53

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Investment Scenario

Current Monthly Spend	Xerox and Ricoh
$6,538.53/mo	• Current Average Monthly Spend

Recommended Lease Term	Service Plan
60 Month FMV Lease **$4,209.06**	**Cost per Copy Service Plan**

Included in Monthly Fee	
(5) Pro8300 MFP (3) MP6055 MFP (3) IMC2000 MFP (2) MP3555 MFP (2) MPC307SPF (1) MP5055 MFP (1) IMC4500 MFP	• 17 multifunction printers • Per copy charges: $0.0045 b&w; $0.048 color • Installation • Operator training • All Part, Labor, Toner and Staples
Paper Cut for MFP's	• Installation and Configuration • User Training

NOTES:

- Break/fix services included in the above program.
- Alternative lease terms may be available at different rates.
- Please contact Jeff MacKenzie to discuss changes to the above assumptions/configuration or additional services.

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PaperCut MF

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Encourage and automate responsible printing

In a large print environment, free-for-all print policies can quickly get out of hand. However, finding ways to save costs and reduce waste is almost impossible without the right information. With PaperCut™ MF you can monitor and manage your entire print environment. Access key details about every user and output device in your organization. Gain critical information — including system activity, status updates, environmental impact metrics, number of printed pages and more — in real-time from an easy-to-use, browser-based dashboard.

PaperCut MF's powerful, user-friendly tools help you save costs without getting in the way of productivity. Integrate print queues, user authentication, chargeback, print rules and more. Generate reports to see where you've made a difference and identify opportunities for further improvement. With PaperCut MF, responsible printing becomes the norm.

Why PaperCut MF?

- Monitor all print activity from a single, convenient dashboard
- Discourage waste with print rules
- Generate more than 50 insightful reports on print use by device and user
- Chargeback print costs directly to users
- Protect confidential information with authenticated print release
- Enable convenient mobile printing



Minimize costs with print rules

Worried about excessive paper or color toner usage but don't want to inhibit different departments from doing their jobs well? With PaperCut MF, you can create unique rules for different groups — differentiating between sales, HR, accounting, etc. Set quotas to curb excessive printing. Default to duplex printing and re-direct black-and-white jobs to the most affordable high-volume device. Restrict color printing for specific groups. You can also run over 50 reports that show usage, as well as resource and cost savings based on your administrative decisions.

Control output with print queues and authentication

To print, users submit their jobs into a global virtual queue. Jobs can be submitted from a workstation, smartphone, tablet, laptop or Ricoh MFP. Jobs are printed only when the user authenticates and releases the job at their chosen device. You can enable user authentication via passcode, company ID or proximity cards. Because users have to authenticate, you can assign print rules to specific departments, users or even locations via a host of authentication controls.

Recover print costs

Whether they're desperately racing against the clock before a deadline or printing handouts for the next meeting, print users worry only about getting the job done — leaving you to worry about recouping costs. With PaperCut MF, you can use the online Web Cashier feature to charge users directly. You can also choose to issue payment cards or connect with third-party payment solutions — like PayPal, Authorize.Net and more.

Maximize your investment

Because PaperCut MF is a web-based tool, you can use your existing Ricoh hardware in Windows®, Macintosh®, Linux™ and Novell® environments — no server software installations or network reconfigurations required. Need to document environmental savings? Run reports to show the amount of paper or money saved with your administrative decisions.

Enable mobile printing

In an increasingly mobile world, users expect the ability to use their mobile devices in the workplace. With PaperCut MF, users can print from smartphones or tablets via Web Print, Google Cloud Print and native iPhone and iPad printing applications — no need to install specific print drivers.

Simplify print management

With PaperCut MF, it's easy to monitor and manage print, copy, scan and fax activity for every authorized user across your organization. Simply install the software to printers and MFPs and take advantage of an intuitive, browser-based interface to monitor who's using which devices. You can even expand up to 500,000 users with the same license when your needs grow.

Integrate PaperCut MF

Did you know that you can integrate PaperCut MF with your existing website or Intranet? Give users a uniform, familiar interface to encourage user adoption.

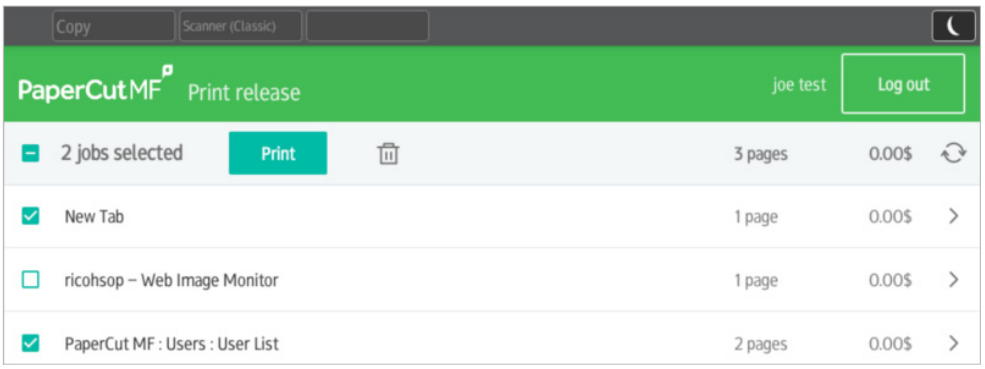
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PaperCut MF

In a large print environment, free-for-all print policies can quickly get out of hand. However, finding ways to save costs and reduce waste is almost impossible without the right information. PaperCut MF provides an easy, efficient way to automatically monitor and manage your entire print environment. PaperCut MF's powerful, user-friendly tools help you save costs without getting in the way of productivity. Integrate print queues, user authentication, chargeback, print rules and more. Generate reports to see where you've made a difference and identify opportunities for further improvement. With PaperCut MF, responsible printing becomes the norm.



When releasing a document at the device, **PaperCut MF** determines the type of user and print job in order to apply the correct set of print rules.

Positioning

- Large print environments seeking to improve issues caused by decentralization

Key benefits

- Give admin the ability to control all aspects of printing from a single tool
- Let users choose when and where they print
- Create flexible print rules — with different sets for users, groups, departments and more
- Maintain document confidentiality with secure document release features
- Reduce waste generated by abandoned print jobs
- Automatically convert print jobs to gray scale to reduce color toner usage
- Control print activity to optimize savings — without impacting the flow of information

Using this solution

- View and release stored jobs from a tablet, smartphone or Ricoh MFP
- Automatically apply print rules to enforce your organization's print policies
- Require users to authenticate at the device — via passcode, company ID or proximity card — to release their print jobs
- Use existing authentication methods, such as Active Directory® or LDAP
- Let users authenticate with G Suite™ using Google's new LDAP connection
- Track printing for chargeback and allow users to apply billing codes
- Enforce cost-effective print policies — re-direct files to lower-cost devices, enforce duplex printing and restrict output by application type
- Use advanced functions such as quotas and payment gateways
- Prompt users to confirm large jobs before printing
- Use the PaperCut app to offer mobile print release to users
- Leverage data from a full suite of reports to make strategic decisions
- Export billing reports to nearly any third-party billing/accounting software
- View reports in PDF, Excel® or HTML

ecoprintQ
Powered by PaperCut

Category: Assessment & Cost Recovery
Vendor: ecoprintQ
Version: 19.1

Implementation / technical

- Use PaperCut MF with Windows®, Mac®, Linux® and Novell®
- Embed PaperCut MF with Ricoh devices and MFPs
- Integrate with virtually any print and copy device
- Support multiple print rule sets from a single system
- Add quotas to user accounts on a scheduled basis — either daily, weekly or monthly
- Auto-schedule and email reports
- Over 30 customizable scripts available to enforce printing policy
- Site server license comes standard
- Server communications utilize XML over HTTP(s)
- Ability to view and change print job settings at the SOP Optimized device
- Quick guest access with optional guest button

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CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
Crawford School Business Consulting LLC
CATEGORY: Action
RECOMMENDATION: Accept Enrollment Projection Consultants Additional Services Proposal

BACKGROUND INFORMATION

At the November 7, 2019 Governing Board Meeting, Mr. Tom Williams of Enrollment Projection Consultants presented an enrollment study of student population projections for Cabrillo Unified School District.

REPORT/PROPOSAL

Enrollment Projection Consultants will provide follow-up study which will include specific forecast numbers by school and grade, this will be a two-step process, the first part will be completed in April and the second part in October.

FINANCIAL IMPACT

General Fund will cover the expense of this study.

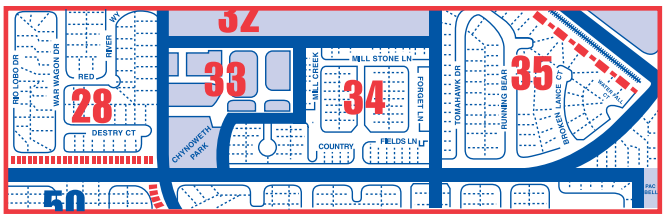
ENROLLMENT PROJECTION CONSULTANTS

Providing School Districts with Accurate Enrollment Forecasts by Location

Area 32
Older Mobile Home Park
450 units, 90 K-8 students, 0.20 SGR

Area 28
Recent Upper-Income Det. Homes
218 units, 85 K-8 students, 0.39 SGR

Area 33
Recent Upscale Townhouses
82 units, 9 K-8 students, 0.11 SGR



Area 34
Recent Middle-Income Det. Homes
94 units, 33 K-8 students, 0.35 SGR

Area 35
Older Middle-income Det. Homes
89 units, 57 K-8 students, 0.64 SGR

Elementary and Middle School
Attendance Boundaries

Mr. J. Jesus Contreras, CBO
Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, CA 94019

March 8, 2020

Re: Proposal for Services

Dear Mr. Contreras:

As you know, my study last fall for the Cabrillo USD was of the recent student shifts by housing situation and what those trends indicated for the pending enrollments. That study, however, did not include the analyses needed to provide specific forecast numbers by school and grade. The latter was excluded due to insufficient availability in my schedule to complete such tasks in the fall of 2019.

Per your request, this Proposal for Services is for such work to now be performed by my firm. We recommend a two-step process for this, with some of that work to be provided now and the balance next October, when your enrollment then is known and those student numbers by location and housing situation can be factored into the projections. Waiting until then will give us a much better indicator of the enrollment impacts of recent employment changes in the community.

The proposed tasks to be completed in the first part of April 2020 (the first step) are:

(1) Obtain early October 2017 and 2018 student files from Cabrillo USD, with those records including at least student name and unique ID number, home address, grade (with TK identified separately from K and with a grade included for SDC students) and school of attendance in electronic format. All individual student names and addresses will be handled with the appropriate confidentiality; only aggregate findings will be presented in any documentation. (We already have the fall 2016 and 2019 student files from the district, which were necessary to complete the previous study.)

(2) Have those fall 2017 and 2018 student files modified to meet the structural characteristics of the SchoolVision District Planner GIS software program. This is a more involved task than it sounds, with “gremlins” often occurring somewhere in those downloads.

(3) Potentially refine, where warranted, the planning areas that we created in last fall’s more general study so that we can better identify and evaluate the recent student trends by housing situation.

(4) Code the student addresses (after typo cleanup, which can require more work than it sounds) against an electronic GIS map of the planning areas. This lets us determine the resident (rather than attending) counts of students in each location.

(5) Determine and evaluate, for the likelihood to continue, by degree, the recent grade-to-grade student advancement rates for the different housing situations.

(6) Refine the previously identified birth data by zip code to correlate those figures to the relevant kindergarten students (recent and potential future).

3 West 37th Avenue, Suite 7, San Mateo, CA 94403-4470 • Phone: (650) 345-9765

(7) Generate interim approximate forecast numbers based on both the previous study findings, especially for potential new housing impacts, and these updated findings.

(8) Write a brief letter describing the interim findings and projections, with a few tables included.

The proposed tasks to be completed in October 2020 (other than perhaps the concluding presentation) are:

(9) Obtain the late September 2020 student file from Cabrillo USD, with those records including at least student name and unique ID number, home address, grade (with TK identified separately from K and with a grade included for SDC students) and school of attendance in electronic format. Additional fields could be beneficial, such as some type of identifier for SDC students, but for whom grade also is needed; mailing addresses, bus rider identifiers and any other data that the CUSD might want locational info on also could be of use in this file. All individual student names and addresses will be handled with the appropriate confidentiality; only aggregate findings will be presented in any documentation.

(10) Process that student data into counts by location, update the recent grade-to-grade advancement rates for the different housing situations, and evaluate those rates for their likelihood to continue, by degree.

(11) Update with the fall 2020 student data the correlative relationship between births and kindergarten totals (five years later) by location in the CUSD.

(12) Update the calculated average student generation rates (SGRs) coming from recently built housing both in the CUSD and from the nearby San Mateo – Foster City SD, for application to comparable future housing.

(13) Meet with planners for the City of Half Moon Bay and developer representatives, as needed, to update the pending housing by location.

(14) Run the forecast model with the updated findings, review the results and modify the inputs as warranted to generate the final projections.

(15) Write a formal report that explains the key trend findings and projections, with additional tables and charts included.

(16) Provide one concluding presentation to the district staff and/or Board.

(17) Provide additional by-planning-area data to the district.

The cost to complete this study as proposed will be $9,400 if (1) the original fall 2017, 2018 and 2020 student files are sufficiently complete and accurate and (2) a corresponding purchase order is received in March 2020. If there are sufficient problems with any of those files that justify our processing replacement files, then there could be both a small additional charge and a delay in the completion.

The final item that you may be requesting my assistance for would be to work with staff and/or a committee on potential attendance boundary adjustments. If so, then additional meetings or information requested by the district will be invoiced for my time at $180/hour plus expenses. Necessary tasks performed by partner, Vicki Williams, will be billed at $120/hour plus expenses. Some of my client districts cover these additional tasks as part of a separate on-call contract. Others simply issue one purchase order with a higher contract maximum than the study price alone.

You have a better concept than I of how much the district might need me for these potential on-call tasks. If there could be a series of committee and board meetings that I will both attend and provide evolving data for, then we may need an on-call maximum of $3,500 (or more). If you might only need me for one additional meeting and a few sporadic tasks, then a $1,500 cap should be sufficient. Only the appropriate portions of those on-call budgets would be billed.

We will invoice the district for these tasks as follows: 50% at the start of the study, in the 2019-20 school year, and 50% upon completion of the study, in the 2020-21 school year. Any additional charges for work outside the scope of the proposed tasks will be periodically invoiced under the appropriate contract.

I hope this information is sufficient for your district to make a decision. I look forward to working you on this study.

Sincerely,



Thomas R. Williams, Partner in Enrollment Projection Consultants

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
Crawford School Business Consulting LLC
CATEGORY: Action
RECOMMENDATION: Accept Skyline Engineering Roof Condition Survey Proposal

BACKGROUND INFORMATION

As we develop our Master Plan for the renovation of district facilities, we need to consider maintaining our current building on all sites. The basic operations of a building should include a solid roof, working utilities (electricity, water, sewer, gas…), working equipment (heating and lights) and eliminating any safety hazards.

REPORT/PROPOSAL

This report will allow Cabrillo Unified School District to identify the roofs that need repair or replacement and prioritize the work as part of the bond program. It will also increase the lifespan of the building and reduce the chance of mold from water and leaks.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

SKYLINE
ENGINEERING
ENGINEERING SERVICES FOR THE BUILDING ENVELOPE

March 23, 2020

Mr. Jim Crawford
Cabrillo Unified School District
498 Kelly Ave.
Half Moon Bay, CA 94019

RE: Roof condition survey for Cabrillo Unified School District—8 sites

Dear Jim,

Thank you for the opportunity to be of service. The following is a proposal to perform a roof survey of the roofs at 8 Cabrillo Unified School District sites to include: Half Moon Bay HS, La Costa Adult/Pilarcitos Alternative High (Continuation) School, Manuel F Cunha Intermediate Middle School, El Granada Elem School, FaraMone View Elem School, Alvin S. Hatch Elem School, Kings Mountain Elem School, and District Office/Maintenance Yard.

Skyline Engineering shall:

1. Perform a visual inspection of the roofs at each site (includes the portable roofs). Provide a report with pictures for each school/site.
2. Provide the Owner with a summary table indicating the estimated condition of the roofs, square footages, estimated budgets, recommendations.
3. Provide Owner with a recommended 4 year plan.
4. Will meet with the owner at the end of the survey to go over the summary table, recommendations.
5. Michael Perry/Skyline Engineering or Nathan Schalesky/Skyline Engineering may help me with the surveys.
6. Owner shall provide access to the roofs at each site so Skyline inspector can inspect. Skyline shall coordinate the inspections with the owner so Owner/Maintenance Department worker can provide ladder and access at each site.
7. Skyline shall also inspect the portable roofs at no additional charge to the owner.

Total Cost: $44,000. (which is approximately $5500 per site).

8991 Del Rio Circle, Gilroy, CA 95020
phone: 408/842-0500 fax: 408/842-2146 justin16@ix.netcom.com

Estimated time to finish the inspections and provide reports is 2 – 3 months (or sooner).

If you are in accordance with the above proposal please sign below and email or mail back to me.

As always, in accordance with State and Federal guidelines for the selection of consulting services, all of the above quoted fees are negotiable. Also, per State guidelines any party may cancel the contract at any time. Please contact me if you have any questions.

Sincerely,

Justin Schalesky, Vice President
Skyline Engineering Inc.

Approval: _____ Date: _____

PO (if necessary): _____

Additional fees (upon approval of the owner) shall be billed as follows:

Licensed Engineer: $210/hr
Degreed Engineer: $195/hr
Inspector: $150/hr

Minimum of 4 hours billed per meeting.

8991 Del Rio Circle, Gilroy, CA 95020
phone: 408/842-0500 fax: 408/842-2146 justin16@ix.netcom.com

CABRILLO UNIFIED SCHOOL DISTRICT

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SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
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Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: J Jesús Contreras, Chief Business Officer
Crawford School Business Consulting
CATEGORY: Action
RECOMMENDATION: Approve Resolution No.10-20, Establishing Tax Rate and Resolution No. 11-20, Authorizing the Issuance and Sale of the Bonds

BACKGROUND INFORMATION

On June 5th, 2018, Cabrillo USD passed Measure M a $99,000,000 bond authorization for the update of classrooms safety repairs fixing leaky roofs, equipping classrooms with technology and replacing heaters and plumbing. Then on October 10, 2018, the district sold its first series of bonds from the Measure M authorization for $35,000,000.

As of today, most of that original bond sale of $35 million has been used;

Current Fund Balance (Amount held at County Treasury)	$16 million
Purchase Orders Outstanding (Amount Obligated)	$10.8 million
Amount held for Energy Project	$2-4 million
Funds Available for Use	$1.2 million

FINANCIAL IMPACT

Working with the districts bond advisers, Isom Advisors, we have developed a $40,000,000 bond sale for this for this June. Isom Advisors have developed a plan to level the spike in the cost to the taxpayers. In the 2018-19 school year the taxpayers paid $71 per $100,000 assessed value and in 2019-20 that rate jumped about 60% to $115 per $100,000.

With the new plan, the rate will jump-up to $122 (6%) per $100,000 next year, but then level out to about $97 (-20%) per $100,000 the years after.

Bond Year	1996 Bonds	2012 Bonds	2018 Bonds	Total
2018-19	$33.10	$38.00	$0.00	$71.10
2019-20	$31.30	$34.50	$49.30	$115.10
2020-21	$39.25	$37.57	$45.15	$121.97
2021-22		$44.95	$50.20	$95.15
2022-23		$44.96	$51.48	$96.44
2023-24		$45.00	$51.51	$96.51
2024-25		$43.94	$51.81	$95.75

Tax rates per $100,000 in assessed value (AV); Assumes 0% AV growth in 2021, '2% AV growth in 2022, and 3.5% thereafter.
[1] Figures for 2019 and 2020 are actuals; figures for 2021 to 2025 are projections.
[2] Bonds issued" column shows estimated tax rates for bonds already issued under each authorization.
[3] Assumes issuance of Series B from Measure M bonds in 2020 and Series C from Measure M in 2023.
Assumes issuance of Series D from Measure S in 2021.
[4] Tax rate target for the 2012 Bonds is $45 per $100,000 in AV. Tax rate target for the 2018 Bonds is $52 per $100,000 in AV.

RESOLUTION NO. 09-20
BEFORE THE GOVERNING BOARD
OF THE CABRILLO UNIFIED SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

RESOLUTION OF THE GOVERNING BOARD OF THE CABRILLO UNIFIED SCHOOL DISTRICT REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN MATEO TO ESTABLISH TAX RATE FOR BONDS EXPECTED TO BE SOLD IN JUNE OR JULY 2020 AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Governing Board ("Board") of the Cabrillo Unified School District (the "District"), located in San Mateo County ("County"), California, is authorized to, and intends to issue a series of general obligation bonds for purposes authorized by the voters of the District on June 5, 2018; and

WHEREAS, the Board of Supervisors of the County is required to take action approving a tax rate for payment of indebtedness of the District during Fiscal Year 2020-21, and it is the responsibility of the Controller-Treasurer of the County to calculate the tax rates for the Board of Supervisors' action thereon; and

WHEREAS, the Board has determined that it is not possible or advisable to sell the District's bonds in time to permit the Controller-Treasurer, or other appropriate County official, of the County to calculate the tax rates necessary to pay debt service on such bonds in order that such tax rates may be reflected on 2020-21 property tax bills of taxpayers in the District; and

WHEREAS, the Education Code of the State of California provides that the Board of Supervisors of each county shall annually, at the time of making the levy of taxes for county
purposes, estimate the amount of money required to meet the payment of the principal and interest on the bonds authorized by the electors of the District and not sold, and which the Board of Trustees of the District informs the Board of Supervisors in their belief will be sold before the next tax levy, and further provides that said Board of Supervisors shall levy a tax sufficient to pay the principal and interest so estimated; and

WHEREAS, this Board deems it necessary and desirable to issue a series of the District's bonds either late in Fiscal Year 2019-20 or early in Fiscal Year 2020-21, as authorized by the Education Code, and that the County levy a tax for payment on debt service estimated to come due on such bonds during Fiscal Year 2020-21.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF CABRILLO UNIFIED SCHOOL DISTRICT:

Section 1. **Recitals.** All of the above recitals are true and correct.

Section 2. **Estimate of Tax Levy.** The Superintendent or the Chief Business Officer of the District or such other officer of the District as either authorized officer may designate (each, an "Authorized District Representative"), are hereby authorized and directed to prepare an estimate of all payments of principal and interest which shall become due on a series of bonds of the District and to cause the debt service schedule so prepared to be provided to the officers of the County responsible for preparing the tax levy for bonds of the District and for levying said tax. The District anticipates issuing bonds on or about June or July, 2020 in the approximate principal amount of $40 million as authorized by Measure M on June 5, 2018.

Section 3. **Request to County to Levy Tax.** The Board of Supervisors of the County is hereby requested, in accordance with Education Code Section 15252-15254, to adopt a tax rate for bonds of the District expected to be sold during the months of June or July 2020, based upon the estimated debt service schedule prepared by an Authorized District Official, and to levy a tax in Fiscal Year 2020-21 on all taxable property in the District sufficient to pay said estimated debt service. The proceeds of such tax shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

Section 4. **Application of Tax Proceeds.** In the event that the bonds of the District described hereunder are not sold, or sold in such amount and on such terms that the proceeds of the tax requested in Section 3 hereof, or any portion thereof, are not required for payment of debt service due on the bonds, or payment of other outstanding bonds of the District payable from the debt service fund of the District, this Board hereby requests that the Controller-Treasurer, or other appropriate official of the County, cause the remaining proceeds of the tax to be held in the debt service fund and applied to debt service on outstanding bonds of the District coming due in Fiscal Year 2020-21.

Section 5. **Filing of Resolution.** The Secretary of this Board is hereby authorized and directed to file forthwith a certified copy of this Resolution with the Clerk of the Board of Supervisors of the County, and to cause copies of this Resolution to be delivered to the Controller-Treasurer and the Tax Collector of the County.

Section 6. **Further Authorization.** The President and Clerk of this Board or any Authorized District Representative, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the sale of the bonds of the District, which any of them necessary and desirable to accomplish the purpose hereof.

Section 7. **Effective Date.** This resolution shall take effect from and after its adoption.

PASSED and ADOPTED this 16th day of April, 2020 by the Cabrillo Unified School District Governing Board, Half Moon Bay, County of San Mateo, California.

Mary Beth Alexander:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Lizet Cortes:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Kimberly Hines:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Sophia Layne:	_____ Aye	_____ No	_____ Abstain	_____ Absent
Freya McCamant:	_____ Aye	_____ No	_____ Abstain	_____ Absent

Certified by:

_____
Mary Beth Alexander
Clerk to the Governing Board
Cabrillo Unified School District

Attest by:

_____
Sean McPhetridge
Superintendent
Cabrillo Unified School District

RESOLUTION NO. 10-20
BEFORE THE GOVERNING BOARD
OF THE CABRILLO UNIFIED SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

RESOLUTION OF THE GOVERNING BOARD OF THE CABRILLO UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED $40,000,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF CABRILLO UNIFIED SCHOOL DISTRICT, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN LEGAL DOCUMENTS, 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, on September 13, 2018, the Governing Board (the "Board") of the District authorized the issuance and sale of the first series of bonds designated the "Cabrillo Unified School District (San Mateo County, California) General Obligation Bonds, Election of 2018, Series A" (the "Series A Bonds") under the Authorization;

WHEREAS, on October 10, 2018, the District issued the Series A Bonds in the principal amount of $35,000,000;

WHEREAS, the Board 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 B" (the "Series B Bonds") in an aggregate principal amount not exceeding $40,000,000, 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 District has requested that the Board of Supervisors of the County of San Mateo authorize the District to issue and sell the Series B Bonds on its own behalf, 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 public or private (negotiated) sale;

WHEREAS, a form of bond purchase agreement, to be used in the event that the Series B Bonds are sold by negotiated sale, 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 B Bonds, proposed to be entered into with Raymond James and Associates, Inc. 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 B 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 B 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 B 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 Controller of the County annually establish tax rates on taxable property within the District for repayment of the Series B 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 B 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.

"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 Chief Business Officer 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 negotiated sale of the Series B 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 B 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 B Bonds.

"Controller" means the Controller of the County or any authorized deputy thereof.

"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 B 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 B Bonds and charges and fees in connection with the foregoing. Additional costs authorized to be paid from the proceeds of the Series B 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 B 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 August 1, 2020 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 B 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 B 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 B Bonds in accordance with Section 8 hereof.
"Preliminary Official Statement" means the Preliminary Official Statement of the District relating to the Series B Bonds.

"Record Date" means, with respect to any Interest Date for the Series B 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 B 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 B".

"State" means the State of California.

"Tax Certificate" means the Tax Certificate with respect to the Series B Bonds executed by the District, dated the date of issuance of the Series B Bonds.

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

"Underwriter" means, if the Series B Bonds are sold by negotiated sale, Raymond James and Associates, Inc. and if the Series B Bonds are sold by Competitive Sale, means the responsible bidder who makes the best responsive bid therefor as provided in the Certificate of Award (defined below).

Section 3. **Authorization and Designation of Bonds**. Provided that the requested County authorization is granted, the Series B 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 $40,000,000 aggregate principal amount of Series B Bonds. The Series B Bonds shall be designated "Cabrillo Unified School District (San Mateo County) General Obligation Bonds, Election of 2018, Series B." The Series B Bonds shall be issued as current interest bonds as provided in Section 5 hereof. The proceeds of the Series B 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 B Bonds. The Series B Bonds shall be issued in fully registered form without coupons. The Series B Bonds and the certificate of authentication and registration and the form of assignment to appear on each of them, shall be in substantially the form attached hereto as **Exhibit A**, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) Execution of Bonds. The Series B 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 Secretary of the Governing Board. The Series B 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 B 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 B 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 B 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 B Bonds. The Series B 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 B Bonds shall be issued in denominations of $5,000 principal amount or any integral multiple thereof.

(c) Maturity. The Series B 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 B Bonds shall mature later than the date which is 40 years from the date of the Series B Bonds, to be determined as provided in subsection (a) of this Section; provided, however, that for any Series B Bonds that have a maturity greater than 30 years, an Authorized Officer shall make a finding that the useful life of the facility financed with the Series B Bonds equal or exceeds the maturity date of the Series B Bonds, or otherwise upon such other terms and conditions as shall be established for the Series B Bonds by the Bond Purchase Agreement. No Series B Bond shall have principal maturing on more than one principal maturity date. The aggregate principal amount of the Series B Bonds shall not exceed $40,000,000.

(d) Interest. The Series B Bonds shall bear interest payable on the Interest Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Series B 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 B Bond, interest is in default on any outstanding Series B Bonds, such Series B Bond shall bear interest from the Interest Date to which interest has previously been paid or made available for payment on the outstanding Series B 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 B 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 B Bonds in such year, and to pay from such taxes all amounts due on the Series B 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 B 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 B 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 B 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 B 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 B Bonds, as necessary to pay the principal, redemption premium, if any, and interest on the Series B 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 B Bonds in addition to any statutory lien that may exist, and the Series B 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 B Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the Series B 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 B 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 B 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 B 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 B 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 B 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 B Bonds. The obligation for repayment of the Series B Bonds is the sole obligation of the District.

Section 7. Redemption Provisions.

(a) Optional Redemption. The Series B 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.

(b) Selection. If less than all of the Series B Bonds are subject to such redemption and are called for redemption, such Series B 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 B Bonds of any given maturity are called for redemption, the portions of such Series B 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 B 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 B 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 B Bonds shall not be subject to mandatory sinking fund redemption. The Controller is hereby authorized to create such sinking funds or accounts for the term Series B Bonds as shall be necessary to accomplish the purposes of this Section.

(e) Notice of Redemption. Notice of any redemption of the Series B Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 20 nor more than 45 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 B Bonds and the date of issue of the Series B Bonds; (iii) the redemption date; (iv) the redemption price; (v) the series of Series B Bonds and the dates of maturity or maturities of Series B Bonds to be redeemed; (vi) if less than all of the Series B Bonds of a series of any maturity are to be redeemed, the distinctive numbers of the Series B Bonds of each maturity of such series to be redeemed; (vii) in the case of Series B Bonds of a series redeemed in part only, the respective portions of the principal amount of the Series B Bonds of each maturity of such series to be redeemed; (viii) the CUSIP number, if any, of each maturity of Series B Bonds of a series to be redeemed; (ix) a statement that such Series B 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 B 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 B 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 B Bonds called for redemption is set aside for the purpose as described in subsection (h) of this Section, the Series B 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 B Bonds at the place specified in the notice of redemption, such Series B Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Series B 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 B 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 B 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 B 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 B 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 B 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 B 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 B Bonds to be redeemed upon presentation and surrender of such Series B 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 B 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 B 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 B Bonds all or any part of the principal, interest and premium, if any, on the Series B Bonds at the times and in the manner provided herein and in the Series B 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 B 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 B 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 B 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 B 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 B Bonds and remaining unclaimed for two years after the principal of all of the Series B 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 B 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 B 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 Series B 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 B 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 B 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 B 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 B Bonds and the Series B 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 B Bonds; provided, however, that if different CUSIP numbers are assigned to Series B Bonds of a series maturing in a single year or, if Series B 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 B 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 B Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Series B Bond for each maturity shall be executed and delivered in the aggregate principal amount of such Series B 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 B Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Series B 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 B 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 B 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 B Bonds evidencing all or a portion of the principal amount then outstanding, DTC shall make an appropriate notation on the Series B 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 B 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 B 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 B Bonds.

(e) Cooperation with Registered Owner. So long as the outstanding Series B 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 B 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 B 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 B 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 B 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 B 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 B 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 B 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 B Bonds for redemption, and (ii) after any Series B Bond has been selected for redemption.

(b) Exchange. The Series B Bonds may be exchanged for Series B 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 B 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 B 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 B 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 B 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 B Bonds for redemption, and (ii) after any Series B Bond has been selected for redemption.

Section 11. **Bond Purchase Agreement; Sale of Series B Bonds.** The form of Bond Purchase Agreement, in substantially the form submitted herewith and made a part hereof as though set forth herein, and to be entered into in the event the Series B Bonds are sold by negotiated sale, 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 B Bonds shall not be in excess of 6.00%, (b) the interest rate on the Series B Bonds shall not exceed 6.00% per annum, (c) the minimum purchase price for the Series B Bonds shall be not less than the aggregate principal amount thereof, (d) the Underwriter's discount for the sale of Series B Bonds shall not exceed 1.00% of the principal amount of such Series B Bonds exclusive of any costs of issuance the Underwriter may contract to pay, and (e) the Series B Bonds shall otherwise conform to the limitations specified herein.

The Bond Purchase Agreement shall recite the aggregate principal amount of the Series B 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 B 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 B Bonds to fit the needs of particular purchasers, and greater opportunity for the Underwriter to pre-market the Series B 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 B 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 B Bonds (exclusive of any premium or accrued interest received) in an amount not exceeding 2.00% of the principal amount of the Series B 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 B 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 B 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 B Bonds for a period of three years from the date of issuance of the Series B 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 B Bonds; (b) the costs associated with the issuance of the Series B 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 Series B Bonds through the final maturity of the Series B Bonds, are set forth on **Exhibit B** attached hereto and incorporated herein.

Section 12. **Alternative Method of Sale of Bonds.** In addition to the authority granted hereunder to sell the Series B Bonds by negotiated sale, and notwithstanding anything contained in this Resolution to the contrary, the Series B Bonds, to the extent determined by an Authorized Officer to be advantageous to the District, may be sold upon the taking of public bids (a "competitive sale"). If an Authorized Officer elects to sell the Series B Bonds pursuant to a competitive sale, the Series B Bonds shall be offered by means of an Official Notice of Sale, substantially in such form as is approved by an Authorized Officer, for the Series B Bonds. Such Series B Bonds, if sold by competitive sale, shall be sold to the responsible bidder who makes the best responsive bid therefor, after publication of a Notice of Intention to Sell Bonds once at least five (5) days before the date of sale in a financial publication generally circulated throughout the State of California or which the District's Financial Advisor advises is expected to be disseminated among prospective bidders for the Series B Bonds. The Official Notice of Sale with respect to the competitively sold Series B Bonds shall require that (i) the purchase price of such Series B Bonds shall be no less than the respective principal amount thereof; (ii) such Series B Bonds shall otherwise conform to the limitations specified in this Resolution, as applicable, including specifically those terms prescribed by this section. The Authorized Officers are each hereby authorized to publicize one or more instruments in substantially said form and award the sale of the Series B Bonds pursuant thereto and pursuant a certificates of award (the "Certificate of Award"), subject to such changes or revisions to the Official Notice of Sale as may be acceptable to the Authorized Officer, and the District's approval of all such changes shall be conclusively evidenced by the execution and delivery of the Certificate of Award. The District reserves the right to reject all bids and to re-bid the Series B Bonds or, if necessary, to sell the Series B Bonds by negotiated sale as permitted by law, upon consultation with the District's Financial Advisor, and upon terms and conditions otherwise in conformity with the limitations contained in this Resolution, as applicable. The Certificate of Award shall recite the aggregate principal amount of the Series B 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 Payment Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof, if any.

Section 13. **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 14. **Preliminary Official Statement**. The Preliminary Official Statement to be distributed in connection with the public offering of the Series B 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 B 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 15. **Official Statement**. The preparation and delivery of an Official Statement with respect to the Series B Bonds, and its use by the Underwriter in connection with the offering and sale of the Series B 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 B 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 B 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 16. **Application and Investment of Proceeds.**

(a) Deposit of Bond Proceeds. The proceeds from the sale of the Series B 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 B 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 B Bonds not needed for the authorized purposes set forth herein for which the Series B 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 B Bonds. If, after payment in full of the Series B 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 B Bonds, will be invested at the Treasurer-Tax Collector's discretion pursuant to law and the investment policy of the County.

Section 17. **Rebate Fund.**

(a) The District shall create and establish a special fund designated the “Cabrillo Unified School District (San Mateo County) General Obligation Bond, Election of 2018, Series B Bonds Rebate Fund” (“Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (“Rebate Requirement”) pursuant to Section 148 of the Code, and the United States Treasury Regulations promulgated thereunder (“Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Series B Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and

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

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

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

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

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

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

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

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

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

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

Section 18. **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 B 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 B Bonds to be executed by the District on the date of issuance of such Series B Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Series B 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 B 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 B Bonds, and the covenants hereunder shall be deemed to be modified to that extent.

Section 19. **Professional Services**. Dannis Woliver Kelley shall serve as bond counsel and as disclosure counsel to the District for the Series B Bonds and Isom Advisors, a Division of Urban Futures, Inc., shall serve as financial advisor for the Series B Bonds.

Section 20. **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 21. **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 22. **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

Controller of the County the final terms of sale of the Series B Bonds, and to file with the 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 B 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 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 B Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the Series B Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Series B Bonds the principal, interest, and premium, if any, due on the Series B 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 23. **Nonliability of County.** Notwithstanding anything to the contrary contained herein, in the Series B Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Series B Bonds are not a debt of the County or a pledge of the full faith and credit of the County, and the Series B Bonds and any liability in connection therewith shall be paid solely from ad valorem property taxes lawfully levied to pay the principal of or interest on the Series B Bonds.

Section 25. **Effective Date**. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the Governing Board of the Cabrillo Unified School District on the 16th day of April, 2020, by the following vote:

Mary Beth Alexander:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Lizet Cortes:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Kimberly Hines:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Sophia Layne:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Freya McCamant:	_____	Aye	_____	No	_____	Abstain	_____ Absent

Certified by:

_____
Mary Beth Alexander
Clerk to the Governing Board
Cabrillo Unified School District

Attest by:

_____
Sean McPhetridge, Ed.D.
Secretary to the Governing Board
Cabrillo Unified School District

EXHIBIT A
FORM OF BOND

REGISTERED **REGISTERED**
NO. **$**

CABRILLO UNIFIED SCHOOL DISTRICT
(COUNTY OF SAN MATEO, CALIFORNIA)
GENERAL OBLIGATION BOND
ELECTION OF 2018, SERIES B

INTEREST RATE:	**MATURITY DATE:**	**DATED:**	**CUSIP NO:**
___%	**August 1, ____**	**____, 2020**	

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, 20__. 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, 20__, 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 B 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 $_____ 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 April 16, 2020 (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 B 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 a redemption price equal to the principal amount of the bonds to be redeemed plus interest accrued thereon to the dates fixed for redemption.

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

Certified by:

_____
Mary Beth Alexander
Clerk to the Governing Board
Cabrillo Unified School District

Attest by:

_____
Sean McPhetridge, Ed.D.
Secretary to the Governing Board
Cabrillo Unified School District

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 B Bonds: 4.08%

2. Estimated Costs of Issuance, including Underwriter's Discount (the "Finance Charge"):

Underwriter's Discount		$164,000
Dannis Woliver Kelley Bond Counsel Services/Expenses		40,000
Dannis Woliver Kelley Disclosure Counsel Services/Expenses		16,500
The Bank of NY Mellon Trust Paying & COI Agent Fees		1,500
County of San Mateo Document Review		1,500
Isom Advisors Financial Advisor Fee		65,000
Isom Advisors Financial Advisor NTE Expenses		3,000
Printing Fees		2,000
Moody's Rating Agency Fee		30,500
Contingency/Miscellaneous		15,000
	Total:	$339,000

3. Estimated Amount of Proceeds to be received by the District, less Finance Charge, reserves (if any) and capitalized interest (if any): $39,825,000

4. Estimated Total Payment Amount (Debt Service to Maturity, including any Finance Charge not paid with proceeds of the Series B Bonds (if any)): $83,590,000

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2020

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. See "TAX MATTERS" herein.

$40,000,000*
CABRILLO UNIFIED SCHOOL DISTRICT
(San Mateo County, California)
GENERAL OBLIGATION BONDS
ELECTION OF 2018, SERIES B

Dated: Date of Delivery Due: August 1, as shown on inside cover.

The Cabrillo Unified School District (San Mateo County, California) General Obligation Bonds, Election of 2018, Series B (the "Bonds") are being issued by the Cabrillo Unified School District (the "District") to (i) finance the acquisition, construction, furnishing and equipping of District facilities and (ii) 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 "2018 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 "2018 Authorization"). The Bonds are the second series of general obligation bonds to be issued under the Authorization and are issued on a parity basis with all other outstanding general obligation bonds of the District.

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 as to certain personal property which is taxable at limited rates), for each fiscal year upon the taxable property of the District in an amount at least sufficient, together with other moneys available for such purpose, to pay the principal of, 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 August 1, 2020. See ''THE BONDS'' herein.

The Bonds will be issued in book-entry form only, in denominations of $5,000 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 District. 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 June 17, 2020.

RAYMOND JAMES LOGO

The Date of this Official Statement is: _____, 2020.

MATURITY SCHEDULE

$_____
Cabrillo Unified School District
(San Mateo County, California)
General Obligation Bonds,
Election of 2018, Series B

Maturity (August 1)	Principal Amount	Interest Rate	Yield	CUSIP[1] (127127)

$_____ ____% Term Bonds due August 1, 20__; Yield _____%, CUSIP[1] 127127

[1] Copyright 2020, 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.

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CABRILLO UNIFIED SCHOOL DISTRICT
San Mateo County, State of California

Governing Board

Kimberly Hines, *President*
Lizet Cortes, *Vice President*
Mary Beth Alexander, *Clerk*
Freya McCamant, *Member*
Sophia Layne, *Member*

District Administrators

Sean McPhetridge, Ed.D., *Superintendent*
Leticia Bhatia, *Assistant Superintendent Curriculum and Instruction*
Jesús Contreras, *Chief Business Officer*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Dannis Woliver Kelley
San Diego, California

Financial Advisor

Isom Advisors, a Division of Urban Futures, Inc.
Walnut Creek, California

Paying Agent, Transfer Agent and Bond Registrar

The Bank of New York Mellon Trust Company, N.A.
Dallas, Texas

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No dealer, broker, salesperson or other person has been authorized by the 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 caption "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 those that 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.

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.

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.

**$40,000,000*
CABRILLO UNIFIED SCHOOL DISTRICT
(San Mateo County, California)
GENERAL OBLIGATION BONDS
ELECTION OF 2018, SERIES B**

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, inside cover 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.

The Cabrillo Unified School District (the "District") proposes to issue $40,000,000* aggregate principal amount of its General Obligation Bonds, Election of 2018, Series B (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 proposition at a general election held on June 5, 2018 (the "Election"). The District previously issued its $35,000,000 General Obligation Bonds, Election of 2018, Series A on October 10, 2018 under the Authorization. Subsequent to the issuance of the Bonds, $24,000,000* aggregate principal amount of general obligation bonds will remain for issuance pursuant to the 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 notice of redemption or other 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 2019-20 is projected to be 3,020 students and the property within the District has assessed value of $_____ in 2019-20. The audited financial statements for the District for the fiscal year ended June 30, 2019 are attached hereto as APPENDIX B. For further information concerning the District, see the caption "CABRILLO UNIFIED SCHOOL DISTRICT" herein.

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 and interest on the Bonds when due. See "SECURITY FOR THE BONDS" and "TAX BASE FOR REPAYMENT OF THE BONDS" 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" herein and APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT hereto.

Professionals Involved in the Offering

Dannis Woliver Kelley, San Diego, California, is acting as Bond Counsel and Disclosure Counsel to the District with respect to the Bonds. The Bank of New York Mellon Trust Company, N.A., Dallas, Texas is acting as paying agent, transfer agent and bond registrar for the Bonds. Isom Advisors, a Division of Urban Futures, Inc., Walnut Creek, California, is acting as Financial Advisor to the District in connection with the issuance of the Bonds. Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation, Sacramento, California, is acting as counsel to the Underwriter with respect to the Bonds. Dannis Woliver Kelley, Isom Advisors, a Division of Urban Futures, Inc., and The Bank of New York Mellon Trust Company, N.A. will receive compensation from the District contingent upon the sale and delivery of the Bonds. Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation will receive compensation from the Underwriter contingent upon the sale and delivery of the Bonds.

Forward Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein. 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 THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

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 June 17, 2020.

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 Governing Board of the District adopted on April 16, 2020 (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.

Book-Entry Only System

The Bonds will be issued under a book-entry system, evidencing ownership of the Bonds in denominations of $5,000 Principal Amount 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 F hereto.

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, 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 F – BOOK-ENTRY ONLY SYSTEM herein.

Payment of the Bonds

Interest on the Bonds is payable commencing August 1, 2020, and semiannually thereafter on February 1 and August 1 of each year (each, an "Interest Payment Date"). The Bonds shall be issued in fully registered form, without coupons, in denominations of $5,000 or any integral multiple thereof.

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 July 15, 2020, 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 in part, from any source of available funds, on any date on or after August 1, 20__ at a redemption price equal to the par amount to be redeemed, plus accrued interest to the date of redemption, without premium.

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 therefore and the final payment date is as indicated in the following table:

Mandatory Sinking Fund Payment Date (August 1)	Principal Amount to be Redeemed

* Preliminary; subject to change.

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, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall give notice of the redemption of the Bonds at least 20 but not more than 45 days prior to the redemption date to the County and the respective Owners of Bonds designated for redemption by first class mail, postage prepaid. Such redemption notice shall specify: (i) the date of such notice; (ii) the name of the Bonds and the date of issue of the Bonds; (iii) the redemption date; (iv) the redemption price; (v) the series of Bonds and the dates of maturity or maturities of Bonds to be redeemed; (vi) if less than all of the Bonds of a series of any maturity are to be redeemed, the distinctive numbers of the Bonds of each maturity of such series to be redeemed; (vii) in the case of Bonds of a series redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity of such series to be redeemed; (viii) the CUSIP number, if any, of each maturity of Bonds of a series to be redeemed; (ix) a statement that such 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 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.

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 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

If the Bonds are no longer in book-entry-only form, 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 on their redemption date or 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 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 by the United States Treasury (including State and Local Government Series Obligations) or obligations which are unconditionally guaranteed by the United States of America and described under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient, in the opinion of a verification agent satisfactory to the District, to pay and discharge all Bonds Outstanding at maturity or redemption thereof, 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 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" herein and APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT hereto.

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

Deposit to Building Fund
Deposit to Interest and Sinking Fund
Costs of Issuance[(1)]
Total Uses

(1) Includes Underwriter's discount, Bond and Disclosure Counsel fees, financial advisory fees, paying agent fees, rating agency fees and other costs of issuance.

Application of Proceeds

The net proceeds from the sale of the Bonds (other than premium) shall be paid to the County to the credit of the 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 County Treasurer. See "SAN MATEO COUNTY POOLED INVESTMENT FUND" herein.

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DEBT SERVICE SCHEDULE

The following table summarizes the principal and interest payments on the Bonds, assuming no optional redemption.

DEBT SERVICE ON THE BONDS

Bond Year Ending August 1	Principal	Interest	Total Debt Service
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			
2049			
2050			
Total			

The following 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"), $35,000,0000 General Obligation Bonds, Election of 2018, Series A (the "2018 Series A Bonds") and the Bonds (assuming no optional redemptions):

CABRILLO UNIFIED SCHOOL DISTRICT
Debt Service Schedule for Outstanding General Obligation Bonds

Bond Year Ending (August 1)	1996 Bonds	Series A Bonds	Series B Bonds	Series C Bonds	2017 Refunding Bonds	2018 Series A Bonds	The Bonds	Total
2020	$5,275,000.00	$869,500.00	$767,618.76	$766,931.26	$225,900.00	$4,615,575.00		
2021	5,580,000.00	887,900.00	790,368.76	766,931.26	225,300.00	1,877,975.00		
2022	--	905,500.00	822,368.76	766,931.26	224,700.00	1,939,975.00		
2023	--	267,650.00	855,618.76	766,931.26	834,100.00	2,073,775.00		
2024	--	267,650.00	891,868.76	766,931.26	848,900.00	1,411,375.00		
2025	--	267,650.00	910,868.76	766,931.26	867,100.00	1,479,375.00		
2026	--	267,650.00	948,368.76	766,931.26	888,500.00	1,534,575.00		
2027	--	267,650.00	988,368.76	766,931.26	905,250.00	1,587,375.00		
2028	--	267,650.00	1,015,618.76	766,931.26	929,250.00	1,642,775.00		
2029	--	922,650.00	1,060,618.76	941,931.26	--	1,700,575.00		
2030	--	938,000.00	1,091,668.76	978,181.26	--	1,760,575.00		
2031	--	946,437.50	1,136,368.76	1,012,181.26	--	1,822,575.00		
2032	--	958,937.50	1,174,268.76	1,043,931.26	--	1,886,375.00		
2033	--	979,400.00	1,220,518.76	1,081,531.26	--	1,951,775.00		
2034	--	992,400.00	1,264,818.76	1,122,131.26	--	2,018,575.00		
2035	--	1,008,600.00	1,306,225.00	1,165,531.26	--	2,091,575.00		
2036	--	1,022,800.00	1,355,600.00	1,206,531.26	--	2,165,375.00		
2037	--	1,040,000.00	1,399,800.00	1,250,131.26	--	2,239,775.00		
2038	--	--	1,450,800.00	1,724,881.26	--	2,314,575.00		
2039	--	--	1,503,200.00	1,792,925.00	--	2,400,825.00		
2040	--	--	1,556,800.00	1,860,925.00	--	2,481,825.00		
2041	--	--	1,611,400.00	1,935,075.00	--	2,570,625.00		
2042	--	--	1,666,800.00	2,010,025.00	--	2,657,625.00		
2043	--	--	1,727,800.00	2,085,600.00	--	2,754,000.00		
2044	--	--	1,794,000.00	2,163,200.00	--	2,849,250.00		
2045	--	--	--	3,390,000.00	--	2,949,750.00		
2046	--	--	--	3,504,800.00	--	3,049,750.00		
2047	--	--	--	--	--	3,158,750.00		
2048	--	--	--	--	--	3,270,750.00		
2049	--	--	--	--	--	--		
2050	--	--	--	--	--	--		
Total	$10,855,000.00	$13,078,025.00	$30,311,756.40	$37,171,893.94	$5,949,000.00	$66,257,675.00		

SECURITY FOR THE BONDS

General

The Bonds are general obligations of the District, and the Board of Supervisors of the County 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.

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. The Bonds are the second series of bonds issued under the Authorization. Subsequent to the issuance of the Bonds, $24,000,000 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

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 for any bonds issued on or after January 1, 2016, 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*

* Preliminary; subject to change.

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, 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, payable solely from Pledged Moneys 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 safety and security upgrades, technology infrastructure, and classroom renovation 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

The information in this section describes ad valorem property taxation, assessed valuation, and other measures of the tax base of the District. The Bonds are payable solely from ad valorem taxes levied and collected by the County on taxable property in the District. The District's general fund is not a source for the 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 receive 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 PROVISIONS AFFECTING DISTRICT REVENUES" herein.

The State Constitution currently requires a credit of $7,000 of the taxable 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. Current law also provides, upon application, a basis exemption of $100,000 increased by inflation for veterans with specified disabilities or for unmarried spouses of deceased veterans. The exemption may be raised to $150,000 if the applicant meets the income limit of $40,000.

In addition, certain classes of property such as cemeteries, free public libraries and museums, public schools, 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 since fiscal year 2004-05. The District's total assessed valuation is $_____ for fiscal year 2019-20.

CABRILLO UNIFIED SCHOOL DISTRICT
Assessed Valuation
Fiscal Year 2004-05 through Fiscal Year 2019-20

	Local Secured	Utility	Unsecured	Total	% Change
2004-05	3,604,284,834	162,493	57,941,453	3,662,388,780	--
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
2018-19	6,641,494,040	105,000	104,437,457	6,746,036,497	6.2
2019-20					

Source: California Municipal Statistics, Inc.

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, flood, fire, 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 with respect to the Bonds. See "SECURITY FOR THE BONDS" and "STATE FUNDING OF EDUCATION – COVID-19 and its Economic Impact."

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 Fresno, Kings, Tulare and Tuolumne Counties in California but extended conservation measures indefinitely in order to prepare California for fluctuations in water conditions and potential future drought conditions. According to the U.S. Drought Monitor, as of March, 2020, parts of California are experiencing abnormally dry conditions and moderate 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 was not impacted by the wildfires.

The District cannot make any representation regarding the effects that the drought or fire conditions has had, or may have on the value of taxable property within the District, or to what extent drought or fire could cause disruptions to agricultural production, destroy property, reduce land values and adversely impact other economic activity within the boundaries of the District.

Reassessments and Appeals 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 PROVISIONS AFFECTING DISTRICT REVENUES – 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 (e.g., all single family homes and condominiums purchased shortly prior to widespread declines in the fair market value of residential real estate within the county, as occurred between 2009 and 2011) 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 PROVISIONS AFFECTING DISTRICT REVENUES – 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.

Assembly Bill 102. On June 27, 2017, the Governor of the State (the "Governor") signed into law Assembly Bill 102 ("AB 102"). AB 102 restructured the functions of the State Board of Equalization ("SBE") and created two new separate agencies: (i) the California Department of Tax and Fee Administration, and (ii) the Office of Tax Appeals. Under AB 102, the California Department of Tax and Fee Administration took over programs previously in the SBE Property Tax Department, such as the Tax Area Services Section, which is responsible for maintaining all property tax-rate area maps and for maintaining special revenue district boundaries. Under AB 102, the SBE continues to perform the duties assigned by the State Constitution related to property taxes, however, effective January 1, 2018, the SBE only hears appeals related to the programs that it constitutionally administers and the Office of Tax Appeals hears appeals on all other taxes and fee matters, such as sales and use tax and other special taxes and fees. AB 102 obligates the Office of Tax Appeals to adopt regulations as necessary to carry out its duties, powers and responsibilities. No assurances can be given as to the effect of such regulations on the appeals process or on the assessed valuation of property within the District.

Assessed Valuation by Jurisdiction

The table below sets forth the assessed valuation within the District by political jurisdiction for fiscal year 2019-20.

CABRILLO UNIFIED SCHOOL DISTRICT
2019-20 Assessed Valuation by Jurisdiction

Jurisdiction:	Assessed Valuation in District	% of District	Assessed Valuation of Jurisdiction	% of Jurisdiction in District
City of Half Moon Bay	$3,301,922,465	46.45%	$3,301,922,465	100.00%
Unincorporated San Mateo County	3,807,058,203	53.55	$22,979,848,504	16.57%
Total District	$7,108,980,668	100.00%		
San Mateo County	$7,108,980,668	100.00%	$239,314,124,190	2.97%

Source: California Municipal Statistics, Inc.

Assessed Valuation by Land Use

The table below sets forth the assessed valuation of the taxable property within the District by land use for fiscal year 2019-20.

CABRILLO UNIFIED SCHOOL DISTRICT
2019-20 Assessed Valuation and Parcels by Land Use

	2019-20 Assessed Valuation [1]	% of Total	No. of Parcels	% of Total
Non-Residential:				
Agricultural/Rural	$316,486,385	4.51%	698	5.22%
Commercial/Office	255,934,639	3.65	228	1.70
Industrial	63,043,139	0.90	102	0.76
Recreational	44,643,646	0.64	32	0.24
Government/Social/Institutional	35,460,100	0.51	49	0.37
Miscellaneous	10,026,389	0.14	231	1.73
Subtotal Non-Residential	$725,594,298	10.34%	1,340	10.01%
Residential:				
Single Family Residence	$5,399,673,415	76.98%	7,263	54.27%
Condominium/Townhouse	130,340,838	1.86	272	2.03
Mobile Home	12,786,451	0.18	414	3.09
Mobile Home Park	10,854,558	0.15	11	0.08
Hotel/Motel	312,110,340	4.45	73	0.55
2-4 Residential Units	173,399,574	2.47	273	2.04
5+ Residential Units/Apartments	57,710,076	0.82	30	0.22
Subtotal Residential	$6,096,875,252	86.92%	8,336	62.29%
Vacant Parcels	$191,796,085	2.73%	3,707	27.70%
Total	$7,014,265,635	100.00%	13,383	100.00%

[1] Local secured assessed valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Assessed Valuation of Single Family Homes

The following table sets forth ranges of assessed valuations of single family homes in the District for fiscal year 2019-20, including the median and average assessed value per single family parcel.

CABRILLO UNIFIED SCHOOL DISTRICT
Per Parcel 2019-20 Assessed Valuation of Single Family Homes

	No. of Parcels	2019-20 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single Family Residential	7,263	$5,399,673,415	$743,449	$671,236

2019-20 Assessed Valuation	No. of Parcels [1]	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
$0 - $99,999	394	5.425%	5.425%	$ 29,979,308	0.555%	0.555%
$100,000 - $199,999	527	7.256	12.681	76,029,194	1.408	1.963
$200,000 - $299,999	513	7.063	19.744	129,201,940	2.393	4.356
$300,000 - $399,999	551	7.586	27.330	193,564,908	3.585	7.941
$400,000 - $499,999	609	8.385	35.715	273,666,620	5.068	13.009
$500,000 - $599,999	606	8.344	44.059	332,815,729	6.164	19.173
$600,000 - $699,999	578	7.958	52.017	374,751,733	6.940	26.113
$700,000 - $799,999	604	8.316	60.333	453,273,751	8.394	34.507
$800,000 - $899,999	597	8.220	68.553	507,621,169	9.401	43.908
$900,000 - $999,999	522	7.187	75.740	494,603,992	9.160	53.068
$1,000,000 - $1,099,999	350	4.819	80.559	366,387,938	6.785	59.854
$1,100,000 - $1,199,999	289	3.979	84.538	331,250,789	6.135	65.988
$1,200,000 - $1,299,999	235	3.236	87.774	292,648,131	5.420	71.408
$1,300,000 - $1,399,999	193	2.657	90.431	259,253,582	4.801	76.209
$1,400,000 - $1,499,999	134	1.845	92.276	193,543,039	3.584	79.794
$1,500,000 - $1,599,999	120	1.652	93.928	185,716,490	3.439	83.233
$1,600,000 - $1,699,999	103	1.418	95.346	169,430,033	3.138	86.371
$1,700,000 - $1,799,999	75	1.033	96.379	130,960,888	2.425	88.796
$1,800,000 - $1,899,999	45	0.620	96.998	83,380,085	1.544	90.340
$1,900,000 - $1,999,999	47	0.647	97.646	91,465,324	1.694	92.034
$2,000,000 and greater	171	2.354	100.000	430,128,772	7.966	100.000
	7,263	100.000%		$5,399,673,415	100.000%	

[1] Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

Largest Taxpayers

The table below sets forth the largest local secured taxpayers within the District in fiscal year 2019-20.

CABRILLO UNIFIED SCHOOL DISTRICT
2019-20 Largest Total Secured Taxpayers

	Property Owner	Primary Land Use	2019-20 Assessed Valuation	% of Total [1]
1.	SHC Half Moon Bay LLC	Hotel	$207,305,996	2.96%
2.	Ocean Colony Partners LP	Golf Course	42,208,691	0.60
3.	HMB Musich LLC	Shopping Center	29,580,000	0.42
4.	Keet Nerhan	Hotel	29,289,429	0.42
5.	Point Pillar Project Developer	Hotel	29,191,646	0.42
6.	Moonridge Associates	Apartments	21,420,000	0.31
7.	Lifemark Group Inc.	Cemetery	18,974,773	0.27
8.	Saguaro National Insurance Co.	Undeveloped	14,805,276	0.21
9.	IWF Half Moon Bay LLC	Hotel	10,752,905	0.15
10.	M. Keith Waddell Trust	Agricultural	10,464,485	0.15
11.	Skymoon Ranch LLC	Agricultural	10,284,142	0.15
12.	Professional Peninsula Properties LLC	Office Building	9,822,033	0.14
13.	Browning-Ferris Industries Inc.	Agricultural	9,729,140	0.14
14.	Bay City Flower Co.	Agricultural	9,475,991	0.14
15.	Skyline Real Estate LLC	Commercial	9,327,998	0.13
16.	Longs Drug Store Inc.	Shopping Center	8,930,663	0.13
17.	Castro Partners LLC	Office Building	7,891,883	0.11
18.	Stay Cal HMB LLC	Hotel	7,225,178	0.10
19.	Bahram Abolmoluki Trust	Shopping Center	7,101,255	0.10
20.	Frank Jason Silva	Apartments	6,477,000	0.09
			$500,258,484	7.13%

[1] 2019-20 local secured assessed valuation: $

Source: California Municipal Statistics, Inc.

The top 20 taxpayers on the secured roll for 2019-20 account for 7.13% of the secured assessed value in the District which is $500,258,484. According to California Municipal Statistics, Inc., the largest secured taxpayer in the District for fiscal year 2019-20 was SHC Half Moon Bay LLC accounting for 2.96% of the total secured assessed value in the District. No other secured taxpayer accounted for more than 0.60% 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.

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Tax Rates

The following table sets forth typical tax rates levied in Tax Rate Area 87-076 by the County within the District for fiscal years 2018-19 through 2019-20:

CABRILLO UNIFIED SCHOOL DISTRICT
Typical Tax Rate per $100 Assessed Valuation
(TRA 87-076)[1]

	2018-19	2019-20
General Tax Rate	1.0000	1.0000
Midpeninsula Open Space District	-	.0016
Montara Sanitation District	.0802	.0761
Cabrillo Unified School District	.0711	.1151
San Mateo Community College District	.0175	.0266
Total Tax Rate	1.1688	1.2194

[1] 2019-20 assessed valuation of TRA 87-076 is $1,292,172,518 which is ____% of the District's total assessed valuation.
Source: California Municipal Statistics, Inc.

The Teeter Plan

The Board of Supervisors of the County has 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 on the secured roll 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.

Direct and Overlapping Debt

Numerous local agencies that 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 _____ 1, 2020:

CABRILLO UNIFIED SCHOOL DISTRICT
Direct and Overlapping Bonded Indebtedness

_____
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 and 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 State Constitutional requirements, and required to be levied by the County on all taxable property within the District in an amount sufficient for the timely payment of principal 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 implemented in stages, with full implementation in fiscal year 2018-19. Prior to adoption of the LCFF, the State used a revenue limit system.

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 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. A Base Grant is assigned to each of four grade spans. Additional supplemental funding is made available based on the proportion of English language learners, low-income students and foster youth.

For fiscal year 2019-20, the base rates per unit of A.D.A. for each grade span are as follows: (i) $8,563 for grades K-3; (ii) $7,818 for grades 4-6; (iii) $8,050 for grades 7-8; and (iv) $9,572 for grades

9-12. Beginning in fiscal year 2013-14, and in each subsequent year, the Base Grants have been adjusted for cost-of-living increases by applying the implicit price deflator for government goods and services. With full implementation of the LCFF, the provision of cost-of-living-adjustments is now 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 ("FRPM") 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 historical ADA and enrollment for fiscal years 2012-13 through 2019-20.

CABRILLO UNIFIED SCHOOL DISTRICT
Historical ADA and Enrollment
Fiscal Years 2012-13 through 2019-20

Fiscal Year	ADA	Enrollment
2012-13	3,154	3,324
2013-14	3,210	3,357
2014-15	3,210	3,373
2015-16	3,196	3,334
2016-17	3,141	3,279
2017-18	3,087	3,207
2018-19		
2019-20[(1)]		

[(1)] Based on fiscal year 2019-20 Second Interim Report.
Source: The District.

The following table sets forth the ADA, enrollment and the percentage of EL/LI enrollment for fiscal year 2018-19, budgeted for fiscal year 2019-20 and projections for fiscal years 2020-21 and 2021-22.

CABRILLO UNIFIED SCHOOL DISTRICT
ADA, English Language/Low Income Enrollment
Fiscal Years 2018-19 through 2021-22

	ADA				Enrollment	
Fiscal Year	K-3	4-6	7-8	Total ADA	Total Enrollment	% of EL/LI Enrollment
2018-19						
2019-20[(1)]						
2020-21[(2)]						
2021-22[(2)]						

[(1)] Based on fiscal year 2019-20 Second Interim Report.
[(2)] Projected.
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 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. The District does not currently qualify as a basic aid district, and does not expect to in future fiscal years.

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 district 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 Sources

The District categorizes its general fund revenues into four sources. Each of these revenue sources is briefly described below.

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 Every Child Succeeds.

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.

The following table presents the District's percentage of general fund revenue by source.

CABRILLO UNIFIED SCHOOL DISTRICT
Percentage of Revenue by Source
Fiscal Years 2016-17 through 2019-20

Revenue Source	2016-17	2017-18	2018-19	2019-20[(1)]
LCFF sources	77.0%	79.0%	76.4%	81.8%
Federal revenues	3.7	4.0	3.5	3.7
Other State revenues	10.0	8.6	12.4	7.0
Other local revenues	9.3	8.4	7.7	7.5

(1) Based on fiscal year 2019-20 Second Interim Report.
Source: The District.

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 extended the annual parcel tax for an additional five years through fiscal year 2019-20. In November 2019, voters passed Measure I, which renewed the annual parcel tax of $150 for another eight years, starting July 1, 2020 and ending June 30, 2028. The District estimates that Measure I revenues contribute approximately $1.6 million per year.

COVID-19 Outbreak and its Economic Impact

In late 2019, an outbreak of COVID-19, a respiratory virus, occurred in China, and since that time has been spreading globally. The global outbreak has caused volatility in financial markets. While the impacts may be temporary, the outbreak appears to be altering the behavior of businesses and people in a manner that may have negative impacts on global and local economies, including the economy of the State. On March 13, 2020, responding to the evolving COVID-19 situation, President Trump declared a national emergency, making available more than $50 billion in federal resources to combat the spread of the virus. On March 23, 2020 the Federal Reserve Bank lowered the federal funds rate to between zero and one quarter percent, announced a Treasury security and agency backed-mortgage security buying program and emergency credit and liquidity facilities for financial institutions. The United States Congress is currently negotiating legislation to provide relief and stimulus to American businesses and individuals impacted by COVID-19 that is expected to total over $1 trillion.

Under the 2019-20 State Budget (defined below), about 70% of the State's general fund revenue is projected to be derived from personal income tax receipts. Additionally, capital gains tax receipts are budgeted to account for about 10% of such receipts in fiscal year 2019-20. Given stock market declines in March 2020 in response to the COVID-19 outbreak, it is unknown whether personal income tax or capital gains tax receipts will be sufficient to fund the State budget for fiscal year 2019-20 and 2020-21 at the levels described below in "-State Budget Measures."

As noted in the table above under the caption "DISTRICT FINANCIAL INFORMATION – Revenue Sources," the District receives the large majority of its revenues from LCFF Sources which are comprised of local property taxes and State moneys. Should the State experience a decline in revenue resulting from the impacts of COVID-19, there may be a resulting decline in revenue available for funding school districts.

Effect of Covid-19 Response on California School Districts

In response to the outbreak of COVID-19 in the State, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency. The declaration was intended to make additional resources

available, formalize emergency actions underway across multiple State agencies and departments, and assist the State in preparing for the spread of COVID-19.

On March 13, the Governor issued Executive Order N-26-20, providing that school districts that initiate a school closure to address COVID-19 shall continue to receive state funding to support all of the following during the period of closure: (1) continued delivery of high-quality educational opportunities to students through, among other options, distance learning and/or independent study; (2) the provision of school meals in noncongregate settings; (3) arrangement for supervision for students during ordinary school hours; and (4) continued payment of school district employees. Executive Order N-26-20 also provides that statutory mandated maintenance of schools for a minimum of 175 days is waived for school districts that initiate a school closure to address COVID-19. On March 16, 2020, the Governor remarked that residents of the State should prepare for most schools to be closed for the remainder of the 2019-20 school year. On March 19, 2020, the Governor issued Executive Order N-33-20, a mandatory statewide shelter-in-place order applicable to all non-essential services.

The District, upon consultation with the County Department of Public Health and County Superintendent of Schools, determined to close its school campuses effective [March __, 2020 through at least May 1, and will monitor the COVID-19 situation as to a decision when to reopen its campus on a day-to-day basis thereafter.]

To address the impacts of school closures and the COVID-19 response, the legislature adopted and the Governor has signed Senate Bill 89 ("SB 89") and Senate Bill 117 ("SB 117"), which bills take effect immediately. SB 89 amends the Budget Act of 2019 by appropriating $500,000,000 from the State General Fund for any purpose related to the Governor's March 4 Emergency Proclamation. The second bill, SB 117, addresses economic impacts to school districts directly. Among other things, SB 117 provides that, for all school districts that comply with Executive Order N-26-20, attendance during only full school months from July 1, 2019, to February 29, 2020, inclusive, will be reported for apportionment purposes. SB 117 will also hold harmless school districts not meeting minimum instructional day and minute requirements, in order to prevent a loss of funding related to school closures due to the outbreak. SB 117 will also hold harmless grantees operating After School Education and Safety Programs that are prevented from operating such programs due to COVID-19, and credit such Program grantees with the ADA that the grantee would have received had it been able to operate but for COVID-19.

The District expects the COVID-19 outbreak to escalate locally within California but cannot predict the extent or duration of the outbreak or what impact it may have on District general fund revenues. The Bonds are general obligations of the District payable solely from *ad valorem* property taxes and are not payable from the general fund of the District. The District cannot predict the impacts that the COVID-19 outbreak might have on local property values or tax collections.

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 State Superintendent 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 the 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.

General Fund Budget. The District's general fund adopted budgets for fiscal years 2016-17 through 2019-20, audited actuals for the fiscal years 2016-17 through 2018-19 and projected financial results for fiscal year 2019-20 based upon the second interim report are set forth on the following page.

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CABRILLO UNIFIED SCHOOL DISTRICT
General Fund Budgeting

	Adopted Budget 2016-17[1]	Audited Actuals 2016-17[1]	Adopted Budget 2017-18[1]	Audited Actuals 2017-18[1]	Adopted Budget 2018-19[1]	Audited Actuals 2018-19[1]	Adopted Budget 2019-20[2]	Second Interim Report[3]
REVENUES								
LCFF Sources	$28,127,513	$27,552,856	$28,637,986	$28,533,311	$29,744,755	$30,043,033	$30,175,042	$32,161,379
Federal	1,350,686	1,305,951	1,582,919	1,435,546	1,434,799	1,383,452	1,332,711	1,458,394
Other State	1,659,155	3,592,107	2,197,131	3,119,658	3,225,789	4,870,969	2,262,645	2,754,307
Other Local	2,816,879	3,319,650	2,980,433	3,047,723	2,924,540	3,049,010	2,746,324	2,929,082
Total Revenues	$33,954,233	35,770,564	35,398,469	36,136,238	37,329,883	39,346,464	36,516,722	39,303,162
EXPENDITURES								
Certificated Salaries	14,792,100	14,817,835	14,638,550	15,495,470	15,651,157	15,278,596	$15,645,335	15,399,955
Classified Salaries	5,346,177	5,671,918	5,474,371	6,096,906	6,072,097	6,212,168	6,320,424	6,378,345
Employee Benefits	7,699,365	8,460,963	9,102,785	9,108,627	9,939,935	10,744,383	9,609,646	9,484,153
Books and Supplies	1,401,504	1,128,599	1,577,548	1,303,506	1,201,237	1,346,560	1,040,637	1,205,419
Services, Other Operating Expenses	4,974,301	4,093,8890	5,022,096	5,229,683	4,609,079	4,920,468	5,166,162	5,599,699
Other Outgo	490,588	336,326	225,788	203,739	334,246	231,017	234,804	246,533
Capital Outlay	--	--	--	8,253	--	70,663	--	26,500
Total Expenditures	34,704,035	34,509,531	36,041,138	37,446,184	37,807,751	38,803,855	38,017,008	38,340,603
EXCESS (DEFICIENCY) OR REVENUES OVER (UNDER) EXPENDITURES	(749,802)	1,261,033	(642,699)	(1,309,946)	(477,868)	542,609	(1,500,286)	962,559
OTHER FINANCING SOURCES (USES)								
Transfers in	--	--	--	53,850	--	83,460	--	--
Transfers out	(139,053)	(143,435)	(170,000)	(163,000)	(123,217)	(138,419)	(152,783)	(152,783)
Net Financing Sources (Uses)	(139,053)	(143,435)	(170,000)	(109,150)	(123,217)	(54,959)	(152,783)	(152,783)
NET CHANGE IN FUND BALANCES	(888,855)	1,117,598	(812,669)	(1,419,096)	(601,085)	487,650	1,653,069	809,776
Fund Balance, July 1 (Beginning)	5,034,255	5,034,255	6,151,853	6,151,853	4,732,757	4,732,757	5,148,258	5,148,258
Fund Balance, June 30 (Ending)	$4,145,400	$6,151,853	$5,339,184	$4,732,757	$4,131,672	$5,220,407	$3,495,189	$5,958,034

(1) From the audited financial statements of the District for the stated fiscal year.
(2) From the 2019-20 Adopted Budget.
(3) From 2019-20 Second Interim Report

Source: The District.

Comparative Financial Statements

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 school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. Audited financial statements for the District for the fiscal year ended June 30, 2019, and prior fiscal years are on file with the District and available for public inspection at the Office of the Superintendent of the District, 498 Kelly Avenue, Half Moon Bay, 94019. See APPENDIX B hereto for the 2018-19 Audited Financial Statements of the District.

The following table reflects the District's audited general fund revenues, expenditures and fund balances from fiscal year 2016-17 to fiscal year 2018-19:

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CABRILLO UNIFIED SCHOOL DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures and Change in Fund Balances
for Fiscal Years 2016-17 through 2018-19

	2016-17 Audit	2017-18 Audit	2018-19 Audit
REVENUES			
LCFF Sources:	$27,552,856	$28,533,311	$30,043,033
Federal revenues	1,305,951	1,435,546	1,383,452
Other State revenues	3,592,107	3,119,658	4,870,969
Other local revenues	3,319,650	3,047,723	3,049,010
Total Revenues	35,770,564	36,136,238	39,346,464
EXPENDITURES			
Current			
Instruction	20,683,632	21,577,335	22,798,749
Instruction Related Services:			
Supervision of Instruction	1,812,227	2,018,116	1,916,450
Instruction library, media and technology	853,118	941,490	976,229
School site administration	2,710,939	2,875,948	2,827,428
Pupil Services:			
Home-to-school transportation	493,525	495,838	514,908
Food services	--	--	--
All other pupil services	2,250,051	2,600,905	2,493,177
General administration:			
Data processing	113,537	117,819	119,915
All other general administration	2,183,561	3,089,182	2,900,865
Plant services	2,532,097	2,990,290	3,270,330
Facilities acquisition and construction	3,291	--	74,250
Ancillary Services	--	505,371	636,559
Community services	482,745	13,211	21,697
Other educational programs	38,449	--	--
Payment to other agencies	352,359	220,679	253,298
Total Expenditures	34,509,531	37,446,184	38,803,855
Excess (Deficiency) of Revenues Over/(Under) Expenditures	1,261,033	(1,309,946)	542,609
Other Financing Sources/(Uses)			
Operating Transfers In	--	53,850	83,460
Operating Transfers Out	(143,435)	(163,000)	(138,419)
Total Other Financing Sources/(Uses)	(143,435)	(109,150)	(54,959)
Net Change in Fund Balances	1,117,598	(1,419,096)	487,650
Fund Balance, beginning	5,034,255	6,151,853	4,732,757
Fund balance, ending	$6,151,853	$4,732,757	$5,220,407

Source: The District.

Accounting Practices

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

State Budget Measures

The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guaranty the accuracy or completeness of this information and has not independently verified such information.

2019-20 State Budget. On June 27, 2019, Governor Gavin Newsom signed the budget for the State for fiscal year 2019-20 (the "2019-20 State Budget"). Under the 2019-20 State Budget, general fund revenues and transfers are forecasted to total $150.6 billion with expenditures reaching $147.8 billion in fiscal year 2019-20. For fiscal year 2018-19, the 2019-20 State Budget includes revenues and transfers of $149.5 billion, an increase of $7.7 billion over the 2018-19 State Budget, and expenditures of $143 billion, approximately $5 billion greater than under the 2018-19 State Budget. The 2019-20 State Budget includes $14.3 billion for reserves and paying down debts which will bring the Rainy Day Fund to $16.5 billion at the end of fiscal year 2019-20. The 2019-20 State Budget also includes a $4.3 billion supplemental contribution to pay down the State's share of unfunded PERS liabilities and STRS liabilities. Current assumptions provide that the school district contribution rate to STRS would decrease from 18.13% to 16.7% in fiscal year 2019-20 and from 19.1% to 18.1% in fiscal year 2020-21 as a result of such one-time payment. See "DISTRICT FINANCIAL INFORMATION - Retirement Systems" herein.

The 2019-20 State Budget allocates total K-12 funding of $103.4 billion ($58.8 billion in Proposition 98 funds and $44.6 billion other funds). Total per-pupil funding would reach $17,423 in 2019-20 from all sources. LCFF funding includes an additional $1.9 billion in the form of a 3.26% COLA.

Significant features of the 2019-20 State Budget pertaining to K-12 education are as follows:

- Charter School Regulation — accountability requirements for charter schools to align governance, transparency and accountability requirements of school districts and charter schools.

- Special Education— $645.3 million Proposition 98 funds for special education allocated among school districts based on children ages 3 to 5 years old with exception needs served by a school district.

- Proposition 51 Bond Funds — $1.5 billion in bond funds to support school construction projects including new construction, modernization, retrofitting, career technical education, and charter school facility projects.

- Proposition 98 Settle-Up — $686.6 million for K-12 schools and community colleges to pay the balance of past year Proposition 98 funds owed through 2017-18.

- Kindergarten Facilities — $300 million one-time non-Proposition 98 funds to construct new or retrofit existing facilities to support full-day kindergarten programs, which will increase participation in kindergarten by addressing barriers to access.

- New Teacher Grants — $89.8 million one-time non-Proposition 98 funds to provide grants of $20,000 for students enrolled in a professional teacher preparation program who commit to working in a high-need field at a priority school for at least four years.

- After School Education and Safety Program ("ASES") — $50 million ongoing Proposition 98 funds to provide an increase of approximately 8.3% to the per-pupil daily rate for ASES.

- Educator Workforce Grants — $37.1 million for the Educator Workforce Investment Grants for professional development in the following areas i) $22.1 million for social emotional learning, computer science, restorative practices, and ethnic studies; ii) $10 million implementation of the English-Learner Roadmap; iii) $5 million for special education and inclusive practices.

- 21st Century California Leadership Academy — $13.8 million federal funds to establish the 21st Century California Leadership Academy, to provide professional learning opportunities for public K-12 administrators and school leaders to acquire the knowledge, skills, and competencies necessary to successfully support the diverse student population served in California public schools.

- Classified Employees Summer Assistance Program — $36 million one-time Proposition 98 funds to provide a state match for classified employee savings used to provide income during summer months.

- Broadband Infrastructure — $7.5 million one-time non-Proposition 98 funds for broadband infrastructure.

- Longitudinal Data System — $10 million one-time non-Proposition 98 funds to plan for and develop a longitudinal data system to track impacts of investments in educational goals.

Proposed 2020-21 State Budget. Governor Newsom announced his proposal for the budget for the state for fiscal year 2020-21 (the "2020-21 Proposed Budget") on January 10, 2020 citing revenues and transfers for fiscal year 2020-21 of $156.9 billion and expenditures of $153 billion. Any increased revenues over the 2019-20 State Budget are directed to one-time spending (rather than programmatic expansion) in order to remain prepared for the possibility of an economic slowdown in the near future. The 2020-21 Proposed Budget predicts that revenue growth will slow in the next four years as compared to fiscal year 2019-20. The 2020-21 Proposed Budget includes a transfer of nearly $2 billion to the Budget Stabilization Account in 2020-21 and $1.4 billion over the succeeding two years. The Rainy Day Fund is projected to reach $19.4 billion by 2023-24.

Total per-pupil funding for K-12 education under the 2020-21 Proposed Budget is approximately $17,508 for fiscal year 2019-20 and $17,964 for fiscal year 2020-21. Proposition 98 funding totals $84 billion, which is the highest Proposition 98 funding level ever. The Proposed 2020-21 Budget increases LCFF funding $1.2 billion which equates to a 2.29% COLA.

Significant provisions of the 2020-21 Proposed Budget relating to K-12 education include the following:

- Educator Workforce Investment Grants — $350 million one-time Proposition 98 funds for the Educator Workforce Investment Grants for professional learning opportunities for teachers and paraprofessionals in special education; multi-tiered systems of support and mental health interventions; supporting English language learners; social-emotional learning and restorative practices; non-discrimination, anti-bullying, and affirmative supports for marginalized students; and computer science and science, technology, engineering, and math.

- California Collaborative for Educational Excellence — $18 million one-time Proposition 98 funds for the California Collaborative for Educational Excellence ("CCEE") to bolster awareness of available services and supports for all local educational agencies in the topics listed above, to strengthen the capacity of local educational agencies to improve student outcomes in state priority areas.

- Workforce Development Grant Program — $193 million one-time Proposition 98 funds to address workforce shortages in high-need subjects and areas.

- Teacher Residency Program — $175 million one-time Proposition 98 funds for locally sponsored, one-year intensive, mentored, clinical teacher preparation programs dedicated to preparing and retaining teachers in high-need subject areas in high-need communities.

- California Teacher Credential Award Program — $100 million one-time Proposition 98 funds for $20,000 stipends for fully credentialed teachers who complete four years of teaching service in a high-need subject at a high-need school.

- California Classified School Employees Credentialing Program — $64.1 million one-time Proposition 98 funds to provides grants to K-12 local educational agencies to recruit non-certificated school employees to become certificated classroom teachers.

- Exceptional Needs Preschoolers —$250 million ongoing Proposition 98 funds on a one-time basis to school districts based on the number of children ages 3 to 5 years with exceptional needs to increase or improve services for such children.

- SELPAs — $500,000 one-time Proposition 98 funds for a study of the current special education local plan area governance and accountability structure, and $600,000 one-time Proposition 98 funds for two workgroups to study improved accountability for special education service delivery and student outcomes

- Community School Grants — $300 million one-time Proposition 98 funds for local educational agencies supporting innovative community school models including integrated and coordinated student wrap-around services, collaborative leadership and support for educators and increased family and community engagement.

- Opportunity Grants — $300 million one-time Proposition 98 funds to establish opportunity grants for the state's lowest-performing schools and school districts and expand the capacity of the CCEE in its role within the statewide system of support.

- Public Preschool, K-12, and College Health and Safety Bond Act of 2020 — $15 billion general obligation bond measure in March 2020 to provide $9 billion to support K-12 facilities construction.

- Proposition 51 Bond Issuance — $1.5 billion Proposition 51 bond funds to support school construction projects.

- Inclusive Early Education Expansion Program — $75 million Proposition 98 funds to expand the Inclusive Early Education expansion Program to construct or modify preschool facilities to serve students with exceptional needs or severe disabilities.

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. See also "Potential Decline in State Revenues" for a discussion of COVID-19 and its impact on the State economy.

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. The Bonds are secured by *ad valorem* taxes levied upon real property within the District.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES

Article XIIIA of the California Constitution

Article XIIIA of the State Constitution ("Article XIIIA") limits the amount of *ad valorem* taxes on real property to 1% of "full cash value" as determined by the County assessor. Article XIIIA defines "full cash value" to mean "the county assessor's valuation of real property as shown on the 1975-76 bill under 'full cash value,' or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment," subject to exemptions in certain circumstances of property transfer or reconstruction. Determined in this manner, the full cash value is also referred to as the "base year value." The "full cash value" is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIIIA has been amended to allow for temporary reductions of assessed value in instances where the fair market value of real property falls below the base year value. Proposition 8—approved by the voters in November of 1978—provides for the enrollment of the lesser of the base year value or the market value of real property, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property, or other factors causing a similar decline. In these instances, the market value is required to be reviewed annually until the market value exceeds the base year value. Reductions in assessed value could result in a corresponding increase in the annual tax rate levied by the County to pay debt service on outstanding general obligation bonds of the District, including the Bonds. See "TAX BASE FOR REPAYMENT OF THE BONDS – Assessed Valuations" herein.

Article XIIIA requires a vote of two-thirds of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem,* sales or transaction tax on real property. Article XIIIA exempts from the 1% tax limitation any taxes above that level required to pay debt service (a) on any indebtedness approved by the

voters prior to July 1, 1978, or (b) as the result of an amendment approved by State voters on June 3, 1986, on any bonded indebtedness approved by two-thirds or more of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (c) on bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation 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 measures are included in the proposition. The tax for payment of principal of and interest on the Bonds falls within the exception described in (c) of the immediately preceding sentence. In addition, Article XIIIA requires the approval of two-thirds or more of all members of the State Legislature to change any State taxes for the purpose of increasing tax revenues.

Split Roll Property Tax Ballot Measure. On October 15, 2018, a proposed ballot initiative became eligible for the November 2020 statewide ballot (the "2020 Ballot Measure"). If approved by a majority of voters casting a ballot at the November 2020 statewide election, the 2020 Ballot Measure would amend Article XIIIA such that the "full cash value" of commercial and industrial real property that is not zoned for commercial agricultural production, for each lien date, would be equal to the fair market value of that property. If passed, the 2020 Ballot Measure would not affect the "full cash value" of residential property or real property used for commercial agricultural production, which would continue to be subject to annual increases not to exceed 2%. After compensating the State General Fund for resulting reductions in State personal income tax and corporate tax revenues, and compensating cities, counties and special districts for the cost of implementing the 2020 Ballot Measure, approximately 40% of the remaining additional tax revenues generated as a result of the 2020 Ballot Measure would be deposited into a fund created pursuant to the 2020 Ballot Measure called the Local School and Community College Property Tax Fund, with such funds being used to supplement, and not replace, existing funding that school districts and community college districts receive under the State's constitutional minimum funding requirement. The District cannot predict whether the 2020 Ballot Measure will appear on the statewide ballot at the November 2020 election or, if it does, whether the 2020 Ballot Measure will be approved by a majority of voters casting a ballot. If approved, the District cannot make any assurance as to what effect the implementation of the 2020 Ballot Measure will have on District revenues or the assessed valuation of real property in the District.

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 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% 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.

Beginning in fiscal year 1981-82, assessors in California no longer record property values on tax rolls at the assessed value of 25% of market value which was expressed as $4 per $100 of assessed value. All taxable property is now shown at 100% of assessed value on the tax rolls. Consequently, the tax rate is expressed as $1 per $100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the $1 per $100 of taxable value.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIIIA.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("unitary property"). Under the State Constitution, such property is assessed by the SBE as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the County by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

The California electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated and owned. Sale of electric generation assets to largely unregulated, nonutility companies may affect how those assets are assessed, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on its utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect ownership of utility assets or the State's methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District. Because the District is not a basic aid district, taxes lost through any reduction in assessed valuation will be compensated by the State as equalization aid under the State's school financing formula. See "DISTRICT FINANCIAL INFORMATION – State Funding of Education" herein.

Article XIIIB of the California Constitution

Article XIIIB of the State Constitution ("Article XIIIB"), as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. As amended, Article XIIIB defines

(a) "change in the cost of living" with respect to school districts to mean the percentage change in California per capita income from the preceding year, and

(b) "change in population" with respect to a school district to mean the percentage change in the average daily attendance of the school district from the preceding fiscal year.

For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year pursuant to the provisions of Article XIIIB, as amended.

The appropriations of an entity of local government subject to Article XIIIB limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for certain debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the Legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIIIB includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However, if a school district's revenues exceed its spending limit, such school district may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIIIB also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the State Constitution. See "–Proposition 98" and "–Proposition 111" below.

Article XIIIC and Article XIIID of the California Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIIIC and XIIID (respectively, "Article XIIIC" and "Article XIIID"), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIIIC establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts and community college districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIIIC further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIIIA of the California Constitution and special taxes approved by a two-thirds vote under Article XIIIA, Section 4. Article XIIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIIC or XIIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic 1% *ad valorem* property tax levied and collected by the County pursuant to Article XIIIA of the California Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

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

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "Accountability Act"). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State's appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as "K-14 school districts") at a level equal to the greater of (a) the same percentage of the State general fund revenues as the percentage appropriated to such districts in 1986-87, or (b) the amount actually appropriated to such districts from the State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIIIB surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the Legislature or a court might not interpret the Accountability Act to require a different percentage of State

general fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget.

Proposition 111

On June 5, 1990, the voters of California approved the Traffic Congestion Relief and Spending Limitation Act of 1990 ("Proposition 111"), which modified the State Constitution to alter the Article XIIIB spending limit and the education funding provisions of Proposition 98. Proposition 111 took effect on July 1, 1990.

The most significant provisions of Proposition 111 are summarized as follows:

a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIIIB spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California per capita personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.

b. Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIIIB are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess is to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

c. Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIIIB spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above 1990 levels (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over $15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

d. Recalculation of Appropriations Limit. The Article XIIIB appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (the "first test") or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIIIB by reference to per capita personal income) and enrollment (the "second test"). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in per capita State general fund revenues from the prior year is less than the annual growth in California per capita personal

income. Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a "credit" to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as Proposition 39) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendment may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, including the District, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property, and property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to buy or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 placed certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate per $100,000 of taxable property value projected to be levied as the result of any single election be no more than $60 (for a unified school district), $30 (for a high school or elementary school district), or $25 (for a community college district), when assessed valuation is projected to increase in accordance with Article XIIIA of the Constitution. 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.

Jarvis v. Connell

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California (the "Controller")). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District as being received from the State. To the extent the holding in such case would apply to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but

under federal law, the 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.

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 property tax 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 $600,001 for joint filers and over $340,000 but less than $408,001 for head-of-household filers), (ii) 2% for taxable income over $300,000 but less than $500,001 for single filers (over $600,000 but less than $1,000,001 for joint filers and over $408,000 but less than $680,001 for head-of-household filers), and (iii) 3% for taxable income over $500,000 for single filers (over $1,000,000 for joint filers and over $680,000 for head-of-household filers).

The revenues generated from the temporary tax increases were included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Proposition 98" and "—Proposition 111" herein. From an accounting perspective, the revenues generated from the temporary tax increases were 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 were and will be 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 will receive less than $200 per unit of ADA and no community college district will receive 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 high-income taxpayers imposed under Proposition 30 until 2030. Proposition 55 did not extend the sales and use tax increases 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) was a voter initiative that was approved by voters in the State 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.

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 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.

The District makes no representation that it will either pursue or qualify for Proposition 51 State facilities funding.

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 and SB 751. State regulations require school districts to budget a reserve for economic uncertainties. The recommended minimum amounts vary from 1% to 5% of total expenditures and other financing uses, depending on the district's ADA. SB 858, adopted in June 2014, imposed limitations relating to ending fund balances for school districts. Beginning in 2015–16, a school district that proposes to adopt or revise a budget that includes an ending fund balance that is two to three times higher than the state's minimum recommended reserve for economic uncertainties must substantiate the need for the higher balance. SB 751, which was adopted in October 2017 and amended Section 42127.01 of the Education Code, placed certain restrictions on the amount of a school district's ending fund balances if a certain amount of funds is available in the PSSSA. In a fiscal year in which the amount of moneys in the PSSSA is equal to or exceeds 3% of the combined total of general fund revenues appropriated for school districts for that fiscal year, (see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES—Proposition 98"), a school district's adopted or revised budget may not contain an assigned or unassigned ending fund balance higher than 10% of expenditures and other financing uses. A county superintendent could waive the prohibition, pursuant to specified conditions, for up to two consecutive years within a three-year period. SB 751 does not apply to school districts with an ADA of less than 2,501 students and basic aid school districts.

If the cap is triggered, unless exempted, a school district would be required to increase expenditures in order to bring its ending fund balance down to the maximum level. The PSSA appears to be intended to provide a substitute for local reserves in the event of a future economic downturn.

The District is required to maintain a reserve for economic uncertainties at least equal to 3% of general fund expenditures and other financing uses. On June 30, 2019, the District had available reserves of $_____. The District is unable to predict what the effect on its budget will be following implementation of these new rules. It is anticipated that if the cap is triggered, it will materially change the District's current policies on reserves.

Future Initiatives

Article XIIIA, Article XIIIB, Article XIIIC and Article XIIID of the California Constitution and Propositions 26, 98 and 111 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 District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

CABRILLO UNIFIED SCHOOL DISTRICT

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 has a 2018-19 assessed valuation of $6,746,036,497. 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 by to a four-year term. Current members of the Governing Board, together with their office and the date their term expires, are listed below:

CABRILLO UNIFIED SCHOOL DISTRICT
Governing Board

Name	Office	Term Expires December
Kimberly Hines	President	2020
Lizet Cortes	Vice President	2022
Mary Beth Alexander	Clerk	2022
Freya McCamant	Member	2022
Sophia Layne	Member	2020

Source: The District.

On October 11, 2018, the Board adopted a resolution indicating its intent to evaluate a transition from at-large to by-trustee area elections, pursuant to the Elections Code. The Board held four public hearings at which members of the public were able to provide input on trustee area boundaries before trustee area maps were drafted. On April 8, 2019 the Board adopted a proposed map which was approved by the San Mateo County Committee on School District Organization on June 3, 2019. Board elections will be transitioned to by-trustee area elections beginning with the November 2020 election. The current Board members will continue in office until the expiration of their terms in 2020 or 2022.

Key Personnel

The following is a listing of the key administrative personnel of the District.

Name	Title
Sean McPhetridge, Ed.D	Superintendent
Leticia Bhatia	Assistant Superintendent Curriculum & Instruction
Jesús Contreras	Chief Business Officer

Superintendent Sean McPhetridge, Ed.D. Dr. McPhetridge has served as Superintendent of the District since July 15, 2019. He has worked in various education roles for nearly thirty years as an administrator and English and Spanish teacher. Prior to joining the District, Dr. McPhetridge served as

Superintendent of the Alameda Unified School District. He earned a doctorate in education from Harvard University, an administrative credential from California State University at Sacramento and a bachelor's degree from University of California at Los Angeles.

District Employees

The District employs approximately __ full-time equivalent certificated academic professionals, 80 full-time equivalent classified employees and ___ 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, 20__.

The classified employees have assigned California School Employees Association ("CSEA") as their exclusive bargaining agent. The contract between the District and CSEA expires on June 30, 2021.

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.

District 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 either 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 17.10% of eligible salary expenditures, while participants contribute either 10.25% or 10.205% of their respective salaries. The State also contributes to STRS, currently in an amount equal to 10.328% of teacher payroll for fiscal year 2019-20. The State's contribution reflects a base contribution of 2.017% 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, phased in over the three year period from 2014-15 through 2017-18. The State's total contribution also increased from approximately 3% in fiscal year 2013-14 to 6.30% of payroll in fiscal year 2016-17, 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, school districts' employer contribution rates will increase over a seven-year phase-in period in accordance with the following schedule:

SCHOOL DISTRICT EMPLOYER CONTRIBUTION RATES
State Teachers' Retirement Fund

Effective Date (July 1)	School District Contribution Rate to STRS
2014	8.88%
2015	10.73
2016	12.58
2017	14.43
2018	16.28
2019	17.10*
2020	18.40*

* The 2019-20 State Budget provided supplemental payments to STRS by the State which reduces the school district contribution rate under A.B. 1469.

The District contributed $1,534,386 to STRS for fiscal year 2015-16, $1,800,800 for fiscal year 2016-17, $2,158,869 for fiscal year 2017-18, and $2,396,832 for fiscal year 2018-19. Such contributions were equal to 100% of the required contributions for the respective years. The District has budgeted a contribution of $_____ for fiscal year 2019-20. 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. The District is currently required to contribute to PERS at an actuarially determined rate, which is 19.721% of eligible salary expenditures for fiscal year 2019-20, while participants enrolled in PERS (whether enrolled prior to or subsequent to January 1, 2013) contribute 7% 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. As a result of payments to be made by the State as part of the 2019-20 State Budget, the estimated future employer contribution rates to PERS were again revised downward for fiscal years 2019-20 through 2025-26 but remain subject to annual adoption by the PERS Board of Administration. See "DISTRICT FINANCIAL INFORMATION- State Budget Measures" herein.

The District contributed $647,624 to PERS for fiscal year 2015-16, $760,509 for fiscal year 2016-17, $905,457 for fiscal year 2017-18, and $1,072,486 for fiscal year 2018-19 which amounts equaled 100% of required contributions to PERS. The District has budgeted a contribution of $____ for fiscal year 2019-20.

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, 2018.

FUNDED STATUS
STRS (DEFINED BENEFIT PROGRAM) and PERS
Actuarial Valuation as of July 1, 2018
(Dollar Amounts in Millions) [1]

Plan	Accrued Liability	Market Value of Trust Assets	Unfunded Liability
Public Employees Retirement Fund (PERS)	$92,071	$64,846	($27,225)
State Teachers' Retirement Fund Defined Benefit Program (STRS)	297,603	211,367	(101,992)

[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 PERS and STRS, as of June 30, 2019, are as shown in the following table.

Pension Plan	Proportionate Share of Net Pension Liability
PERS	$11,753,116
STRS	24,814,890
Total	$36,568,006

Source: The District.

For further information about the District's contributions to PERS and STRS, see Note 9 in the District's audited financial statements for fiscal year ended June 30, 2019 attached hereto as APPENDIX B.

See also "STATE FUNDING OF EDUCATION – COVID 19 and its Economic Impact" hereinabove for information regarding economic volatility caused by COVID-19. The District cannot determine whether such volatility might impact the value of investments held by either PERS or STRS to fund retirement benefits or whether the District's contribution rates to PERS or STRS might increase in the future as a result of any declines in the value of investments in response to the outbreak of COVID-19.

Other 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. In June 2015, GASB replaced Statement No. 45 with Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*.

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, 2019 is shown below:

	Balance July 1, 2018	Additions	Deductions	Balance June 30, 2019	Due Within One Year
General obligation bonds	$57,815,791	$35,000,000	$1,864,487	$90,951,301	$1,879,764
Unamortized premiums	3,075,453	2,598,894	256,081	5,329,176	--
Net Pension Liability	35,220,241	13,007,126	11,659,361	36,568,006	--
Compensated absences	335,880	216,231	234,595	317,516	--
Total	$96,447,365	$50,733,161	$14,014,524	$133,166,002	$1,879,764

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. On October 10, 2018, the District issued $35,000,000 aggregate principal amount of its General Obligation Bonds, Election of 2018, Series A. See "ANNUAL DEBT SERVICE SCHEDULES" for the debt service payments to be made on all of the District's outstanding general obligation bonds.

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 his 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. See Appendix E hereto for the San Mateo County Investment Policy Statement.

SAN MATEO COUNTY POOL SUMMARY AS OF _____, 20___

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		
Certificate of Deposit		
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 Bills		
Repurchase Agreements		
Total accrued interest		
Realized Gain/Loss & Interest Received		
U.S. Treasury Notes		
U.S. Instrumentalities		
Federal Agencies		
Corporate Notes		
Floating Rate Securities		
Commercial Paper		
Certificate of Deposit		
U.S. Treasury Bills		
Repurchase Agreements		
Total Realized Income		
Total Dollar Earnings		

Source: San Mateo County.

Neither the District nor the Underwriter has made an independent investigation of the investments in the Pooled Investment Fund and has made no assessment of the current County Investment Policy. The value of the various investments in the Pooled Investment Fund will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the County Treasurer, after a review by the Committee and approval by the Board may change the County Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Pooled Investment Fund will not vary significantly from the values described therein.

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), which date would be April 1, commencing with the report for the 2019-20 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 in APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT hereto. These covenants have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

During the past five years, the District _____. The District has engaged Isom Advisors, a Division of Urban Futures, Inc. to act as Dissemination Agent with respect to the undertaking to be entered into with respect to the Bonds and to assist the District with compliance with its current and future continuing disclosure obligations.

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 Underwriter 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. Bond Counsel and Disclosure Counsel and Underwriter's Counsel will receive compensation contingent upon the sale and delivery of the Bonds.

Limitation on Remedies; Amounts Held in the County Treasury Pool

The opinion of Bond Counsel, the proposed form of which is attached hereto as APPENDIX A, is qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditor's rights. The rights of the Owners of the Bonds are subject to certain limitations. Enforceability of the rights and remedies of the Owners of the Bonds, and the obligations incurred by the District, are limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect, equity principles that may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its

governmental bodies in the interest of serving a significant and legitimate public purpose, and the limitations on remedies against school and community college districts in the State. Bankruptcy proceedings, if initiated, could subject the beneficial owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

Under Chapter 9 of the Federal Bankruptcy Code (Title 11, United States Code) (the "Bankruptcy Code"), which governs the bankruptcy proceedings for public agencies, no involuntary petitions for bankruptcy relief are permitted. While current State law precludes school districts from voluntarily seeking bankruptcy relief under Chapter 9 of the Bankruptcy Code without the concurrence of the State, such concurrence could be granted or State law could be amended.

The Resolution and the Act require the County to annually levy *ad valorem* taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates), for the payment of the principal of, premium, if any, and interest on the Bonds. The County, on behalf of the District, is thus expected to be in possession of the annual *ad valorem* taxes and certain funds to repay the Bonds and may invest these funds in the County's Investment Pool, as described in APPENDIX E - SAN MATEO COUNTY INVESTMENT POLICY STATEMENT attached hereto. In the event the District or the County were to go into bankruptcy, a federal bankruptcy court might hold that the Owners of the Bonds are unsecured creditors with respect to any funds received by the District or the County prior to the bankruptcy, where such amounts are deposited into the County Treasury Pool, and such amounts may not be available for payment of the principal of and interest on the Bonds unless the Owners of the Bonds can "trace" those funds. There can be no assurance that the Owners could successfully so "trace" such taxes on deposit in the District's Interest and Sinking Fund where such amounts are invested in the County Investment Pool. Under any such circumstances, there could be delays or reductions in payments on the Bonds.

California Senate Bill 222

Government Code Section 53515, added by SB 222, applicable to general obligations bonds issued after its effective date, removes the extra step between (a) the issuance of general obligation bonds by cities, counties, cities and counties, school districts, community college districts, authorities and special districts; and (b) the imposition of a lien on the future *ad valorem* property taxes that are the source of repayment of the general obligation bonds. By clarifying that the lien created with each general obligation bond issuance is a "statutory" lien (consistent with bankruptcy statutory law and case precedent), SB 222, while it does not prevent default, should reduce the ultimate bankruptcy risk of non-recovery on local general obligation bonds, and thus potentially improve ratings, interest rates and bond cost of issuance.

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.

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.

Generally, rating agencies base their ratings on information and materials furnished to them (which may include information and material from the District which is not included in this Official Statement) and on investigations, studies and assumptions by the rating agencies.

UNDERWRITING

Raymond James & Associates, Inc. (the "Underwriter"), has agreed to purchase the Bonds at the purchase price of $_____ (reflecting the principal amount of the Bonds plus a net original issue premium in the amount of $_____ less an Underwriter's discount 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 yields other than the yields stated on the inside cover page. The offering prices 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 are available upon request from the Cabrillo Unified School District, 498 Kelly Avenue, Half Moon Bay, 94019.

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

[Closing date]

Governing Board
Cabrillo Unified School District
498 Kelly Avenue
Half Moon Bay, California 94019

Re: $_____ Cabrillo Unified School District (San Mateo County, California) General Obligation Bonds, Election of 2018, Series B

Ladies and Gentlemen:

We have acted as bond counsel for the Cabrillo Unified School District (San Mateo County, 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 B (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 Governing Board of the District on _____, 2020 (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 of San Mateo (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 herein 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.

2. The Bonds are 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 that is taxable at limited rates.

3. 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.

4. Interest on the Bonds is excluded from the gross income of the owners thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended.

5. Interest on the Bonds is exempt from personal income taxes of the State of California.

Ownership of tax-exempt obligations such as the Bonds may result in collateral tax consequences. The nature and extent of these other tax consequences will depend upon the particular tax status of the owner of the Bonds or such owner's other items of income or deduction. 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

CABRILLO UNIFIED SCHOOL DISTRICT
AUDITED FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDED JUNE 30, 2019

APPENDIX C

GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION FOR 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 2019.

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
2019	774,485	39,927,315

[(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 2018. 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)

	2014	2015	2016	2017	2018
Civilian Labor Force [1]	429,400	442,000	448,600	452,300	454,875
Employment	411,400	427,000	435,200	440,200	444,868
Unemployment	18,100	15,000	13,400	12,100	10,007
Unemployment Rate	4.2%	3.4%	3.0%	2.7%	2.2%
Wage and Salary Employment: [2]					
Agriculture	1,800	1,800	1,800	1,700	1,400
Mining, Logging and Construction	19,300	23,100	18,100	18,800	19,400
Manufacturing	25,500	25,500	25,400	26,400	26,100
Wholesale Trade	11,600	12,100	12,100	11,600	11,800
Retail Trade	34,900	33,900	33,900	33,900	34,100
Transportation, Warehousing, Utilities	27,800	28,300	30,500	32,000	25,200
Information	26,300	28,100	31,600	33,000	39,100
Finance and Insurance	14,300	14,800	15,400	15,400	16,500
Real Estate and Rental and Leasing	6,300	6,800	7,100	6,800	6,700
Professional and Business Services	75,200	76,500	81,700	79,700	83,600
Educational and Health Services	43,000	44,300	45,000	45,500	48,500
Leisure and Hospitality	40,900	42,500	42,600	42,100	45,400
Other Services	13,900	14,000	13,900	13,500	13,800
Federal Government	3,700	3,800	3,800	3,800	3,600
State Government	600	600	600	600	600
Local Government	27,000	28,300	28,900	28,800	29,000
Total, All Industries [3]	371,900	384,100	392,300	393,600	404,900

(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 2020.

COUNTY OF SAN MATEO
Major Employers
2020
(Listed Alphabetically)

Employer Name	Industry
BART Daly City Station	Transit Lines
Electric Charging Station	Research Service
Electronic Arts Inc.	Game Designers (mfrs)
Facebook Inc	Social Media
Fisher Investments – Woodside	Investment Management
Fisher Investments – San Mateo	Investment Management
Force Dump Debris Box Svc	Garbage Collection
Genentech Inc.	Biotechnology Products & Services
Gilead Sciences Inc.	Biological Products (mfrs)
Guckenheimer Inc.	Marketing Programs & Services
Kaiser Permanente Redwood City	Hospitals
Kaiser Permanente South San Francisco	Hospitals
Lucile Packard Children's Hospital	Health Care Facilities
LSA Global	Training Consultants
Mills-Peninsula Health Services	Hospitals
Motif Inc.	Business Services NEC
Oracle Corporation	Computer Software - Manufacturers
Plateau Systems	Computer Software
San Mateo County Behavior	Government Offices - County
San Mateo County Tax Collector	Tax Return Preparation & Filing
San Mateo County Medical Center	Hospitals
Sciex LLC	Scientific Apparatus & Instruments - Mfrs
SRI International Inc.	Engineers - Research
Visa Inc.	Credit Card & Other Credit Plans
Youtube LLC	Online Services

Source: America's Labor Market Information System (ALMIS) Employer Database, 2020 1st Edition.

Commercial Activity

A summary of historic taxable sales in the County through 2018 (the most recent annual 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
2017	12,744	11,132,628	21,534	16,736,449
2018	12,802	11,674,214	21,554	17,547,097

Source: State Board of Equalization.

Construction Activity

Building activity for the calendar years 2015 through 2020 in the County is shown in the following tables.

COUNTY OF SAN MATEO
Building Permit Valuation
(Valuation in Thousands of Dollars)

	2015	2016	2017	2018	2019	2020[(1)]
Permit Valuation						
New Single-family	$374,275.5	$367,334.0	$338,186.5	$330,908.0	$482,552.8	$24,018.4
New Multi-family	259,181.0	252,560.4	210,996.5	195,226.4	325,819.1	1,255.9
Res. Alterations/Additions	408,011.2	$395,240.9	503,351.5	424,804.7	356,861.1	17,852.0
Total Residential	$1,041,467.7	$1,015,135.3	$1,052,534.5	$950,939.2	$1,165,233.0	$43,126.3
New Commercial	$427,063.7	$683,630.1	$1,063,427.0	$1,476,230.6	$713,679.3	$40,630.9
New Industrial	--	4,954.8	500.0	--	--	--
New Other	94,031.8	195,895.4	279,183.8	106,875.1	87,363.2	4,126.5
Com. Alterations/Additions	489,389.7	728,965.3	1,047,885.6	972,646.5	618,148.6	102,354.5
Total Nonresidential	$1,010,485.2	$1,613,445.6	$2,390,996.4	$2,555,752.2	$1,419,191.0	$147,111.9
New Dwelling Units						
Single Family	521	458	411	443	489	47
Multiple Family	1,386	1,319	1,169	1,046	1,061	10
TOTAL	1,907	1,777	1,580	1,489	1,550	57

(1) Year to date as of January, 2020

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Agreement (this "Disclosure Certificate") is executed and delivered by the 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 B (the "Bonds"). The Bonds are being issued pursuant to a Resolution adopted by the Governing Board of the District on April 16, 2020 (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, Inc. (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 otherwise by the District), which Agent has evidenced its acceptance in writing. The Dissemination Agent shall be Isom Advisors, a Division of Urban Futures, Inc.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Event" means any of the events listed in Section 6 of this Disclosure Agreement.

"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 ____, 2020 ("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), which date would be April 1, commencing with the report for the fiscal year ending June 30, 2020, which would be due on April 1, 2021, 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, in a timely manner, shall send a notice 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;

(ix) Bankruptcy, insolvency, receivership or similar event of the obligated person; or

(x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person which reflect financial difficulties.

(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 security or other material events affecting the tax status of the security;

(ii) Modifications of rights to security holders;

(iii) Optional, unscheduled or contingent Bond calls;

(iv) Release, substitution or sale of property securing repayment of the securities;

(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;

(vii) Appointment of a successor or additional Paying Agent or Trustee or the change of name of a Paying Agent or Trustee; and

(viii) Incurrence of a Financial Obligation of the obligated person or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders;

(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 Listed 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 Listed 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 Listed 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: _____, 2020

CABRILLO UNIFIED SCHOOL DISTRICT

By:_____
Superintendent

Acceptance of duties as Dissemination Agent:

By:_____

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 B

Date of Issuance: _____, 2020

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 _____, 2020. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

[ISSUER/DISSEMINATION AGENT]

By:_____

APPENDIX E

SAN MATEO COUNTY INVESTMENT POLICY STATEMENT

APPENDIX F

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 St.. 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 Dallas, Texas, 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
(SAN MATEO COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES B
BOND PURCHASE AGREEMENT

_____, 2020

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 Officer 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 the date above, 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 B.

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 Agreement means that certain Continuing Disclosure Agreement 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 Agreement.

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 _____, 2020, 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 April 16, 2020.

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 of $_____, plus net original issue premium of $_____, less underwriter's discount of $_____. Payment for the Bonds shall be made in federal funds or through wire transfer of federal funds. The Bonds shall be released for delivery by the District no later than the Closing Time. The Underwriter will accept delivery of the Bonds through the facilities of The Depository Trust Company ("DTC").

(B) Arm's Length Transaction. The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter; (ii) in connection with such transaction, 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 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 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 August 1, 2020. 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 make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page(s) of the Official Statement and as set forth in Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering price or yield as it deems necessary in connection with the marketing of the Bonds.

6. Establishment of Issue Price.

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

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

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

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

(D) The Underwriter confirms that any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group

to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

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

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

(2) "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),

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

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

7. Closing. The Closing Time shall be no later than 10:00 a.m., California time, _____, 2020, 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 unified 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 Officer, 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 Officer, 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 Agreement.

(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; or

(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.

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:

(i) 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 $_____; 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 Agreement, 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 Agreement 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: Chief Business Officer

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 _____, 2020, at __:__ a.m. / p.m.

CABRILLO UNIFIED SCHOOL DISTRICT

By:_____
[Name],
[Title]

EXHIBIT A

DESCRIPTION OF THE BONDS

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied	Subject to Hold-The-Offering-Price Rule

[T] = Term Bonds

[*] = 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
(SAN MATEO COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2018, SERIES B

ISSUE PRICE CERTIFICATE

Raymond James & Associates, Inc. (***"Raymond James"***) has acted as the underwriter with respect to the Cabrillo Unified School District (the "***District***") General Obligation Bonds, Election of 2018, Series B (the ***"Bonds"***), in the aggregate stated principal amount of $_____. Raymond James, based on information available to it, hereby certifies and represents the following:

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of 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 prices shown on Schedule A hereto.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) Raymond James offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. If any Hold-the-Offering-Price Maturities are identified in Schedule A, a copy of the pricing wire or equivalent communication for the Bonds will be attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement dated _____, 2020, by and between the District and Raymond James, Raymond James has agreed in writing that, (i) 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 (ii) 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.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A 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, or (ii) the date on which Raymond James 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) *Issuer* means Cabrillo Unified School District.

(e) *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.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to a 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.

(g) *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 _____, 2020.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (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).

The representations set forth in this certificate are limited to factual matters only as to facts in existence on the date hereof. The Certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein. Nothing in this certificate represents Raymond James's interpretation of any laws, including specifically Section 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder, or the application of any laws to these facts. Accordingly, Raymond James makes no representation as to the legal sufficiency of the factual matters set forth herein. Raymond James understands that the foregoing information will be relied upon by the Issuer 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, Special Counsel, 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 Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer 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 for any other purpose.

Dated: _____, 2020

RAYMOND JAMES & ASSOCIATES, INC.

By _____
Managing Director

SCHEDULE A

Sale Prices of the General Rule Maturities
And
Initial Offering Prices of the Hold-the-Offering Price Maturities

(attached)

Schedule B

Pricing Wire or Equivalent Communication

Isom Advisors A Division of
URBAN FUTURES | Incorporated



Cabrillo Unified School District
General Obligation Bond Program

by

Isom Advisors,
a Division of Urban Futures, Inc.

April 16, 2020

1470 Maria Lane, Ste. 315 - Walnut Creek, CA 94596

District Bond Program

Existing Authorization

Voters have approved three bond measures

Cabrillo Unified School District

Election Date	Total Amount Authorized	Remaining Authorization
June 4, 1996 (Measure K)	$35,000,000	$0
June 5, 2012 (Measure S)	$81,000,000	$23,000,000
June 5, 2018 (Measure M)	$99,000,000	$64,000,000

Bond Program Model

Main Inputs

Cabrillo Unified School District

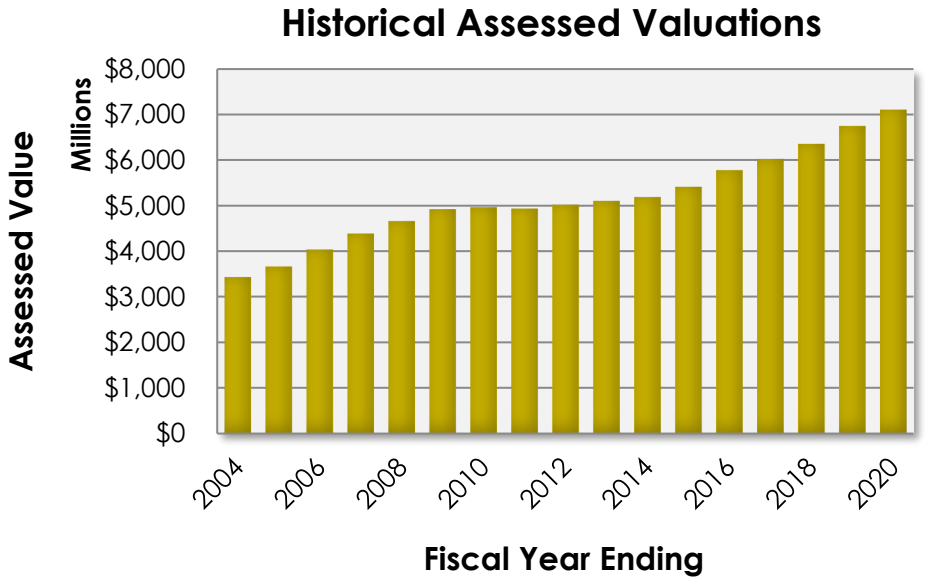
- The main inputs into a bond program model include:
  - Assessed valuation growth
  - Interest rate environment
  - Bond structure

District Assessed Value History

Cabrillo USD Historical Assessed Values

Cabrillo Unified School District

- The District has a history of very strong assessed valuation ("AV") growth.
- The District's 2019-20 AV was approximately $7.1 billion; annual average AV growth rate since 2004 is 4.7%.



Fiscal Year Ending	Assessed Valuation Growth Rate
2005	6.8%
2006	10.1%
2007	8.8%
2008	6.2%
2009	5.6%
2010	0.8%
2011	-0.5%
2012	1.7%
2013	1.6%
2014	1.8%
2015	4.3%
2016	6.7%
2017	4.2%
2018	5.5%
2019	6.2%
2020	5.4%
Average	**4.7%**

- District's gross bonding capacity is $177.7 million (2.5% x assessed value); currently, the District has net capacity of $88,652,978.

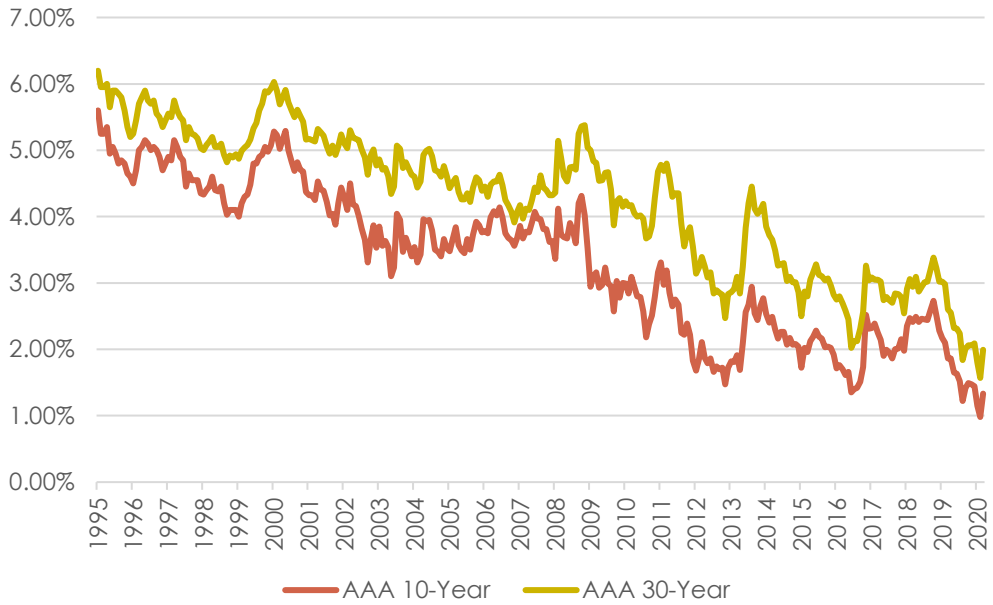
Market Environment

Comparison of Historical Interest Rates

Cabrillo Unified School District

- Municipal Market Data (MMD) rates are the municipal industry benchmark. While interest rates remain low by historical standards, we have seen record volatility over the last month.

History of Municipal Market Data (MMD) Rates



Recent MMD Shifts

Date	10-year	30-year
3/2/2020	0.93%	1.52%
3/9/2020	**0.78%**	**1.38%**
3/16/20	1.61%	2.32%
3/23/20	**2.79%**	**3.37%**
3/31/20	1.33%	1.99%

The Thomson Municipal Market Data (MMD) AAA curve is a proprietary yield curve that provides an approximation of the borrowing rate of "AAA" rated state general obligation bonds and serves as a benchmark yield in the municipal bond market.

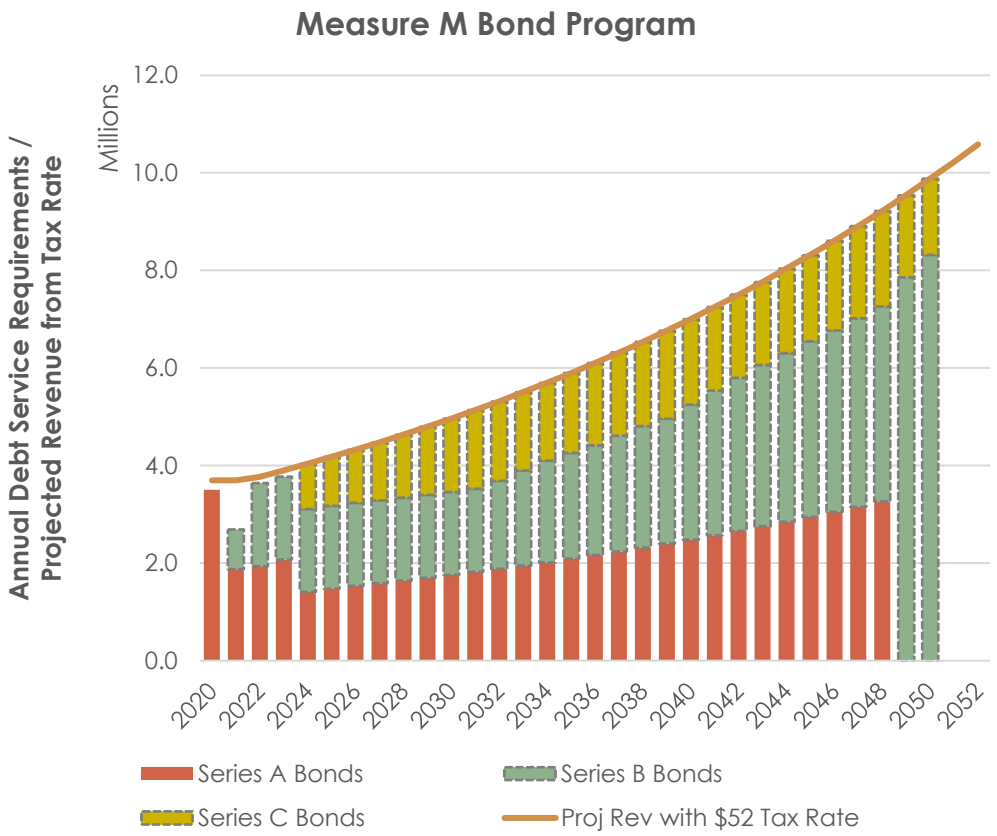
Source: Thomson Reuters – The Municipal Market Monitor (tm3)

Measure M

Projected Plan of Finance

Cabrillo Unified School District

- The par amount of the Series 2020 bonds will be not-to-exceed $40 million (slightly higher than the original financing plan).
- The higher par amount will better meet the District's project needs and fits within the financing plan.
- The Series 2020 bonds will be structured to layer on top of the Series A bonds and to leave capacity to issue the third and final series of bonds in two to three years.



Note: Tax rate is per $100,000 in assessed value; Assumes annual AV growth of 0% in 2020-21, 2% in 2021-22 and 3.5% thereafter.

Competitive and Negotiated Pricings

There are two main ways to price municipal bonds

Cabrillo Unified School District

- There are generally two main ways to price municipal bonds: competitive and negotiated.

	Competitive	Negotiated
Underwriter Selection Timing	At the time of pricing based on true interest cost (TIC) only	Prior to pricing
Underwriter Role	At pricing only	Throughout the issuance process
Marketing of Bonds	Investors are sought after the pricing	Underwriter pre-markets the bonds prior to pricing
"Classic" Fit	Well-known, frequent issuer with vanilla easy-to-understand debt in a stable and solid market	Non-frequent issuer with a more complicated financial background in a volatile market

  - A third option is a private placement where the school district directly places the bond with an investor – typically a bank.

- The bond resolution will allow for both competitive and negotiated pricing methods to be determined by District staff closer to pricing.

Legal Documents (1)

Bond resolutions under consideration

Cabrillo Unified School District

- **Resolution Authorizing the Sale of the Series B Bonds** – Board authorizes the issuance of Series B bonds and sets a number of parameters:
  - Not-to-exceed par amount: $40 million
  - Bond structure: Current Interest Bonds
  - Maximum true interest cost: 6.0%

- **Resolution Requesting the Board of Supervisors to Establish Tax Rate for Bonds Expected To Be Sold** – Board requests that the County levy a tax for the anticipated Series B bonds.

Legal Documents (2)

The bond resolution will have a number of attachments

Cabrillo Unified School District

- **Attachments** – The resolution has a number of attachments that will be approved in form. In the bond resolution, the board delegates the responsibility to execute these documents to the Superintendent & CBO.
  - **Preliminary Official Statement ("POS")** – Offering document which prospective purchasers of the bonds use to learn about the District and the bonds.
  - **Continuing Disclosure Certificate** – District covenants to file annual reports and material events notices to keep investor community up-to-date regarding District finances and tax base.
  - **Bond Purchase Agreement** – Agreement that gets executed at pricing between the District and underwriters establishing the terms of the bond sale.
  - **Paying Agent Agreement** – A paying agent distributes the required payments to bondholders. This agreement engages US Bank and specifies their responsibilities.

Good Faith Estimates

Required Disclosure of Bond Statistics

Cabrillo Unified School District

- Below are the good faith estimates associated with the Series B Bonds as required under SB 450.

	Series B Bonds
True Interest Cost	4.08%
Finance Charge of the Bonds	$339,000
Amount of Proceeds	$39,825,000
Total Repayment Amount	$83,590,000

Bond Issuance Schedule

Series B Bonds can be issued in June

Cabrillo Unified School District

- The financing schedule may be adjusted based on a variety of factors, including the municipal market environment.

Financing Activity	Date
District Board Approval	April 16th
Conference Call with Rating Agencies	Week of May 4th
Receive Ratings	May 15th
County Board of Supervisors Meeting	May 19th
Post Preliminary Official Statement	May 27th
Pricing	June 3rd
Closing	June 17th

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California, 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Action
RECOMMENDATION: Approve Amendment to the March 2017 BGCC Memorandum of Understanding and the BGCC-CUSD Compact to Preserve Cunha Intermediate School After-School Sports

BACKGROUND INFORMATION

This year, CUSD and the Boys and Girls Club of the Coastside (BGCC) representatives have met frequently to discuss CUSD's budget shortfall and deficit spending. Over the years, BGCC and CUSD have collaborated closely on the construction of sports facilities in the district, with BGCC contributing many millions of dollars to these ends. Both BGCC and CUSD acknowledge that partnering even more closely together now to provide for Cunha Intermediate School's after-school programs would be of benefit to realizing the mission of both organizations.

REPORT/PROPOSAL

Staff recommend approval of both the Amendment to the March 2017 BGCC Memorandum of Understanding and the BGCC-CUSD Compact to Preserve Cunha Intermediate School After-School Sports attached herein. CUSD and BGCC representatives have collaborated closely on both these items, and CUSD staff want to thank BGCC for their ongoing work and for their show of active partnership to meet the needs of the youth we both serve.

FINANCIAL IMPACT

Approval of staff recommendation to adopt this amendment to the March 2017 MOU with BGCC is expected to provide budget savings of approximately $100,000 annually that is currently an expense to CUSD's general fund.

AMENDMENT TO MARCH 2017 MEMORANDUM OF UNDERSTANDING BETWEEN CABRILLO UNIFIED SCHOOL DISTRICT AND BOYS AND GIRLS CLUB OF THE COASTSIDE

WHEREAS, the Boys and Girls Club of the Coastside and the Cabrillo Unified School District have a strong and continuing partnership with the sole aim of collaboration in order to serve the academic, athletic, and cultural enrichment needs of Coastside youth; and

WHEREAS, the Boys and Girls Club has contributed millions of dollars over the years toward the construction of multiple athletic facilities that benefit Cabrillo Unified School District and the youth that we jointly serve, and these projects would have not been possible otherwise; and

WHEREAS, in March 2017, the Boys and Girls Club of the Coastside and the Cabrillo Unified School District signed a Memorandum of Understanding "to memorialize the understanding and agreement of the Parties for the usage by BGCC of the new gymnasium located at 530 Kelly Avenue, Half Moon Bay, CA 94019. This facility was recently completed at a total cost of $11.5 million of which $8.5 million was funded by BGCC"; and

WHEREAS, in the Amendments section of the March 2017 MOU, it stated "(a)ny changes, modifications, revisions or amendments to this MOU must be mutually agreed upon by the Parties and shall be incorporated in writing, and effective when executed and signed by all Parties"; and

WHEREAS, the Boys and Girls of the Coastside and the Cabrillo Unified School District believe amendments are now in order to best suit the aligned missions of both parties to serve youth; and

WHEREAS, the Boys and Girls of the Coastside and the Cabrillo Unified School District have worked together this year to agree to these amended terms in order to continue the offering of services to youth during a time of a significant budget shortfall for the school district;

NOW, THEREFORE, it is hereby mutually agreed between the Cabrillo Unified School District, hereinafter known as CUSD, and the Boys and Girls Club of the Coastside, hereinafter known as BGCC, that the agreements outlined below will now be incorporated as a whole as Amendment 1 to the existing Memorandum of Understanding between the parties of that agreement.

1. **Purpose**

In partnership with CUSD, BGCC will coordinate the community and school usage of facilities at Cunha Intermediate School during after-school hours and on weekends.

2. **Facilities** included in this agreement include:

    a. Event Center at 530 Kelly Avenue
    b. Tennis courts on Cunha campus
    c. School gym on Cunha campus
    d. Soccer Complex on Cunha campus

3. Responsible Parties

The facilities will remain the property of CUSD. All required safety inspections, testing, and documentation will be the responsibility of CUSD. CUSD is to remain responsible for all aspects of fire alarms and fire suppression.

4. Custodial Care, Routine Maintenance, and Repairs

a. CUSD is responsible for all repairs and routine maintenance on the Cunha Gym.
b. BGCC is responsible for routine maintenance on the Soccer Complex and the Event Center.
c. BGCC will be responsible for minor repairs (with a general guideline being costs less than $2,500) to the Soccer Complex and the Event Center.
d. When major repairs (i.e., costs more than $2,500) are needed for repairs to either the Soccer Complex or the Event Center, the Executive Director of BGCC and the Superintendent of CUSD will designate staff to meet and collaborate on a viable approach to facilitate the work and schedule the payment for costs of such work.
e. CUSD pays all utilities (including electrical, water, internet, and security) for all facilities listed in Section 2.
f. CUSD pays for custodial supplies for upkeep of said facilities.
g. BGCC will pay for all costs related to the outdoor toilet (i.e., Port-a-Potty) at the Soccer Complex.
h. CUSD will schedule and pay custodial staff for work done on school days.
i. BGCC will schedule and pay custodial staff for weekends during the school year and out-of-school time, including summer vacations and school holidays.
j. BGCC will pay all custodial costs for restrooms near the Soccer Complex with the understanding that these restrooms are locked during the regular school day and are not to be used by Cunha students during the regular school day.
k. The exception to the framework outlined in Items 4h, 4i, and 4j is when these facilities are being used for District purposes (e.g., high school basketball games) on non-school days or during non-school hours. In these cases, the District will schedule and pay for custodial staff.
l. It is understood that BGCC does not employ union-represented employees who nonetheless may require access to these facilities.

5. Usage and Scheduling

a. Scheduling will be done using CUSD's Civic Permits software.
b. CUSD will host and maintain the license for the Civic Permits software.
c. CUSD will provide the required staff to manage the Civic Permits software.
d. From 8 AM to 3 PM on school days, the facilities are exclusively for school use, with the exception of the one tennis court currently designated for public use.

e. BGCC will approve all usage of these facilities outside of school hours. If BGCC and CUSD do not both approve a permit request, the use will not be allowed.
f. Rental fees will be determined by the CUSD Facility Use Fee Schedule. This schedule will be reviewed by both parties annually and updated as necessary.
g. In the instance where a fee waiver has been requested of these facilities, BGCC must approve of such before it is granted.
h. CUSD will be responsible for invoicing for permit usage. All fees for permitted uses will be collected by CUSD in advance of use.
i. Monthly, CUSD will provide BGCC a report that will include a summary of facility rentals.
j. Fees that are collected from permitted uses will be shared between BGCC and CUSD as such:

    i. CUSD will retain monies needed to cover any personnel expenditures directly related to that specific rental event (i.e., custodial staff time). These expenses will be reviewed and discussed with BGCC in advance of the rental.
    ii. CUSD will donate all remaining income of these facility rentals to BGCC for expenses incurred in operating Cunha Intermediate School after-school athletics program up to $100,000 in a given CUSD fiscal year.
    iii. If, in any given CUSD fiscal year, fees collected from permitted uses exceed $100,000 (the estimated current cost of the Cunha after-school athletics program), the amounts in excess of $100,000 will be shared in a ratio of 25% to CUSD and 75% to BGCC representing their respective contributions to the original building costs of the Event Center.

k. BGCC will establish a protocol for checking use permits and take responsibility for checking such permits to protect the interests of both BGCC and CUSD. This does not preclude CUSD's work to also check and enforce facility permits.
l. BGCC will propose to CUSD how to handle violations of permit usage.
m. CUSD understands BGCC may consign the Kitchen in the Event Center and/or the Snack Shack on the Soccer Complex to a third party to operate a food or beverage service as long as all jurisdictional regulations are honored.

6. Dispute Resolution

a. Annually, BGCC and CUSD will each assign a representative to monitor this MOU and its amendments. In the spirit of partnership, these representatives will work together to try to resolve any disputes in good faith and in a timely manner.
b. If a dispute cannot be resolved after consultation between the parties, BGCC and CUSD representatives may work to consult with a neutral third party for resolution and otherwise will meet to amend this agreement as necessary before presenting amendments to the MOU to the governing boards of both parties.

This amendment to the agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and governs until it is amended. The Parties can renegotiate this MOU and its amendments upon written request from either party or by mutual consent.

It is understood by both parties that if, at a future date, these terms (known as Amendment 1) are cancelled, the original MOU of March 2017 still stands.

ACCEPTED AND AGREED

CABRILLO UNIFIED SCHOOL DISTRICT

BY: _____ DATED: _____
Kimberly Hines, Board President

BY: _____ DATED: _____
Sean McPhetridge, Superintendent

BOYS AND GIRLS CLUB OF THE COASTSIDE

BY: _____ DATED: _____
Virginia Perry, Board President

BY: _____ DATED: _____
Jill Jacobson, Executive Director

COMPACT BETWEEN CABRILLO UNIFIED SCHOOL DISTRICT AND BOYS AND GIRLS CLUB OF THE COASTSIDE TO PRESERVE CUNHA INTERMEDIATE SCHOOL AFTER-SCHOOL SPORTS

WHEREAS, Boys and Girls Club of the Coastside and Cabrillo Unified School District have a strong and continuing partnership with a mutual intent to benefit the youth of the Coastside; and

WHEREAS, through this partnership Boys and Girls of the Coastside and Cabrillo Unified School District have collaborated over time to build and maintain facilities on Cabrillo Unified School District properties, including the Event Center and the Cunha Soccer Complex; and

WHEREAS, Cabrillo Unified School District has been forced to make significant budget reductions and cut district funding for after-school athletics at Cunha Intermediate School; and

WHEREAS, Boys and Girls of the Coastside already support students at Cunha Intermediate School with academic tutoring and enrichment opportunities; and

WHEREAS, Boys and Girls of the Coastside already supports athletic programs on the Coastside including Half Moon Bay Soccer Club, Coastside Basketball, and Half Moon Bay Surf Club; and

WHEREAS, Boys and Girls of the Coastside and Cabrillo Unified School District are mutually interested in and concerned with the physical well-being of young people in our district; and

WHEREAS, governing bodies of each of the above named parties are agreed that after-school athletics are important for the development of good citizenship and for promoting and preserving the health and general welfare of young people, and the parties hereto feel that this agreement should be entered into for the purpose of carrying out after-school athletics program under the provisions of Section 10900 et. seq. of the Education Code of the State of California and any amendments thereto or otherwise;

NOW, THEREFORE, it is hereby mutually agreed between Cabrillo Unified School District (hereinafter designated as CUSD) and Boys and Girls Club of the Coastside (hereinafter designated as BGCC) that:

I.

BGCC will coordinate the entire after-school sports program at Cunha Intermediate School beginning with the 2020-2021 school year.

II.

BGCC agrees to take financial responsibility for costs associated with the Cunha Intermediate School after-school sports program.

III.

CUSD acknowledges that BGCC will collaborate with partners and parents to fundraise to cover these costs.

IV.

BGCC will make all operational decisions about the after-school sports program including, but not limited to, who to employ and how those employees will be compensated; what sports will be offered; and how much will be charged for participation costs.

V.

BGCC is committed to maintain a program that allows all students to participate regardless of ability to pay. If BGCC does charge fees for the Cunha after-school sports program, BGCC will make "reduced rate" and "no fee" options available to families based on need.

VI.

BGCC agrees to provide adequate qualified personnel to supervise the after-school sports programs which take place after school hours and during holiday and vacation periods. In the employment of personnel for these roles, BGCC will give first consideration to school employees providing they are qualified and available for such work. If CUSD employees are hired by BGCC, such person(s) shall be considered the employee or independent contractor of BGCC for all purposes of this Agreement while so employed. When qualified people are not available from the school system, BGCC shall have the right to hire persons outside the school system. It is understood that if BGCC hires CUSD employees outside of school hours, these roles will be outside their union contract with CUSD and will not be governed by contract rules.

VII.

BGCC will collaborate with Cunha's Principal, Assistant Principal, and Boosters to brand the after-school sports program in a way that is mutually acceptable to both the school and BGCC.

VIII.

BGCC will collaborate with Cunha school leadership to provide a developmentally appropriate experience for students a Cunha.

IX.

It is further agreed that, in the event any dispute or difference arises as a result of the operation of the Cunha after-school sports program, said dispute shall be assigned to BGCC and CUSD representatives to monitor adherence to this MOU and its amendments. These representatives will work together to resolve any disputes in good faith and in a timely manner. If a dispute cannot be resolved after consultation between the parties, BGCC and CUSD representatives may work to consult with a neutral third party for resolution and otherwise will meet to amend this agreement as necessary before presenting amendments to the governing boards of both parties.

X.

BGCC shall provide evidence satisfactory to CUSD that BGCC has casualty and liability insurance coverage for any such claims or causes of action, and that such insurance shall name CUSD as an Additional Insured.

XI.

While both parties understand that the Cunha after-school sports program may change in size and scope over the years, it is understood that BGCC will continue to coordinate such program until this agreement is terminated per item XII.

XII.

If at any future time BGCC feels unable to continue operating the Cunha after-school sports program, BGCC will notify CUSD in writing (120 days in advance) and agrees to finish the current school year to provide the optimal experience for students.

Notice will be directed to the following:

Superintendent
CUSD
498 Kelly Avenue, Half Moon Bay, CA 94019

Principal
Cunha Intermediate School
600 Church Street, Half Moon Bay, CA 94019

XIII.

While BGCC and CUSD are operating using several distinct agreements, each of the agreements stands separately from the others and is not contingent about the others. Both this agreement and others have been drafted jointly by BGCC and CUSD representatives, and both parties now aim to collaborate going forward to enact these agreements in good faith and active partnership.

ACCEPTED AND AGREED

CABRILLO UNIFIED SCHOOL DISTRICT

BY: _____ DATED: _____
Kimberly Hines, Board President

BY: _____ DATED: _____
Sean McPhetridge, Superintendent

BOYS AND GIRLS CLUB OF THE COASTSIDE

BY: _____ DATED: _____
Virginia Perry, Board President

BY: _____ DATED: _____
Jill Jacobson, Executive Director

MEMORANDUM OF UNDERSTANDING
BETWEEN CABRILLO UNIFIED SCHOOL DISTRICT
AND BOYS & GIRLS CLUB OF THE COASTSIDE

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Cabrillo Unified School District (hereinafter referred to as "CUSD") and the Boys & Girls Club of the Coastside (hereinafter referred to as "BGCC"), collectively referred to as "Parties". Parties shall include any successor organizations of BGCC and CUSD.

2. Purpose. The purpose of this MOU is to memorialize the understanding and agreement of the Parties for the usage by BGCC of the new gymnasium located at 530 Kelly Avenue, Half Moon Bay, CA 94019. This facility was recently completed at a total cost of $11.5 million of which $8.5 million was funded by BGCC.

3. Usage. The Parties understand and agree that in recognition of the substantial financial investment made by BGCC to develop and construct the gymnasium, BGCC shall have rights to use the gymnasium, as specified herein, for the duration of the gymnasium's useful life. The Parties agree that BGCC will be entitled to its specified usage of the gymnasium at any and all times other than during the academic school year during which CUSD will have exclusive usage of the entire gymnasium for the duration of any academic school day (as set forth on the published academic calendar when students attend classes but not including staff development and teacher workdays). The academic school day typically ends at 3:00 P.M or earlier in the event of a shorter or minimum day. Except for the times stated above, BGCC will have the exclusive usage of one-half the gymnasium and CUSD shall retain its exclusive usage of the other half. In the event CUSD requests the entire facility outside the academic school day, CUSD will secure for BGCC the simultaneous usage of the existing Cunha gymnasium for the first 3 hours after the academic school day and thereafter, secure for BGCC any in-like CUSD facility

4. Cost. The Parties agree that BGCC's usage of the gymnasium as set forth herein will be at no cost to BGCC. However, if BGCC's usage on holidays and weekends requires CUSD to incur additional custodial costs, these costs will be billed to BGCC with no added mark-up.

5. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and extends through the useful life of the gymnasium building. The Parties can agree to renegotiate this MOU upon written request by either party to the other or by mutual consent.

6. Responsibilities of ~~[agencies]~~ Parties. This facility is a CUSD owned and operated facility and is subject to all related board policies. However, BGCC will only be required to complete a Facilities Request for Use form in the event BGCC requests

gymnasium usage beyond what is set forth in this agreement. BGCC hereby acknowledges its responsibility for any property damage caused by its activities.

7. General Provisions

A. Amendments. Any changes, modifications, revisions or amendments to this MOU must be mutually agreed upon by the Parties and shall be incorporated in writing, and effective when executed and signed by all Parties.

B. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

C. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU.

8. Signatures. In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Cabrillo Unified School District

[redacted] 3/21/17

Jane Fuster, Superintendent Date

Boys & Girls Club of the Coastside

[redacted] 3/21/17

[Name and Title] Date

[redacted] 3/21/17

[Name and Title] Date

CABRILLO UNIFIED SCHOOL DISTRICT

498 Kelly Avenue, Half Moon Bay, California, 94019 • 650 712-7100 • Fax 650 726-0279 • www.cabrillo.k12.ca.us

SUPERINTENDENT
Sean McPhetridge, Ed.D.

GOVERNING BOARD
Mary Beth Alexander
Lizet Cortes
Kimberly Hines
Sophia Layne
Freya McCamant

MEMORANDUM

MEETING DATE: April 16, 2020
TO: Members of the Governing Board
FROM: Sean McPhetridge, Ed.D., Superintendent
CATEGORY: Action
RECOMMENDATION: Adopt Resolution No. 11-20, Designating a Certain Public Works as an Essential Governmental Function

BACKGROUND INFORMATION

On March 31, 2020, the County of San Mateo issued Order No. 19-5b (Revised) of the Health Officer of the County of San Mateo directing all individuals living in the County to continue sheltering at their place of residence, exempting "Essential Governmental Functions" which include specific types of construction as determined by the governmental entity performing those functions. In this case, Cabrillo Unified School District is the governmental entity that can determine if certain construction projects are deemed essential.

REPORT/PROPOSAL

Staff recommend approval of this Resolution No. 11-20 in order for CUSD to officially designate the construction at Hatch Elementary School as essential to the timely completion of this Blach Construction project in order to lessen the impact on students and staff at Hatch Elementary School and to facilitate completion of the project.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

RESOLUTION NO. 11-20
BEFORE THE GOVERNING BOARD
OF THE CABRILLO UNIFIED SCHOOL DISTRICT
SAN MATEO COUNTY, CALIFORNIA

SPECIFICALLY DESIGNATING A CERTAIN PUBLIC WORKS PROJECT AS AN ESSENTIAL GOVERNMENTAL FUNCTION

WHEREAS, on March 31, 2020, the County of Santa Mateo ("County") issued ORDER No. 19-5b (REVISED) OF THE HEALTH OFFICER OF THE COUNTY OF SAN MATEO ("Order"), directing all individuals living in the County to continue sheltering at their place of residence, except as provided in the Order; and

WHEREAS, section 2 of the Order states that the intent of the Order is "to ensure that the maximum number of people shelter in their places of residence to the maximum extent feasible to slow the spread of COVID-19 and mitigate the impact on delivery of critical healthcare services to those in need"; and

WHEREAS, section 13.d of the Order contains an exemption for Essential Governmental Functions, which provides, among other things, that "nothing in this Order shall prohibit any individual from performing or accessing 'Essential Governmental Functions,' as determined by the governmental entity performing those functions in the County"; and

WHEREAS, section 13.f of the Order contains an exemption for "Essential Businesses," which includes, among other things, specific types of construction, including public works projects if specifically designated as an Essential Governmental Function by the lead governmental agency"; and

WHEREAS, section 13.f of the Order also defines "Essential Businesses," to include "Educational institutions – including public and private K-12 schools… – for purposes of facilitating distance learning or performing essential functions"; and

WHEREAS, the California Constitution espouses the essential nature of education, stating, "A general diffusion of knowledge and intelligence being essential to the preservation of the rights and liberties of the people, the Legislature shall encourage by all suitable means the promotion of intellectual, scientific, moral, and agricultural improvement." (Cal. Const. Art IX, § 1.); and

WHEREAS, the California Constitution contemplates education as a governmental function, with school districts as a public agency authorized to maintain schools within the Public School System, inclusive of kindergarten schools, elementary schools, and secondary schools (Cal. Const., art. IX, §§ 6, 14); and

WHEREAS, pursuant to state constitutional authority, the Legislature codified school districts as local educational agencies (Educational Code, §§ 35010 et seq.); and

WHEREAS, the California Constitution underscores the import of ongoing public education operations, stating, "The Legislature shall provide for a system of common schools by which a free school shall be kept up and supported in each district at least six months in every year, after the first year in which a school has been established." (Cal. Const., Art. IX, § 5.); and

WHEREAS, the Education Code provides for school districts to be under the control of a board of trustees or a board of education (Ed. Code, § 35010); and

WHEREAS, Governor Newsom's Executive Order N-26-20, issued on March 13, 2020, noted that: "schools are critical to the daily lives of many Californians"; and

WHEREAS, the Order acknowledges educational institutions, including public k-12 schools, colleges, and universities perform "essential functions" (Order, section 13.f.xv.); and

WHEREAS, Cabrillo Unified School District ("District") is the lead governing agency of the following public works project at the following location (referred to as "Project"):

Project:	Site Address:
Hatch Elementary School Construction	490 Miramontes Ave, Half Moon Bay, CA 94019

WHEREAS, among other day-to-day and instructional Essential Governmental Function performed by the District, the above-listed Project is also an Essential Governmental Function of the District including, but not limited to, the following reasons:

(a) Education, including public education, is essential to the preservation of the rights and liberties of the people (Cal. Const. Art IX, §§ 1, 5, 6, 14.);

(b) The District is authorized by the State Constitution and Legislature as a governmental agency whose purpose and mission includes provision of public education, an essential function (*Id*., *see also* Education Code §§ 35010 *et seq.*);

(c) Timely completion of the Project is required to ensure continued operations, including provision of the District's educational program, without impact to students; and,

(d) Timely completion of the Project is required for the provision of the District's educational programs in safe, accessible, and structurally sound facilities, and to support student health and safety.

WHEREAS, as Essential Governmental Functions, the Project may continue in compliance with the Order including, without limitation, compliance with Social Distancing Requirements to the greatest extent feasible;

NOW, THEREFORE, the Board of Trustees ("Governing Board") of the Cabrillo Unified School District hereby finds, determines, declares, orders, and resolves as follows:

Section 1. The foregoing recitals are true.

Section 2. The Governing Board acknowledges that facilitation of distance learning and performance of other essential functions are considered an "Essential Business" function for purposes of the Order and that its employees and contractors engaged in such efforts should continue providing and carrying out work as an Essential Governmental Function.

Section 3. The Governing Board specifically designates the foregoing Project as Essential Governmental Functions.

Section 4. The Governing Board determines that the employees and contractors engaged in work on the Projects should continue providing and carrying out work as an Essential Governmental Function.

Section 5. The District's Superintendent, or designee, is authorized to take all steps and perform all actions 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 on the 16th day of April, 2020, by the following vote:

Mary Beth Alexander:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Lizet Cortes:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Kimberly Hines:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Sophia Layne:	_____	Aye	_____	No	_____	Abstain	_____ Absent
Freya McCamant:	_____	Aye	_____	No	_____	Abstain	_____ Absent

Certified by:

_____
Mary Beth Alexander
Clerk to the Governing Board
Cabrillo Unified School District

Attest by:

_____
Sean McPhetridge, Ed.D.
Secretary to the Governing Board
Cabrillo Unified School District