

**VALLECITO UNION SCHOOL DISTRICT**  
In-Person Vallecito Governing Board Meeting  
AGENDA

**Avery Middle School Library**  
4545 Moran Road, Avery, CA  
**April 20, 2022**

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**4:00 – 4:05 p.m.- Regular meeting call to order** *(for the purposes of opening the meeting and accepting public comments on closed session items only)*

*Google Meet joining info*

*Video call link: <https://meet.google.com/rpx-sumz-bke>*

*Or dial: (US) +1 414-909-5596 PIN: 555 459 475#*

**4:05 - 5:30 p.m. – Closed Session**

**5:30 p.m. Public Session** *(time is approximate - open session agenda items and public comment)*

*Google Meet joining info*

*Video call link: <https://meet.google.com/rpx-sumz-bke>*

*Or dial: (US) +1 414-909-5596 PIN: 555 459 475#*

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**I. PUBLIC SESSION CALLED TO ORDER**

**II. ESTABLISHMENT OF QUORUM**

**III. APPROVAL OF AGENDA** - *Action to add or delete items from any portion of the agenda or to discuss any consent agenda items must be taken prior to adoption of the agenda.*

**Motion:**

**Second:**

**Vote:**

**IV. PUBLIC COMMENT ON ANY ITEM ON THE CLOSED SESSION AGENDA**

**V. CLOSED SESSION**

ADMINISTRATION

Public Employee Performance Evaluation – Superintendent

PERSONNEL

Public Employee Appointment

Speech Therapist position

Track & Field Coach positions

Food Service Positions

Public Employee Discipline / Dismissal / Release

CONFERENCE WITH LABOR NEGOTIATOR – SUPERINTENDENT TOM HOSKINS

Vallecito Teachers' Association

California School Educators' Association – Chapter 748

Unrepresented Groups

**VI. OPEN PUBLIC SESSION**

Pledge of Allegiance

Board Report of action, if any, taken during closed session

**VII. RESOLUTION # 21-22-20 – AB 361 -EXTENSION OF TELECONFERENCE FLEXIBILITY DURING PROCLAIMED STATE OF EMERGENCY (Government Code section 54953(e)(3)**

The board will consider extending the time period for teleconferencing without complying with the usual requirements of Government Code section 54953(b)(3) by reconsidering the circumstances of the state of emergency and making a finding that the state of emergency continues to directly impact the ability of the members to meet safely in person, or that state or local officials continue to impose or recommend measures to promote social distancing. This resolution provides further clarification and transparency regarding this action. Page 1

**Motion:            Second:            Roll Call Vote:**

**VIII. RESOLUTION # 21-22-19 – BOARD VACANCY RESOLUTION: PROVISIONAL APPOINTMENT**

We have a vacancy resulting in the resignation of Tom Pratt on March 17, 2022. The district is authorized to make a provisional appointment to fill this vacancy and has advertised for candidate applications. Page 3

**Motion:            Second:            Roll Call Vote:**

**IX. BOARD MEMBER INTERVIEWS – *Tom Hoskins, Secretary to the Governing Board, will facilitate the Provisional Appointment process***

Governing Board’s consideration and possible appointment of an individual from a group of individuals who submitted applications for the Provisional Appointment to the Governing Board pursuant to Education Code section 5091. The person selected as the Provisional Appointee shall serve until the first Friday in December of 2022, unless a Special Election is called for pursuant to Education Code section 5091, subdivision (c)(1), following notice to the public of the Provisional Appointment. Page 5

**Motion:            Second:            Roll Call Vote:**

1. Elect a Board Clerk from its members.

**Nomination:                                  Second:                                  Roll Call Vote:**

2. Designate Board Committee Representatives -Page 12

**Motion:                                  Second:                                  Roll Call Vote:**

**X. PRESENTATIONS / DISCUSSION**

- A. Mark Farrell, Financial Advisor with Dale Scott & Company will present a report on the Sale of the 2018 Series A Bonds
- B. Presentation regarding an electronic marquee at Hazel Fischer Elementary from Principal Ray Fausel
- C. Curriculum & Instruction (C&I) presentation

**XI. PUBLIC COMMENT**

*Up to fifteen minutes of this portion of the meeting are reserved for members of the public to address the Board on items not listed on the agenda and within the jurisdiction of the School Board. Speakers are limited to 3 minutes. The Governing Board is prohibited by Brown Act from considering items or taking action on matters not listed on the agenda.*

**XII. ANNOUNCEMENTS, REPORTS AND COMMUNICATIONS**

**AMS Student Representative -**

**VTA Representative –**

**CSEA Representative –**

**Management -**

**Board Members –**

**Superintendent –**



*Government Code Section 54954.3 provides that the public will have an opportunity to address the Board on any item described on a regular or special meeting either before or during the consideration of that item. The Board reserves the right to limit the time of presentation by individual and cumulative (BB 9323)*

### **XIII. OPEN SESSION**

#### **A. CONSENT AGENDA**

All matters listed under Consent Agenda are considered to be routine and all will be enacted by one motion and voice vote. There will be no separate discussion of these items unless the Governing Board requests items to be removed from the Consent Agenda for separate action. Any items will be considered after the motion to approve the Consent Agenda.

A.1 Warrants -Page 13

A.2 2/16/22 and 3/9/22 Regular meeting minutes -Page 18

A.3 2/23/22 and 3/2/22 Special meeting minutes -Page 25

A.4 Quarterly Williams Uniform Complaint Report for Jan – Mar 2022 -Page 27

A.5 Resolution # 21-22-16 – Establishing a Fund 51 for the Vallecito Union School District 2018 Bond Series A -Page 28

A.6 Resolution # 21-22-18 – Proclamation Declaring April 2022 as “Be the One” Month in Calaveras County -Page 29

A.7 Resolution # 21-22-21 - National Teacher Appreciation Week -Page 30

A.8 Resolution # 21-22-22 – Classified School Employees’ Week -Page 31

A.9 Accept the following community donations / shares / rebates:

- \$100 from Kristin & Chris Walker to the AME Library

**Motion:            Second:            Roll Call Vote:**

A.10 Discussion / action on items removed from the Consent Agenda

**Motion:            Second:            Roll Call Vote:**

### **XIV. GENERAL BUSINESS / FINANCE**

A. Declaration of Need for Fully Qualified Educators – Compliance with the California Commission on Teacher Credentialing requirement to submit an annual Declaration of Need to continue employment of staff that are not fully credentialed for the 2022 – 2023 school year. Page 32

**Motion:            Second:            Roll Call Vote:**

B. Summary Statement for resolution and attached documents -Page 35

Resolution # 21-22-23 – Resolution of the Governing Board of the Vallecito Union School District authorizing the issuance and sale of not to exceed \$11,000,000 aggregate principal amount of bonds of Vallecito Union School District by negotiated sale, prescribing the terms of sale, approving the form of and authorizing the execution and delivery of an escrow agreement, a bond purchase agreement and a continuing disclosure certificate, approving the form of an official statement for the bonds, and authorizing the execution of necessary documents and certificates and related actions. Page 37

- Bond Purchase Agreement – Page 66
- Escrow Agreement – Page 88
- Continuing Disclosure Certificate – Page 99
- Preliminary Official Statement – Page 107

**Motion:            Second:            Roll Call Vote:**

C. Approval of Second Interim Financial Report for Fiscal Year 2021-22 (Separate Packet)

**Motion:            Second:            Roll Call Vote:**

D. Request for approval of the following repair bids:

- Hankin Specialty Elevators for wheelchair lift replacement at AMS for \$ 32,379 – Page 194
- Interstate Truck Center for the engine replacement of bus # 10 - \$43,913.50 – Page 195

**Motion:            Second:            Roll Call Vote:**

XV. PERSONNEL

A. Board's consideration to appoint the following personnel assignments:

- TBA for Speech Therapist position, effective the 2022 – 23 school year
- Katherine Flagg as a 7 hr./day Cook Site Manager at HFE, position # 217
- Patricia Sugar as a 2 hr./day School Clerk at AMS, position # 77, effective May 2, 2022
- Patricia Sugar as a 4 hr./day Food Service Worker at AMS, position # 183, effective May 2, 2022
- Tiffany Burnett as a 4 hr./day Food Service Worker at AME, position # 216

**Motion:            Second:            Roll Call Vote:**

B. Certificated extra duty assignments:

- AMS Track and Field coaching positions
  - Ali Heermance for 6<sup>th</sup> grade
  - Amy Hessels for 7<sup>th</sup> grade
  - Buffy Henrickson for 8<sup>th</sup> grade

**Motion:            Second:            Roll Call Vote:**

XVI. POLICY REVISION / ADOPTION

A. 2<sup>nd</sup> Reading – possible adoption of revised board policy and administrative regulation: - Page 197

- BP/AR 6112 – School Day
- BP/AR 6143 – Courses of Study
- BP/AR 6158 – Independent Study

**Motion:            Second:            Roll Call Vote:**

- B. 1<sup>st</sup> Reading – CSBA recommended revisions to board policy and administrative regulations: - Page 251  
**Board Policy 6170.1** - Transitional Kindergarten Policy updated to reflect NEW LAW (AB 130, 2021) which (1) gradually revises the timespans for mandatory transitional kindergarten (TK) admittance such that, by the 2025-26 school year, children who turn four by September 1 will be eligible for TK, (2) establishes the California Prekindergarten Planning and Implementation Grant Program as an early learning initiative with the goal of expanding access to classroom based prekindergarten programs at districts, including but not limited to TK programs, and which requires districts to develop a plan for how all children in the attendance area of the district will have access to full day learning programs the year before kindergarten, (3) establishes the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program to provide one-time grants to school districts to construct new school facilities or retrofit existing school facilities including for the purpose of providing TK classrooms, (4) prohibits TK eligibility from impacting family eligibility for a preschool or childcare program, and (5) requires districts to maintain an average TK class enrollment of not more than 24 students for each school site and which, commencing with the 2022–23 school year, requires districts to maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2023-24 school year. Policy also updated to reflect requirements for programs that commingle preschool age and TK students.

**Board Bylaw 9320 - Meetings and Notices Bylaw updated to clarify that it is discussion among themselves, via technology, of a majority of the governing board regarding an item within the subject matter jurisdiction of the board that can result in a violation of the Brown Act, and that agenda materials are required to be made available for public inspection at the time the materials are distributed to all or a majority of the board when agenda materials relating to an open session of a regular meeting are distributed to the board less than 72 hours before the meeting. Bylaw also updated to add a new section "Teleconferencing During a Proclaimed State of Emergency" which reflects NEW LAW (AB 361, 2021) that (1) authorizes boards, until January 1, 2024, to conduct board meetings by teleconference, as specified, without meeting certain requirements otherwise required of teleconference meetings when holding a board meeting during a proclaimed state of emergency when state or local officials have imposed or recommend measures to promote social distancing; to determine whether, as a result of an emergency, meeting in person would present imminent risks to the health or safety of attendees; or when it has been determined, as a result of an emergency, that meeting in person would present imminent risks to the health or safety of attendees, (2) includes that the district may, in its discretion, provide a physical location from which the public may attend or comment and, (3) provides that the board may continue to conduct meetings by teleconference during proclaimed states of emergency by a majority vote finding within 30 days after teleconferencing for the first time and every 30 days thereafter that either the state of emergency continues to directly impact the ability of the board to meet safely in person or that state or local officials continue to impose or recommend measures to promote social distancing.**

## **XVII. ADVANCED PLANNING**

Next Board meeting – May 11, 2022 – Location TBD

### **Items for agenda -**

- Personnel
- Policy
- Resolutions
- LCAP Review

## **XVIII. ADJOURNMENT**

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary Cheryl Boyd at 209-795-8503 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 4545 B Moran Road, Avery, CA during normal business hours. In addition, such writings and documents may be posted on the district's website at: [www.vallecitok12.com](http://www.vallecitok12.com)

**VALLECITO SCHOOL DISTRICT  
RESOLUTION # 21-22-20**

**AUTHORIZING USE OF REMOTE  
TELECONFERENCING PROVISIONS (AB 361)**

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

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

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

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

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

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

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

**WHEREAS**, the Governing Board hereby finds that the state and local emergencies have caused and will continue to cause imminent risks to the health or safety of attendees; and

**WHEREAS**, on April 20, 2022, the Governing Board took action to use teleconferencing to conduct its meeting under AB 361; and

**WHEREAS**, in the interest of transparency, the Governing Board has an interest in adopting a formal resolution concerning its decision to allow its meetings to take place via teleconference under AB 361.

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

**BE IT FURTHER RESOLVED**, that the Governing Board has determined that given the state of emergency, holding in-person meetings would present imminent risks to the health or safety of attendees for the next thirty days while staff prepares for members of the public to return in-person.

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

**BE IT FURTHER RESOLVED**, the Governing Board authorizes the Superintendent or his designee(s) to take all actions necessary to conduct Governing Board meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from April 20, 2022, the date the Board initially took action under AB 361 to move to teleconferencing, after which the Governing Board will reconsider the circumstances of the state of emergency.

**BE IT FURTHER RESOLVED**, if the Governing Board does not make findings consistent with Government Code 54953(e)(3) within a period of thirty (30) days from April 20, 2022, the Governing Board meetings will be conducted in-person, including members of the public. All state and local health guidelines, including masking mandates will be strictly enforced.

**PASSED AND ADOPTED** by the Vallecito School District Governing Board on this 20th day of April 2022, by the following vote:

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

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Clerk of the Board  
Vallecito Governing Board  
Calaveras County, California

**RESOLUTION REGARDING VACANCY**

**BEFORE THE GOVERNING BOARD  
OF THE VALLECITO UNION SCHOOL DISTRICT  
CALAVERAS COUNTY, CALIFORNIA**

Resolution No. 21-22-19

Resolution Appointing a Board Member )  
 )  
 ) **BOARD VACANCY RESOLUTION:  
PROVISIONAL APPOINTMENT**

WHEREAS, Education Code section 5090 provides that vacancies on school district governing boards are caused by any of the events specified in Government Code section 1770;

WHEREAS, Government Code section 1770(c) provides that an office becomes vacant when a board member resigns;

WHEREAS, Education Code section 5091 provides that when a vacancy occurs on the governing board in a school district, the governing board of the district shall, within sixty (60) days of the vacancy or filing of a deferred resignation, either order an election or make a provisional appointment to fill the vacancy; and

WHEREAS, Board Member Tom Pratt resigned, resulting in a vacancy on the Board as of March 17, 2022.

IT IS THEREFORE RESOLVED that the Board shall take all necessary steps to make a provisional appointment to fill Mr. Pratt's position on the Board within the sixty (60) days from March 17, 2022, as required by Education Code section 5091;

BE IT FURTHER RESOLVED that applicants will be required to fill out and return by 4:00 pm on April 8, 2022, the attached "Application to Fill Governing Board Vacancy";

BE IT FURTHER RESOLVED that the District Superintendent will notify the Calaveras County Superintendent of Schools of the Board's action on this matter by forwarding to him/her an executed copy of this Resolution;

BE IT FURTHER RESOLVED that, following this Board's appointment of a provisional appointee, the District Superintendent is authorized to publish the notice required by Education Code section 5092;

BE IT FURTHER RESOLVED that the Superintendent or her designee is authorized to take any further action necessary to carry out the intent of this Resolution; and

BE IT FURTHER RESOLVED that the Superintendent or his/her designee shall circulate and post the attached "Notice of Call for Applications" and prepare and distribute to those individuals interested copies of the attached "Application to Fill Governing Board Vacancy."

The foregoing Resolution was adopted by the Governing Board of the Vallecito Union School District on the 20th day of April 2022 by the following vote:

AYES:

NOES:

ABSENT:

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Mark Dyken, President of Governing Board  
Vallecito Union School District  
Calaveras County, California

I, \_\_\_\_\_, the Clerk to the Governing Board of the Vallecito Union School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its meeting held on April 20, 2022.

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Clerk of Governing Board  
Vallecito Union School District  
Calaveras County, California

Dear VUSD Board Member Applicant,

Congratulations, we have verified your eligibility and look forward to inviting you to the board member interviews that will be in-person at the Avery Middle School Library beginning at 5:30pm. The information below is intended to describe the process for these interviews and help you prepare. Please take time to review the information and if you have any questions, feel free to contact the District office at 209-795-8500 and ask for either Cheryl Boyd or Tom Hoskins. We wish you the best and appreciate your interest in serving on the Vallecito Union School Board.

**Date for Interviews:**

April 20, 2022 (Wednesday)

**Time:**

5:30pm (after the opening of the public session of the board meeting)

**Meeting Location:**

Avery Middle School - Library

**Applicants:**

There are 2 applicants that will be interviewing for 1 board vacancy. Both applicants have previously been interviewed by the Governing Board. Since both applicants have previously answered multiple interview questions, this meeting will not include pre-set questions. Instead, each applicant will have up to 10 minutes to present to the governing board any information they feel is important in consideration of the Governing Board making an appointment decision.

**Interview Process:**

- A. **Determine Order for Interviewees** - Once the meeting is opened to the public, there will be a random selection (pick names out of a hat) to determine the order that applicants will present. Positions 1<sup>st</sup> and 2<sup>nd</sup> presenter.
- B. **Presentation** - Each applicant will have an opportunity to present to the board during a 10-minute period. (The board will be strict on adhering to time limits for all applicants to ensure fairness and equity)
- C. **Follow Up Questions** – At the end of the presentations, the Governing Board Members will have the opportunity to ask follow up question to either/both applicants.
- D. **Deliberation and Appointment** – Upon completion of the interviews, the board will remain in open session and consider the responses of the applicants in determining who they want to make a motion to appoint. During this agenda item, the board will also ask if there is any public that wish to comment prior to making an appointment. At the conclusion of the discussion the board will make a motion, and take a vote to appoint one applicant for the board member vacancy.
- E. **Oath** – upon an applicant being appointed by the board, the new appointee will take the oath of office.
- F. **Meeting** – The newly appointed Board member will join the board for the remainder of the agenda items and have the opportunity to actively participate and vote on items. (It is recommended that each applicant fully review the agenda in anticipation of the outcome).

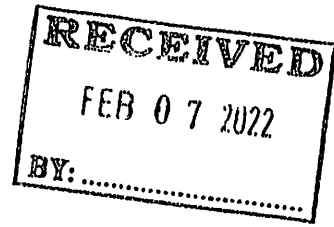
We hope this helps you better understand the format and process for these interviews. Again, we want to thank you for your interest and commitment to wanting to serve the students and families of the Vallecito School District. Please don't hesitate to contact us if you have any questions.

Sincerely,

Tom Hoskins, Superintendent

Vallecito Union School District





CANDIDATE INFORMATION SHEET
Vallecito Union School District

Please fill out and return this Candidate Information Sheet (2 pages), along with a brief letter of introduction by February 7, 2022 to Cheryl Boyd, or leave at the Superintendent's office.

Date: 1/05/2023

Pease, Jeffrey B.
(Last Name) (First Name) (Initial)

Business Address: [Redacted]

Home Address: [Redacted]

E-mail: [Redacted]

Occupation and Employer: Correctional Sergeant at California Department of Corrections and Rehabilitations
No. of Years Residing in District: 34

Do you have children in the District's schools? Yes X No
If yes, what schools? Albert Michelson Elementary

1. Do you have prior experience serving on a governing board, specifically a school district board? Please list such prior experience.

I haven't served on a governing board I have served on a committee within the Department of Corrections as a subject matter expert. I have also sat on and participated in Classification Committee's for inmates as a Staff assistant

2. Have you worked on any school committees or participated in any school activities recently? Please list them.

I was a coach for the Ebbets Pass Youth Soccer League last year.
I have attended every school function that Michelson has offered.
(My son made sure we didn't miss a single one)

3. Describe any other community or business activities in which you have participated. Describe your role, and whether your work was volunteer or employment related.

I was an active member of the Native Sons for 4 years and I am currently a member of the Angels Gun Club since 2002.

4. Why do you want to be a member of the Vallecito Union School District Governing Board ("Board")?

Once my son started Kindergarten this year I wanted to be involved. I started attending the board meetings to get an idea of the current and future situation at Vallecito Union School District. I attended VUSD from Kindergarten to 8th grade. My mother attended VUSD for the same amount of time and my Grandfather attended school at the old Murphy's School house. After attending some meetings there were things I liked (agreed) with and some things I did not. I believe if I feel there is something I think that should or could be done different I owe it to myself to be involved and help change it.

**Candidate Information Sheet -- Board Vacancy**

**Page Two**

5. **What do you see as the basic purpose of the public schools?**

Public school prepares students for college and the workforce, including preparing them for jobs that may not even exist yet due to rapidly changing technology. And to help children fulfill their diverse potentials.

6. **What is the role of the Board in the fulfillment of that purpose?**

By establishing direction and priorities for the school. They monitor and review school performance and report it to the staff, parents and students. They also develop, maintain and review curriculum for the school.

7. **How does the Board's role differ from that of the Superintendent?**

The Board establishes the direction and priorities of the school. The Superintendent makes sure the board is informed about district operations and activities, and about the district's needs. The Superintendent manages the day-to-day affairs properly and in conformity with board policies.

8. **What should be the relationship between the Board members and the administration in the handling of school concerns?**

A mutual trust that the administration will implement and enforce policies that the board puts in place and also to report back any problems or ideas to make VUSD better for the students and staff

9. **What do you see as the strengths of the Vallecito Union School District?**

I see that VUSD is a part of a very close community. I have single handedly seen this community come together to help others in need numerous times. I feel it is such a blessing that we are a smaller district so more attention can be placed on each individual student. They say it takes a village to raise a child and I feel fortunate to be a part of this "village."

10. **What do you see as the area(s) most needing improvement in the Vallecito Union School District?**

In these trying times I see a divide in our community. I hope to be a part of the board and help bring us back together. I think at times people feel unheard with their concerns. I want the help put forth the reputation that VUSD board is transparent and open to all of the members in the community. I truly feel that has been the Boards vision I want to help keep that progression.

Jodi G. Sledge

RECEIVED  
FEB 24 2022  
BY: .....

RECEIVED  
FEB 07 2022  
BY: .....

February 4, 2022

Vallecito Union School District  
P.O. Box 329  
Avery, CA 95224

Dear Vallecito Union School District,

I'm writing to you regarding the Vallecito Union School District Board vacancy I recently discovered through your website. As the prior Deputy City Clerk for the City of Sonora I have experience working for a governing board. Through my experience with the City of Sonora I have attended City Council meetings where I have assisted in assuring public governance procedures as well as assisted in the development and implementation of the Division's goals, objective, polices procedures and work standards. I believe my professional background working for the City of Sonora is perfect for the vacant board position.

Before working for the City of Sonora I've been raising my children while also working remotely from time to time in the mortgage lending business. I worked as both a Secretary to the Associate Warden and as a Case Records Technician for Sierra Conservation Center for over 4 and half years. These roles required me to be up to date on not only Departmental Policy but also California statutory requirements, as well as requiring the upmost confidentiality. Between these two positions, I've gained extensive knowledge about working for a public agency.

I'm confident that I have the work ethic, attention to detail, and problem solving skills necessary to fulfill the role of Vallecito Union School Board Member with the Vallecito Union School District. I look forward to discussing the details of the vacancy more with you. you can reach me by phone [redacted] email at [redacted]

Sincerely,

*Jodi G. Sledge*  
Jodi G. Sledge

February 4, 2022

Sledge, Jodi G

10000 Green Ranch Road ✓  
209-725-5472

Occupation and Employer: Homemaker

No. of years residing in District: 34 Years

Do you have children in the District's schools? Yes/ Hazel Fischer Elementary

Do you have prior experience serving on a governing board, specifically a school district board? Please list such prior experience.

As I do not have experience serving on a governing board, as the prior Deputy City Clerk for the City of Sonora I attended City Council meetings where I assisted in assuring public governance procedures. I assisted in the development and implementation of the Division's goals, objectives, polices procedures and work standards. Researched public records and provided information to the public and staff members concerning City Council actions, laws, ordinance, codes, procedures and projects. Assisted with the compilation of agenda items for City Council meetings; direct preparation and distribution of agenda packets; summarize and publish agenda information. Assisted in the development and preparation of the annual budget. As the Deputy City Clerk I attended City Council meetings, took minutes, managed zoom and reported out on City Clerk items. Provided support to Commission and Subcommittee, if assigned.

Have you worked on any school committees or participated in any school activities recently? Please list them.

No, due to Covid-19 and this being my youngest child's second year in school I was not able to participate in any school activities. Prior to Covid-19 my oldest daughter had just started school and I was home with my son. I am hopeful that I will be able to participate in future school activities and committees now that both my children are attending Hazel Fischer Elementary. I have been actively participating in school board meetings for the last year and a half.

Describe any other community or business activities in which you have participated. Describe your role, and whether your work was volunteer or employment related.

As a mother of two children I have participated in many local activities from soccer, dance, gymnastics and playdates. All of which I have first and foremost been my children's cheerleader as well as helped the coaches out whenever they needed. I have also set up trash clean up days around our local parks with my children and others. While working as the Deputy City Clerk I assisted in employee recognition day, where I helped with food preparation, set up and take down and employee certificates.

**Why do you want to be a member of the Vallecito Union School District Governing Board ("Board")?**

As a mother of two school age children in this district, I feel it is very important to be involved in decisions made for our children's education and well being. I understand the challenges that the board faces in these times of uncertainty and I believe with my experience I would be an asset to the board, as well as having the compassion and perspective of a mother.

**What do you see as the basic purpose of the public school?**

I believe the purpose of public school is to provide opportunities for kids to flourish. This means that students develop to become healthy, confident and graduate prepared to reach their highest potential. To allow our children to grow, learn and make mistakes. Communication and social skills are imperative for their future.

**What is the role of the Board in the fulfillment of that purpose?**

The boards role to fulfill that purpose is to set the policy that best supports our superintendent and staff and to ensure all students are flourishing and learning. To make sure our teachers and staff have all the tools they need to teach and support our children, and that our superintendent is not only providing support to our teachers and staff but the students. I feel it is important that board members visit the schools, sit in on classes, and speak to teachers and staff. Being a present board member allows you to know where your weaknesses are and your strengths.

**How does the Board's role differ from that of the Superintendent?**

The board's role is to represent the concerns of the citizens and parents to school administrators and represent the needs of the students and school district to the citizens and parents of the community. As an elected board it is their role to set the policy and the role of the superintendent to implement the policy. The superintendent's role is on a day-to-day basis as the chief executive who is responsible for implementing the policies and achieving the goals.

**What should be the relationship between the Board members and the administration in the handling of school concerns?**

I feel the relationship should be an open communication. Any concerns addressed by constituents need to be forwarded to and discussed with the superintendent. Although the board is not allowed to have private meetings as a collective body they can individually communicate with the administration regarding concerns. If the school concerns are beyond the superintendents ability to remedy solely, then the superintendent should always seek council from the school board and agendize any concerns that need to be discussed as a collective body publicly.

**What do you see as the strengths of the Vallecito Union School District?**

Vallecito Union School Districts strengths are, through the pandemic thus far our district has fought hard to keep our schools open for in-person learning. With ever changing guidelines to new variant outbreaks we have continued to keep our doors open and our children learning the safest way possible for students and teachers. These are unprecedented times and I feel our school district has done their best to navigate through it all.

**What do you see as the area(s) most needing improvement in the Vallecito Union School District?**

Transparency and communication. Although I am aware how guidelines change sometimes on a daily basis I feel having better communication with parents and the community would greatly benefit the relationship between the district and the community. It opens doors to the community to feel as their concerns are being heard. In these times of uncertainty we need to pull together as a community. Division and silence will always put a strain on districts relationship with the community and parents. We may not always see eye to eye but for a district to be as transparent and clear as possible will always make for better understanding.

# DESIGNATED BOARD COMMITTEE REPRESENTATIVES

Board Approval 12/15/21, *revision 4/20/22*

## Governance, Leadership and Culture of Excellence

### LCAP Plan (2)

~~Tom Pratt~~  
Sarah Wilson

### Special Ed Administrative Unit (SELPA)

~~Tom Pratt~~  
Mark Dyken

### Governance Committee (2)

#### Coordinates:

Annual Board Self Review  
Board Trainings  
Annual Supt. Evaluation  
Mark Dyken  
~~Sarah Wilson~~

### Negotiation Lead

~~Tom Pratt~~

## Curriculum and Instruction

### Curriculum and Instruction Council (C & I) / Technology

Susan Singleton

### Calendar

Susan Singleton

## Student Wellness

### Wellness / Prevention / Safety

Mark Dyken

## Community Relations

### Community Relations (2)

~~Tom Pratt~~  
Mark Dyken

### Rural School Boards Assoc. (2)

~~Tom Pratt~~  
Susan Singleton

## Meetings scheduled as needed

### Benefits Advisory

~~Tom Pratt~~

Checks Dated 03/02/2022 through 04/07/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
05069204	03/02/2022	AMAZON CAPITAL SERVICES, INC	01-4300	AME LIBRARY / MAKERSPACE ORDER	1,682.39	
				AME SP ED	27.85	
				AME SP ED SUPPLY ORDER	77.20	
				AMS WNTCK/MAKERSPACE ORDER	310.53	
				TECHNOLOGY	582.25	2,680.22
05069205	03/02/2022	AT&T	01-5930	Telephone Service		1,109.00
05069206	03/02/2022	California's Valued Trust	01-3402	HEALTH BENEFITS	2,440.54	
			01-3701	HEALTH BENEFITS	357.23	
			01-9553	HEALTH BENEFITS	73,096.51	75,894.28
05069207	03/02/2022	Commercial Appliance Service	13-5800	AME KITCHEN OVEN SERVICE CALL		1,551.02
05069208	03/02/2022	DAVID EDWARDE ADAMS DBA: D.E.A.R.S.	01-5800	SPECIAL CONTRACT SERVICES		258.75
05069209	03/02/2022	Gateway Press, Inc.	01-4300	Misc. Printing Supplies		61.13
05069210	03/02/2022	GOLDEN RULE SIGNS, LLC	01-6400	AMS LED SIGN		899.31
05069211	03/02/2022	MAIN STREET TECHNOLOGIES	01-5800	SERVER INFRASTRUCTURE UPGRADE (ESSER III)		14,369.61
05069212	03/02/2022	MCCOY TRUCK TIRE SERVICE	01-4300	Transportation		882.93
05069213	03/02/2022	Perma-bound	01-4300	AMS PERMA BOUND LIBRARY BOOK ORDER		2,217.86
13 05069214	03/02/2022	Proper Pruning Service	01-5800	AME DEAD TREE REMOVAL	2,200.00	
			14-5800	AME EXTEND A DAY TREE WORK	3,200.00	5,400.00
05069215	03/02/2022	RANDIK PAPER	01-4300	JANITORIAL SUPPLIES		728.67
05069216	03/02/2022	Cooper,Bill DBA:RonCooperGnEng	14-5800	AME BASKETBALL HOOP REINFORCEMENT		2,750.00
05069358	03/09/2022	KIM GRIFFITHS	01-5800	BARTON SERVICES FOR STEVEN SCHULTZ REIMBURSEMENT		350.00
05069359	03/09/2022	A-Z Bus Sales, Inc-Colton	01-4300	Transportation		269.36
05069360	03/09/2022	Calaveras County Office Of Ed	01-5800	2021-22 EXCESS COSTS THRU 01/31/22		33,893.01
05069361	03/09/2022	Calaveras Lumber, Inc	01-4300	Misc. Maintenance Supplies		48.07
05069362	03/09/2022	Ebbetts Pass Gas Service	01-4321	Gas & Propane Service	909.87	
			01-4322	Gas & Propane Service	1,804.46	
			01-5515	Gas & Propane Service	5,633.71	8,348.04
05069363	03/09/2022	Ebbetts Pass Lumber Co, Inc	01-4300	Misc. Maintenance Supplies		369.84
05069364	03/09/2022	Mark Twain Union School Dist.	01-5800	21/22 Bus Transportation Services		1,413.21
05069365	03/09/2022	Perma-bound	01-4300	HFE LIBRARY BOOK SUPPLY ORDER		1,336.73
05069366	03/09/2022	PG&E CFM/PPC Department	01-5500	Utility Service		3.99
05069367	03/09/2022	Pitney Bowes Purchase Power	01-5910	Postage & Supplies		182.30
05069368	03/09/2022	RED 8, LLC	01-4300	TECHNOLOGY SUPPLY ORDER		5,294.88
05069369	03/09/2022	Sysco Foods	13-4300	Food & Paper Goods	2,093.49	

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Checks Dated 03/02/2022 through 04/07/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
05069369	03/09/2022	Sysco Foods	13-4700	Food & Paper Goods	19,909.94	22,003.43
05069370	03/09/2022	TRACEY R. IMSLAND	01-5800	SPECIAL CONTRACT SERVICES		4,995.00
05069371	03/09/2022	Tuolumne JPA	01-9552	Worker's Compensation 2021-2022 (FINAL)		7,816.00
05069372	03/09/2022	Union Democrat (the)	01-5800	Ads for Publication		270.00
05069526	03/16/2022	FIRST Educational Resources	01-5200	SEL CONFERENCE REGISTRATION		300.00
05069527	03/16/2022	KRISTEN KARDAS	01-5210	MILEAGE REIMBURSEMENT FOR BRAYDEN KARDAS		246.64
05069528	03/16/2022	AeriesSoftware	01-5800	ACCESS TO WEB 04/01/22 TO 03/31/2023		4,950.00
05069529	03/16/2022	AMAZON CAPITAL SERVICES, INC	01-4300	HFE CLASSROOM SUPPLY ORDER	317.86	
				HFE OFFICE SUPPLY ORDER	132.46	
				INDEPENDENT STUDY CLASSROOM SUPPLY ORDER	248.06	698.38
05069530	03/16/2022	CAL-WASTE RECOVERY SYSTEMS,LLC	01-5535	Trash & Recycling		2,312.70
05069531	03/16/2022	CALAVERAS AUTO SUPPLY	01-4300	MISC. TRANSPORTATION SUPPLIES		1,142.87
05069532	03/16/2022	Calaveras County Office Of Ed	01-5910	FED EX POSTAGE FOR LOZANO SMITH		29.58
05069533	03/16/2022	Calaveras Public Power Agency	01-5510	Electricity Service		7,349.19
05069534	03/16/2022	Cisco Fire Sprinklers,inc.	01-5800	ANNUAL FIRE SPRINKLER INSP.		600.00
14 05069535	03/16/2022	DAVID EDWARDE ADAMS DBA: D.E.A.R.S.	01-5800	SPECIAL CONTRACT SERVICES		225.00
05069536	03/16/2022	EIDE BAILLY, LLP	01-5810	DISTRICT & BOND AUDIT AS OF 6/30/21		13,720.00
05069537	03/16/2022	Murphys Sanitary District	01-5530	AME Monthly Sewer Fees		296.00
05069538	03/16/2022	Office Depot	01-4300	LORING CLASSROOM SUPPLY ORDER		97.11
05069539	03/16/2022	RANDIK PAPER	01-4300	JANITORIAL SUPPLIES		178.05
05069540	03/16/2022	School Services Of California	01-5800	Independent Study Webinar Workshop(Virtual)		585.00
05069541	03/16/2022	Toshiba Financial Services	01-5600	Copy Machines Lease		2,594.39
05069542	03/16/2022	Tuolumne JPA	01-5800	PRE-EMPLOYMENT PHYSICALS		102.00
05069543	03/16/2022	Union Public Utility District	01-5540	AME Water Service		130.98
05069679	03/23/2022	AeriesSoftware	01-5200	AERIESCON VIRTUAL SUMMIT SPRING 2022		498.00
05069680	03/23/2022	AMAZON CAPITAL SERVICES, INC	01-4300	AMS CLASSROOM SUPPLY ORDER	42.19	
				HFE WINTERCREEK	96.22	138.41
05069681	03/23/2022	AngelsHeating&AirConditioning	01-5800	AME PORTABLE #21 SERVICE CALL		2,747.95
05069682	03/23/2022	AT&T	01-5930	Telephone Service		1,440.66
05069683	03/23/2022	Bank Of America	01-4300	Meeting, Office, Supplies, Conf; Maint	552.26	
				Meeting, Office, Supplies, Conf; Maint	1,420.00	1,972.26
05069684	03/23/2022	Berri, Sam DbA: Sam Berri Towing	01-5800	Towing Services FOR BUS #10 TO STOCKTON		750.00

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Checks Dated 03/02/2022 through 04/07/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
05069685	03/23/2022	Bret Harte Union High School	01-5800	21/22 BUS SERVICES	4,036.38	
				SP ED Bus Transportation Services 3RD & 4TH QTR	43,181.00	
				SP ED Bus Transportation Services IST & 2ND QTR	43,181.00	90,398.38
05069686	03/23/2022	Calaveras Co.Water District	01-5540	Sewer/Water Service		5,994.06
05069687	03/23/2022	Calaveras County Office Of Ed	01-5800	21/22 CALPADS Oct 1 thru Dec 31, 2021	2,620.00	
				2ND QTR BASIC MAINTENANCE	471.25	
			01-5855	21/22 FINGERPRINTING	350.00	3,441.25
05069688	03/23/2022	Calaveras Enterprise, Inc.	01-5800	Ads for Publication		154.56
05069689	03/23/2022	LOZANO SMITH, LLP	01-5820	Legal Services		4,722.93
05069690	03/23/2022	Perma-bound	01-4300	AMS LIBRARY BOOK ORDER		1,726.58
05069691	03/23/2022	Red Store (the)	01-4300	Misc. Maintenance Supplies		38.42
05069692	03/23/2022	Riverside Insights	01-4300	PSYC MATERIALS FOR CASE MANAGERS		1,108.98
05069693	03/23/2022	School Specialty LLC	01-4300	WinterCreek Supply Order		1,552.72
05069694	03/23/2022	Speech Therapy Services	01-5800	Speech Therapy Services		11,335.00
05069695	03/23/2022	Tuolumne Cnty Supert.ofSchools	01-5800	CPR/FIRST AID TRAINING 21/22		275.00
05069848	03/30/2022	AMAZON CAPITAL SERVICES, INC	01-4300	AMS BARTON ORDER & 6TH MASK	626.99	
				SUPPLY ORDER		
				CLASSROOM SUPPLY ORDER	220.00	
				HFE Ident a Kid Desk	214.48	
				HFE OFFICE SUPPLY A & WINTERCREEK	169.21	
				21 ORDER		
				HFE WINTERCREEK 21 ORDER	678.04	
				HFE WINTERCREEK 21 SUPPLY ORDER	377.96	2,286.68
05069849	03/30/2022	AT&T	01-5930	Telephone Service		1,120.07
05069850	03/30/2022	Bret Harte Union High School	01-5800	21/22 BUS SERVICES		714.00
05069851	03/30/2022	Calaveras County Office Of Ed	01-5855	21/22 FINGERPRINTING		210.00
05069852	03/30/2022	Calif Dept Of Education	13-4700	Food Commodities		188.10
05069853	03/30/2022	CUMULUS GLOBAL	01-5900	DISTRICT EDUCATION LICENSE		4,070.00
05069854	03/30/2022	EAST BAY REST. SUPPLY INC.	13-4300	AME KITCHEN SUPPLY ORDER		2,489.65
05069855	03/30/2022	Ident-A-Kid Svcs of America, Inc	01-4300	LAP TOP PURCHASE FOR PROGRAM	1,216.35	
				Unpaid Sales Tax	77.02-	1,139.33
05069856	03/30/2022	MCTAGUE EXCAVATING RUSS MCTAGUE	01-5800	HFE SHED MOVED TO NEW LOCATION		580.00
05069857	03/30/2022	Office Depot	01-4300	CLASSROOM SUPPLY ORDER	176.77	
				HFE CLASSROOM SUPPLY ORDER	115.33	292.10
05069858	03/30/2022	San Joaquin County Office Ed	01-4300	21/22 Medi-Cal Billing Services		67.00
05069859	03/30/2022	Signal Service, Inc.	25-5800	Alarm Service		4,406.16

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Checks Dated 03/02/2022 through 04/07/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
05069860	03/30/2022	Speech Therapy Services	01-5800	Speech Therapy Services		1,250.00
05069861	03/30/2022	Vallecito Union School Dist	01-4300	VUSD REVOLVING FUND REIMB.	1,094.24	
			01-5200	VUSD REVOLVING FUND REIMB.	560.00	
			01-5800	VUSD REVOLVING FUND REIMB.	370.00	
			13-4300	VUSD REVOLVING FUND REIMB.	11.96	2,036.20
05069927	04/06/2022	AMAZON CAPITAL SERVICES, INC	01-4300	AMS MAINT. VILLEGAS	60.36	
				CLASSROOM SUPPLY ORDER	66.87	127.23
05069928	04/06/2022	Calaveras Co. Environ Health	01-4300	MAINT. HAZ MAT RELEASE RESPONSE PLAN		262.00
05069929	04/06/2022	Calaveras Lumber, Inc	01-4300	Misc. Maintenance Supplies		1,465.02
05069930	04/06/2022	California's Valued Trust	01-3402	HEALTH BENEFITS	1,384.54	
			01-3701	HEALTH BENEFITS	357.23	
			01-9553	HEALTH BENEFITS	72,348.84	74,090.61
05069931	04/06/2022	CDW, GOVERNMENT	01-4300	TECHNOLOGY SUPPLIES FOR CAMERAS		381.81
05069932	04/06/2022	Commercial Appliance Service	13-5800	HFE DISHWASHER REPAIRS		2,739.86
05069933	04/06/2022	CYBRSCHOOL LLC	01-4300	Additional Licenses for one year		1,000.00
05069934	04/06/2022	DAVID EDWARDE ADAMS DBA: D.E.A.R.S.	01-5800	SPECIAL CONTRACT SERVICES		348.75
05069935	04/06/2022	Ebbetts Pass Lumber Co, Inc	01-4300	Misc. Maintenance Supplies		1,029.34
05069936	04/06/2022	Edlio, LLC	01-5900	ANNUAL WEBSITE RENEWAL		4,200.00
05069937	04/06/2022	Employment Development Dept	01-9551	QTR1 YEAR 22		6,612.72
05069938	04/06/2022	Mark Twain Union School Dist.	01-5800	21/22 Bus Transportation Services		680.00
05069939	04/06/2022	Murphys Sanitary District	01-5530	AME Monthly Sewer Fees		296.00
05069940	04/06/2022	Office Depot	01-4300	AME OFFICE SUPPLY ORDER	413.06	
				HFE CLASSROOM SUPPLY ORDER	33.44	446.50
05069941	04/06/2022	Perma-bound	01-4300	AMS COUNSELOR BOOK MATERIALS		291.78
05069942	04/06/2022	PG&E CFM/PPC Department	01-5500	Utility Service		10.51
05069943	04/06/2022	Pitney Bowes Global Financial	01-5910	Meter Lease		184.76
05069944	04/06/2022	Proper Pruning Service	14-5800	HFE CLEAN UP AT EXTENDED DAY		3,200.00
05069945	04/06/2022	Tifco Industries	01-4300	Misc. Transportation Supplies		100.15
05069946	04/06/2022	WESTERN PSYCHOLOGICAL SERVICES	01-4300	PSYC TESTING MATERIAL SUPPLY ORDER		303.98
VCH-00000099	03/02/2022	Neith, Frank C	01-4300	MILEAGE REIMBURSEMENT		15.80
VCH-00000100	03/09/2022	Loring, Brett W	01-5210	MILEAGE REIMBURSEMENT		138.65
VCH-00000101	03/09/2022	Retemeyer, Oleta J	01-5210	CCOE MILEAGE REIMBURSEMENT		449.28
VCH-00000102	03/16/2022	Hoskins, Thomas W	01-4300	CONFERENCE PARKING	34.50	
				REIMBURSEMENT		
			01-5210	MILEAGE REIMBURSEMENT	109.98	144.48
VCH-00000103	03/16/2022	Anderson, Kent A	01-5200	CONFERENCE REIMBURSEMENTS		564.36

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Checks Dated 03/02/2022 through 04/07/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
VCH-00000104	03/23/2022	Nicotero, Scott A	01-4300	STUDENT PRIZE DRAWING REIMB.		90.00
VCH-00000105	03/30/2022	Tageson, Deborah M	13-4300	MILEAGE REIMBURSEMENT		53.23
VCH-00000106	03/30/2022	Fleck, Ginger L	01-4300	AME ATHLETIC SUPPLIES REIMBURSEMENT		91.59
<b>Total Number of Checks</b>					<b>105</b>	<b>479,417.39</b>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	96	436,901.00
13	CAFETERIA FUND	7	29,037.25
14	DEFERRED MAINTENANCE F	3	9,150.00
25	CAPITAL FACILITIES FUND	1	4,406.16
Total Number of Checks		<b>105</b>	<b>479,494.41</b>
Less Unpaid Sales Tax Liability			<b>77.02</b>
<b>Net (Check Amount)</b>			<b>479,417.39</b>

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**VALLECITO UNION SCHOOL DISTRICT**

Minutes of the Regular Meeting

February 16, 2022

**REGULAR MEETING CALLED TO ORDER** – President Dyken opened the public meeting at 4:00 p.m.

**ESTABLISHMENT OF QUORUM** – Roll Call

Mark Dyken – President

Tom Pratt – Clerk

Susan Singleton

**ADMINISTRATION TEAM -**

Tom Hoskins, Superintendent

Gretchen McReynolds, Chief Business Official

**STAFF PRESENT** – Cheryl Boyd

**APPROVAL OF AGENDA**

**Motion:** Pratt

**Second:** Singleton

**Roll Call Vote:** Aye - Pratt, Singleton, Dyken

Motion passed 3-0

**PUBLIC COMMENT ON ANY ITEM ON THE CLOSED SESSION AGENDA** – No Comment

**CLOSED SESSION** – President Dyken convened to closed session at 4:06 p.m.

**ADMINISTRATION**

Public Employee Evaluation – Superintendent

**CONFERENCE WITH LABOR NEGOTIATOR** – Tom Hoskins, Superintendent

Vallecito Teachers' Association

California School Employees' Association – Chapter 748

**OPEN SESSION** – President Dyken re-convened the public meeting at 5:30 pm and reported no action was taken in closed session. President Dyken led the Pledge.

**ADMINISTRATION TEAM -**

Scott Nicotero, Principal – Avery Middle School

Dr. Ray Fausel, Principal – Hazel Fischer Elementary

Josh O'Geen, Principal – Michelson Elementary

**STAFF PRESENT** – Tobie Doyle, Ali Heermance, Jenine Frost, Oleta Piecuch

**OTHERS PRESENT** – There were many parents and members of the community present online.

**RESOLUTION # 21-22-13 – AB 361 -EXTENSION OF TELECONFERENCE FLEXIBILITY DURING PROCLAIMED STATE OF EMERGENCY (Government Code section 54953(e)(3))**

The board adopted the resolution extending the time period for teleconferencing without complying with the usual requirements of Government Code section 54953(b)(3) by reconsidering the circumstances of the state of emergency and making a finding that the state of emergency continues to directly impact the ability of the members to meet safely in person, or that state or local officials continue to impose or recommend measures to promote social distancing. This resolution provides further clarification and transparency regarding this action.

**Motion:** Singleton

**Second:** Pratt

**Roll Call Vote:** Aye – Pratt, Singleton, Dyken

Motion passed 3-0

**PUBLIC COMMENT-** President Dyken opened for public comments and of those in attendance the following made public comment: Becca Kane, Antonio Montoya, Amanda Monaco, Kim Griffiths, Terry McBride, Savannah Dillon, Pam Bowman, Joann Bales, Rob Hecoeks

## ANNOUNCEMENTS, REPORTS AND COMMUNICATIONS

**Correspondence**–Calaveras County Office of Ed (CCOE) reporting a positive certification of the 2021-22 1<sup>st</sup> Interim VTA Representative – Ali Heermance – Looking forward to negotiating, thank you to the Board for their support.  
**Board Members – Singleton** – attended MTSS Book Study, Technology meeting, Hwy 4 / District calendar meetings – thank you to staff for their input, COVID Coalition, Ms. Hessels class reenact the Inca messaging system, 120 students attended the ski program, presentations @ Avery, Celtic Fair, Morning sing, Science Fair, Art classes with Staff, guest artists, book fair – Dr. Seuss Read Across America, collaboration with staff, forever grateful to amazing staff, wonderful Admin and the great achievement over the last two years; **Pratt** – Shout out to Mr. Nunn and Ms. Fleck for a fantastic ski day, thank you to HFE students sending thank you cards to the Board, met w/ Mr. O’Geen and toured AME, Science Fair preparations, soccer, enjoyed going to basketball games; **Dyken** – MTSS Book Club, visited school sites, AME Library, morning sing  
**Superintendent** –

Certificated / Classified Staff of Year – *Tobie Doyle* and *Jessica Bertolino* were honored by Mr. Nicotero and the Avery Middle School staff; staff also received engraved gifts from the Governing Board.

Superintendent Hoskins report –

- A resolution on the agenda in regard to the resignation of Sarah Wilson. The process to fill the vacancy will be followed as with the resignation of Tom Eising. The deadline to apply for Sarah’s vacancy is Feb. 28<sup>th</sup>.
- On Feb 15<sup>th</sup> the mask requirements at the state level were lifted, however the K-12 school mandates remain in place. Superintendent Hoskins shared good news of COVID-19 cases plummet 75.4%, hospitalizations fall 40.6% with hospital admissions drop 62.7% and test positivity declines 72.9%. Many in education are hopeful there will be lessening or elimination of the mask mandate for schools announced by Feb 28<sup>th</sup>.
- Students in grades 4-12 can enter the Calaveras County Science Fair by going to the CCOE website for the application.
- AMS Boys’ basketball finished up with exciting wins and close losses. A big thank you to coaches Jesse Kreisburg, Hailey Spitzer and Justin Savaso, as well as our Athletic Directors. Volleyball beginning soon. Ski trips are under way for all schools and it has been a positive experience.

## REGULAR AGENDA ITEMS

### A. PRESENTATIONS

- A.1 LCAP Supplemental mid-year update  
Brett Loring presented a mid-year update of the district LCAP goals and actions as well as progress with the metric goals and implementation.
- A.2 Multi-Tiered System Support (MTSS) Overview – *Presented by Fred Cochrane, San Joaquin Office of Education* – Mr. Cochrane presented a summary overview of the MTSS framework and how it integrates with current VUSD goals and actions specified in the Local Control Accountability Plan (LCAP).
- A.3 Proposal from the group “Friends of Tom Eising”  
This presentation proposes the naming/dedicating of the Avery Middle School gym in honor of VUSD retiree Tom Eising – *Board asked that Superintendent Hoskins bring this item back in March.*

### B. CONSENT AGENDA

- B.1 1/19/22 Regular and 1/26/22 Special meeting minutes
- B.2 Warrants
- B.3 Seniority Lists – Certificated / Classified / Confidential/Management
- B.4 Donations from the following Community members:
- \$400 from the Arnold Rotary to AMS
- B.5 Temporary Certificated Employment – *Blake Campbell*  
**Motion:** Pratt                      **Second:** Singleton                      **Roll Call Vote:** Aye - Pratt, Singleton, Dyken  
Motion passed 3-0



**C. GENERAL BUSINESS / FINANCE**

- C.1 Termination of MOU between Mark Twain Union Elementary District and Vallecito USD  
This MOU for Independent Study was entered into on August 26, 2021. With both districts having their Independent Study programs in place, Mark Twain is requesting VUSD students integrate to the VUSD Independent Study program prior to April 22, 2022.  
**Motion:** Singleton      **Second:** Pratt      **Roll Call Vote:** Aye - Pratt, Singleton, Dyken  
Motion passed 3-0
- C.2 Board's consideration to adopt Resolution # 21-22-14 – Board Vacancy – Provisional Appointment  
**Motion:** Pratt      **Second:** Singleton      **Roll Call Vote:** Aye - Pratt, Singleton, Dyken  
Motion passed 3-0

**D. PERSONNEL**

- D.1 MOU between VUSD and Vallecito Teachers Association (VTA) – Process and Compensation for Class Coverage  
This MOU addresses unplanned teacher absences when no substitute support is available.  
**Motion:** Singleton      **Second:** Pratt      **Roll Call Vote:** Aye - Pratt, Singleton, Dyken  
Motion passed 3-0
- D.2 Board approved the appointment of the following positions:  
    ✓ Manager of Maintenance & Operations – *George Solis*  
    ✓ 6<sup>th</sup> grade Volleyball Coach – *Neva Gazay*  
**Motion:** Pratt      **Second:** Singleton      **Roll Call Vote:** Aye - Pratt, Singleton, Dyken  
Motion passed 3-0

**POLICY REVISION / FIRST READING / ADOPTION**

- A. Policy Second Reading / Adoption  
BP 0420.42 - Charter School Renewal Policy  
BP 1312.3 - Uniform Complaint Procedures Policy  
AR 1312.3 - Uniform Complaint Procedures Regulation  
Exhibit (1) 1312.3 - Uniform Complaint Procedures Exhibit  
Exhibit (2) 1312.3 - Uniform Complaint Procedures Exhibit  
AR 3515.6 - Criminal Background Check for Contractors Regulation  
**Motion:** Singleton      **Second:** Pratt      **Roll Call Vote:** Aye - Pratt, Singleton, Dyken  
Motion passed 3-0
- B. CSBA recommended revisions from December 2021 – Policy First Reading  
AR 4217.3 - Layoff/Rehire  
AR 5125 - Student Records  
AR 5145.3 - Nondiscrimination/Harassment  
BP / AR 5148.3 - Preschool/Early Childhood Education

**NEXT BOARD MEETING –**

Wednesday, February 23, 2022 – Special Board Meeting – 5 pm Virtual meeting

- Board Candidate Interviews
- Audit

Wednesday, March 9, 2022 – Regular – 5:30 pm Virtual meeting

- Board Candidate Interviews
- 2<sup>nd</sup> Interim
- Personnel
- Policy
- Resolutions

**ADJOURNMENT** – With no further discussion, President Dyken adjourned the regular meeting at 8:29 pm

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Secretary to the Board

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Clerk of the Board

**VALLECITO UNION SCHOOL DISTRICT**  
Minutes of the Regular Meeting  
March 9, 2022

**REGULAR MEETING CALLED TO ORDER** – President Dyken called the public meeting to order at 4:00 pm

**ESTABLISHMENT OF QUORUM**

Mark Dyken – President  
Tom Pratt – Clerk  
Shannon Simpson  
Susan Singleton

**ADMINISTRATIVE TEAM:** Tom Hoskins, Superintendent  
Gretchen McReynolds, Chief Business Official

**STAFF PRESENT:** Cheryl Boyd

**APPROVAL OF AGENDA**

**Motion:** Pratt                      **Second:** Singleton                      **Roll Call Vote:** Aye – Pratt, Simpson, Singleton,  
Dyken                      Motion passed 4-0

**PUBLIC COMMENT ON ANY ITEM ON THE CLOSED SESSION AGENDA** – No comments

**CLOSED SESSION**

Public Employee Evaluation - Superintendent  
Public Employee Discipline/Dismissal/Release

**Conference with Labor Negotiator – Tom Hoskins, Superintendent**  
Vallecito Teachers’ Association  
California School Educators’ Association – Chapter 748

**OPEN SESSION** – President Dyken reconvened the public session at 5:33 pm and reported the following action was taken in closed session:

A motion was made by member Pratt, seconded by member Simpson to accept the resignation of a Certificated employee effective June 3, 2022. The motion passed unanimously.

**ADMINISTRATION PRESENT:** Scott Nicotero, Principal – Avery Middle School  
Ray Fausel, Principal – Hazel Fischer Elementary  
Josh O’Geen, Principal – Michelson Elementary

**STAFF PRESENT:** Ali Heermance, Shonna Lewis, Colette Scales, George Solis, Jenine Frost, Judy Bergantz, Laura Oliver, Michelle Wright, Stephanie Copp, Tobie Doyle, Linda Woolworth, Beth Kryst, Kristin Walker

**OTHERS PRESENT:** Gabriella Flowers, Attorney at Law, many parents and community members were in attendance.

**STUDENT RECOGNITION** – Shonna Lewis recognized the winners of the recent Science Fair:

**Hazel Fischer Elementary** – Grade 4 = 1<sup>st</sup> Place - Liam Hungerford, 2<sup>nd</sup> Place - Hana Deplitch, 3<sup>rd</sup> Place - Isabella Mithiel; Grade 5 = 1<sup>st</sup> Place – Bridger Stephens, 2<sup>nd</sup> Place – Jacob Stanfill, 3<sup>rd</sup> Place – Hanna Jorstad & Avalon Crow

**Michelson Elementary** – Aaliyah Miles, Bodie Smith and Colby Kardas; AME Overall Winner – Alicia Newsom  
**Avery Middle School** – Buffy Henrickson recognized the following winners - 1st place - Elliot Hungerford and Leighton Quilici (Space Race), 2nd place - Gia Rinauro (Rooting Plant Cuttings), 3rd place - Abigail Graham and Peighton Egington (Lets Bust Bubbles) and Elliot Hungerford and Leighton Quilici won the County Science Fair. Congratulations to all participants!



**RESOLUTION # 21-22-15 – AB 361 -EXTENSION OF TELECONFERENCE FLEXIBILITY DURING PROCLAIMED STATE OF EMERGENCY (Government Code section 54953(e)(3))**

The board will consider extending the time period for teleconferencing without complying with the usual requirements of Government Code section 54953(b)(3) by reconsidering the circumstances of the state of emergency and making a finding that the state of emergency continues to directly impact the ability of the members to meet safely in person, or that state or local officials continue to impose or recommend measures to promote social distancing. This resolution provides further clarification and transparency regarding this action.

**Motion:** Singleton **Second:** Simpson **Roll Call:** Aye – Singleton, Pratt, Simpson, Dyken  
 Motion passed 4-0

**BOARD MEMBER INTERVIEWS** – Tom Hoskins facilitated the Provisional Appointment process by first determining the order of interviewees. Each candidate introduced themselves and interviews began. Each candidate had 15 minutes to read and answer seven questions with no time limit on the eighth question which was sharing additional information and/or asking questions of the board. After receiving public comment and board deliberation, the board asked Mr. Hoskins to conduct a rank-based vote and the results were as follows:

	<b>Dyken</b>	<b>Pratt</b>	<b>Simpson</b>	<b>Singleton</b>	<b>Totals</b>
J Hitchcock	I	I	II	I	5
J Pease	III	II	III	II	10
J Sledge	II	III	I	III	9

Once the results were tallied, *Jessica Hitchcock* was the selected candidate for the board member position. Superintendent Hoskins administered the Oath of Office.

**PUBLIC COMMENT** – Of those in attendance, comments were made from Kim Griffiths, Joann Bales, participating in events at schools after mask mandate is lifted, kindness and respect not shown to some students months ago.

**ANNOUNCEMENTS, REPORTS AND COMMUNICATIONS**

**VTA Representative** – Ali Heermance welcomed new board members, looking forward to working with everyone.

**CSEA Representative** – Colette Scales reported that negotiations were going well and should be wrapped up soon. Congratulations to Jessica and thanked the board for their hard work and guiding us through these difficult times.

**Management** – George Solis – greatly appreciate the welcome from staff, has been learning the layout of the property and facilities, honored to be a part of the group and looking forward to the future.

**Board Members** – **Pratt** -met new board member Shannon, appointed to the Calaveras County Mental Health Board, two special board meetings, site visits at HFE and AMS, enjoying baseball season; **Singleton**- HFE Parent Club and Science Fair, judge for AMS Science Fair, attended 7/8th grade play, special board meetings, welcome Shannon and Jessica, thank you to all applicants, C&I, always awestruck by the commitment of the staff to not just get learning right, but make it exceptional; **Dyken** – it is a tough time to become a Superintendent and I have great appreciation for Tom Hoskins, looking forward to rallying our district and focusing on our students; **Simpson** – pleasure getting to know the DO staff, Superintendent Hoskins and the board members, attended the AME Dr. Seuss celebration, looking forward to setting up other site visits, working on familiarizing with legalities and procedural responsibilities to have a solid foundation for the duties of the board; **Hitchcock** – grateful to be welcomed on the Board and privileged to be on this panel with the other candidates, looking forward to scheduling site visits.

**Superintendent Tom Hoskins report:**

- Currently in negotiations with both bargaining groups (VTA and CSEA). We continue to work on a mutual contract that addresses our needs, highlights our common interests and will provide the students of the District quality supports, instruction and services. I have been impressed with the thoughtfulness and respect that everyone has demonstrated as we continue to discuss how we can improve and serve our students. We have made good progress and will be meeting with both groups in the coming weeks.

- There is a lot of anticipation around March 12th in which masking is no longer required in K-12 school settings. We are working with our Union representatives to make sure our agreements are in alignment with the updated guidelines. Principals have discussed the transition and are ready to welcome and support all students when they come to school next Monday.
- It is exciting to have the board member positions all filled tonight. This is a new team and as such, in my role as superintendent, I will do my part to offer training, support and resources to our new members. Additionally, it will be important to provide an opportunity for team building among all the members. The governing board only has authority when they are together as a group, so building a team that can work together will be important for the entire school district.
- We recently held our Curriculum and Instruction meeting. We reviewed the results of our Professional Development Survey to lead a discussion in planning trainings for both summer and next year. Additionally, we discuss adopting a math curriculum and developed a survey that will go out to staff for input.
- I enjoyed having the opportunity to visit Michelson Elementary last week and be sitting principal for the day. The staff and students were very welcoming and kind. Since it was Read Across America week, I had the chance to visit Mrs. Oliver and Mrs. Wright's classes and read the Dr. Seuss book "The Sneetches". It is a great story about getting along and accepting everyone and the students were amazing at being able to identify the moral of the story.
- This week, I had the opportunity to visit Hazel Fischer Elementary. They were celebrating Dr. Seuss and there were fun hats, and shirts that staff and students wore to celebrate. In Kindergarten, students were identifying rhyming words which is a great building block for phonological awareness to support strong readers. In 3rd grade, I had a chance to learn along-side the students about rainforest frogs and how they adapt to their natural environment. Students were discussing camouflage, adaptation and we all learned that most poisonous frogs have a common trait – they are all very brightly colored to warn and deter potential predators.
- Volleyball has officially started. The 8th grade team is doing well and just recently topped Toyon. The 7th grade team isn't winning all their games; however, the coaches tell me they are a group that has a lot of fun practicing and they have great potential.
- Finally, with a new board in place, this is a great opportunity to seek feedback from our parents and staff about the vision, goals and direction for the District. I will be sending out a survey next week that seeks input from our stakeholders that can then be shared with the governing board. We will send out the survey electronically via parent square, but will also have hard copies available as requested.

## REGULAR AGENDA ITEMS

### A. CONSENT AGENDA

#### B.1 Warrants

**Motion:** Pratt      **Second:** Singleton      **Roll Call:** Aye – Singleton, Pratt, Simpson, Dyken, Hitchcock      Motion passed 5-0

### C. GENERAL BUSINESS

#### C.1 Board's consideration to revise the 2021-22 School Calendar to include makeup days

Description: During the 2021-22 school year VUSD had two closure days for all three school sites on August 26<sup>th</sup> and December 14<sup>th</sup>. Additionally, HFE had two school closures due to power outages on October 12<sup>th</sup> & 21<sup>st</sup>. The Board is asked to consider designating Monday, April 18, 2022 as a makeup day in order to accommodate one of the school closure days.

**Motion:** Singleton      **Second:** Hitchcock      **Roll Call:** Hitchcock, Pratt, Simpson, Singleton, Dyken      Motion passed 5-0

- C.2 Group of “Friends of Tom Eising” proposal for the Avery Middle School Gym Board’s consideration to approve dedicating the AMS gym to Tom Eising in honor of his 50 years of dedicated service as an educator and community member. The dedication ceremony is to be scheduled at the start of the 2022-23 school year.  
**Motion:** Singleton **Second:** Simpson **Roll Call:** Hitchcock, Pratt, Simpson, Singleton, Dyken **Motion passed 5-0**

**D. PERSONNEL**

- D.1 Board approved the appointment of the following positions:
- *Becca McCurdy, Lori Alexander* – HFE Volleyball
  - *Chelsey Dorsey* – AMS Volleyball
  - *Sarah Deplitch* – 5.75 hrs./day, 5 days / week Paraeducator-SPED at HFE
  - *Justin Savaso* – Home Hospital Teacher
- Motion:** Singleton **Second:** Simpson **Roll Call:** Hitchcock, Pratt, Simpson, Singleton, Dyken **Motion passed 5-0**

**BOARD POLICY REVISION / ADOPTION**

- A. **2<sup>nd</sup> READING**, Public comment, adoption for BP / AR revised policy  
AR 4217.3 - Layoff / Rehire  
AR 5125 - Student Records  
AR 5145.3 – Nondiscrimination / Harassment  
BP / AR 5148.3 – Preschool / Early Childhood Education  
**Motion:** Singleton **Second:** Simpson **Roll Call:** Hitchcock, Pratt, Simpson, Singleton, Dyken **Motion passed 5-0**
- B. **1<sup>ST</sup> READING** held on policy revisions as follows:  
BP / AR 6112 - School Day  
BP / AR 6143 - Courses of Study  
BP / AR 6158 - Independent Study

**ITEMS FOR NEXT BOARD MEETING - April 20, 2022**

Personnel  
Policy  
2<sup>nd</sup> Interim  
Budget Assumptions  
Bond Report – Mark Farrell  
Williams Complaint Summary  
Declaration of Need for Fully Qualified Educators  
Resolutions

**ADJOURNMENT** – With no further public comment or discussion, President Dyken adjourned the regular board meeting at 9:11 p.m.

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Secretary to the Board

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Clerk of the Board

Board approved: 4/20/22

**VALLECITO UNION SCHOOL DISTRICT**

Minutes of the Special Meeting

February 23, 2022

**SPECIAL MEETING CALLED TO ORDER** – President Dyken opened the public session at 5:05 pm

**ESTABLISHMENT OF QUORUM** –

Mark Dyken – President

Tom Pratt - Clerk

Susan Singleton

**ADMINISTRATION TEAM PRESENT:** Tom Hoskins, Superintendent  
Josh O’Geen, Principal – Michelson Elementary  
Gretchen McReynolds, Chief Business Official

**STAFF PRESENT:** Cheryl Boyd, George Solis, Tobie Doyle, Jessica Bertolino, Jenine Frost, Shonna Lewis, Linda Rasmussen, Ali Heermance, Stephanie Nelson

**OTHERS PRESENT:** Many parents and community members were in attendance online

**OPEN SESSION** – President Dyken led the Pledge

**REGULAR AGENDA ITEMS**

**A. BUSINESS / FINANCE**

A.1. Review and Board approval of the 2021 Audit

**Motion:** Singleton                      **Second:** Pratt

**Roll Call Vote:** Aye – Pratt, Singleton, Dyken    Motion passed 3-0

**B. PERSONNEL**

B.1 Board approved the appointment of Sarah Deplitch as Paraeducator – Special Ed at HFE effective March 1, 2022

**Motion:** Pratt                                      **Second:** Singleton

**Roll Call Vote:** Aye – Pratt, Singleton, Dyken    Motion passed 3-0

**BOARD MEMBER INTERVIEWS**

Superintendent Hoskins facilitated the Governing Board interviews by first determining the order of interviewees. Each candidate introduced themselves and interviews began. Each candidate had 15 minutes to read and answer six questions. After Board deliberation, Board member Pratt made a motion to appoint *Shannon Simpson*, seconded by Susan Singleton.

**Motion:** Pratt                                      **Second:** Singleton

**Roll Call Vote:** Aye – Pratt, Singleton, Dyken    Motion passed 3-0

Superintendent Hoskins administered the Oath of Office to Shannon Simpson

**ADJOURNMENT** – With no further public comment or discussion, President Dyken adjourned the special meeting at 7:03 p.m.

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Secretary to the Board

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Clerk of the Board

Board approved: 4/20/22

**VALLECITO UNION SCHOOL DISTRICT**  
**Minutes of the Special Meeting**  
**March 2, 2022**

**SPECIAL MEETING CALLED TO ORDER** – President Dyken opened the public meeting at 4:01 pm

**ESTABLISHMENT OF QUORUM – Roll Call**

Mark Dyken – President  
Tom Pratt – Clerk  
Shannon Simpson  
Susan Singleton

**OPEN SESSION** – President Dyken led the Pledge

**ADMINISTRATION TEAM PRESENT** - Tom Hoskins, Superintendent  
Ray Fausel, Principal – Hazel Fischer Elementary  
Josh O’Geen, Principal – Michelson Elementary  
Brett Loring, Administrative Services  
Gretchen McReynolds, Chief Business Official

**STAFF PRESENT** - Stephanie Nelson, Jenine Frost, Linda Woolworth, Chelsey Dorsey, George Solis, Jennifer Pelland, Judy Bergantz, Laura Oliver, Lea-Marie Paar, Linda Miller, Lindsay Holloway, Amy Hessels, Oleta Retemeyer, Jessica Bertolino, Shonna Lewis, Michelle Wright, Colette Scales, Daysi Valencia, Ginger Fleck, Tracy Imsland, Stephanie Copp, Jennifer Stephens, Donna Hester

**OTHERS PRESENT** – There were many parents and community in attendance online. Those who commented on the COVID-19 Health discussion were: Diana Benning, Crystal Molina, Val Schuler, Brook Hill, Jeff Pease, Annalisa Christian, Kim Griffiths, Lindsay Holloway, Mariola Jones, Terry McBride, Cody & Natalie Loftis, Catherine Vargas, Pam Bowman, Barb Hecoeks, Nate Young, Riley Self, Amanda Monaco, Becca Kane, Joann Bales

**COVID-19 Health Guidance Updates Regarding K-12 Schools - Discussion Item**

Superintendent Hoskins presented a review of the multiple updates regarding Health Guidance related to COVID-19 since mid-February. The California state indoor masking mandate expired on February 15, 2022 for vaccinated people, however masks continued to be mandatory for indoor K-12 schools. On February 25, 2022 the Center for Disease Control and Prevention (CDC) updated guidance that no longer recommends universal mask wearing in K-12 and early education settings in areas with a low or medium COVID-19 community level. Then on February 28, 2022 the California Health and Human Services released a statement that after March 11, 2022, masks will not be required schools and child care facilities but will be strongly recommended.

**ADJOURNMENT** – With no further public comments or discussion, President Dyken adjourned the meeting at 6:22 pm

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Secretary of the Board

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Clerk of the Board

Board approved: 4/20/22

Community Relations  
WILLIAMS UNIFORM COMPLAINT PROCEDURES

**Williams Settlement Legislation**

**QUARTERLY UNIFORM COMPLAINT REPORT SUMMARY**

For submission to School District Governing Board and County Office of Education

District Name: Vallecito Union School District

Quarterly Reporting Period: January - March 2022

	<b># of Complaints Received in Quarter</b>	<b>Number of Complaints Resolved</b>	<b>Number of Complaints Unresolved</b>
<b>Instructional Materials</b>	0	0	0
<b>Facilities</b>	0	0	0
<b>Teacher Vacancy and Misassignment</b>	0	0	0
<b>Totals</b>	0	0	0

Submitted by: \_\_\_\_\_

Title: Superintendent

Exhibit approved: September 21, 2005

**Vallecito Union School District**  
Avery, CA

**VALLECITO UNION SCHOOL DISTRICT**

**RESOLUTION # 21-22-16**

**Establishing a Fund 51 for the Vallecito Union School District  
2018 Bond Series A**

WHEREAS, The Vallecito Union School District desires to establish a fund for the Vallecito Vallecito Union School District 2020 Bond Series A to account for expenditures; and

**NOW, THEREFORE, BE IT RESOLVED** that the Vallecito Union School District does hereby authorize the establishment of an interest-bearing fund with the County Treasurer to be known as the Vallecito Union School District – 2018 Bond Series A Fund; and

**BE IT FURTHER RESOLVED** that the Vallecito Union School District will provide copies of this resolution to the County Treasurer and other interested parties.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of April 2022 at a regular meeting of the Vallecito Union School District Governing Board by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: April 20, 2022

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Board President  
Vallecito Union School District  
Governing Board

**PROCLAMATION DECLARING APRIL 2022 AS  
"BE THE ONE" MONTH IN CALAVERAS COUNTY**

**Resolution # 21-22-18**

**WHEREAS**, based on research, the BE THE ONE campaign can help build community resilience one family at a time; and

**WHEREAS**, all members of the community have a role to play in strengthening families to ensure children grow up safe, protected, and loved; and

**WHEREAS**, Calaveras County agencies, schools, and organizations are working to bring attention to the long-term impacts of toxic stress and to implement trauma-informed strategies to support families; and

**WHEREAS**, families are strengthened through positive relationships, resiliency tools, knowledge of child development, and concrete supports such as income, shelter, food, and childcare; and

**WHEREAS**, child abuse is preventable when children have at least one caring, supportive adult in their life who believes in their potential and provides them unconditional support and care; and

**WHEREAS**, caring relationships have the power to build resilience, inspire, comfort, and transform us - and we have the power to BE THE ONE today.

**NOW, THEREFORE BE IT PROCLAIMED**, the Governing Board of Vallecito Union School District, this April 20, 2022, do hereby declare April 2022 as BE THE ONE Month in the County of Calaveras.

**ON A MOTION** by Member \_\_\_\_\_ seconded by Member \_\_\_\_\_, the foregoing resolution was duly passed and adopted by the Governing Board of Vallecito Union School District this 20th day of April, 2022, by the following vote:

**AYES:            NOES:            ABSENT:            ABSTAINED:**

\_\_\_\_\_  
Clerk of the Governing Board  
Vallecito Union School District

**ATTEST:**  
  
\_\_\_\_\_  
Tom Hoskins, Secretary to the Board  
Vallecito Union School District



**RESOLUTION OF THE GOVERNING BOARD  
VALLECITO UNION SCHOOL DISTRICT  
RESOLUTION 21-22-21**

**National Teacher Appreciation Week**

**WHEREAS**, May 2– 6, 2022 has been designated throughout the State as National Teacher Appreciation Week; and

**WHEREAS**, teachers and other certificated personnel bear for society the responsibility for directing our country’s most vital resource; and

**WHEREAS**, in large part, the future of our great nation rests on the success to be achieved by our teachers.

**NOW, THEREFORE, BE IT RESOLVED** that the Vallecito Union School District hereby honors all teachers of the Vallecito Union School District; and

**BE IT FURTHER RESOLVED** that the Governing Board extends its sincere appreciation and commendation to the certificated personnel of the Vallecito Union School District and proclaims May 2 - 6, 2022, as National Teacher Appreciation Week.

**PASSED AND ADOPTED** by the Governing Board of the Vallecito Union School District this 20<sup>th</sup> day of April 2022 by the following vote:

AYES:

NOES:

ABSENT:

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Clerk of the Governing Board  
Vallecito Union School District

**RESOLUTION OF THE GOVERNING BOARD  
VALLECITO UNION SCHOOL DISTRICT  
RESOLUTION 21-22-22**

**Classified School Employees' Week  
California Education Code Section 45460**

**WHEREAS**, the week of May 15 - 21, 2022, has been designated as Classified School Employees' Week throughout California; and

**WHEREAS**, the classified employees of the Vallecito Union School District perform services which are vital to the educational process; and

**WHEREAS**, classified employees serve the students, staff, parents and citizens of the district by providing essential services to the educational system; and

**WHEREAS**, classified employees support and enhance the educational process by assisting instructors, transporting students, preparing nutritional meals, maintaining building and grounds, and performing all technical business, clerical and secretarial functions; and

**WHEREAS**, without these services, the quality of our educational process would be greatly diminished.

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board extends its sincere appreciation and commendation to the classified school employees of the Vallecito Union School District and proclaims the week of May 15 - 21, 2022, as Classified School Employees' Week.

**PASSED AND ADOPTED** by the Governing Board of the Vallecito Union School District this 20th day of April 2022 by the following vote:

AYES:

NOES:

ABSENT:

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Clerk of the Governing Board  
Vallecito Union School District



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022-2023

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Vallecito Union School District District CDS Code: 61580

Name of County: Calaveras County CDS Code: 05

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 04 /20 /2022 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

Submitted by (Superintendent, Board Secretary, or Designee):

Tom Hoskins  Superintendent  
Name Signature Title

\_\_\_\_\_ 209-795-8503 \_\_\_\_\_ 04-21-2022  
Fax Number Telephone Number Date

PO Box 329, Avery, CA 95224  
Mailing Address

thoskins@vsd.k12.ca.us  
Email Address

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**  
Submitted by Superintendent, Director, or Designee:

_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
_____		
<i>Mailing Address</i>		
_____		
<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	1 _____
Bilingual Authorization (applicant already holds teaching credential)	1 _____
List target language(s) for bilingual authorization: _____	
Resource Specialist	3 _____
Teacher Librarian Services	0 _____

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	1
Special Education	3
TOTAL	5

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes  No

If no, explain. District participates in University internships

Does your agency participate in a Commission-approved college or university internship program? Yes  No

If yes, how many interns do you expect to have this year? 2 - 3

If yes, list each college or university with which you participate in an internship program.  
National University, Teachers' College San Joaquin

\_\_\_\_\_  
 \_\_\_\_\_

If no, explain why you do not participate in an internship program.  
 \_\_\_\_\_  
 \_\_\_\_\_

**DATE: APRIL 20, 2022**

**TITLE: RESOLUTION OF THE GOVERNING BOARD OF THE VALLECITO UNION SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$11,000,000 AGGREGATE PRINCIPAL AMOUNT OF BONDS OF VALLECITO UNION SCHOOL DISTRICT BY A NEGOTIATED SALE, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE, APPROVING THE FORM OF AN OFFICIAL STATEMENT FOR THE BONDS, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS**

**Summary Statement:**

On November 6, 2018, the voters of the District approved Measure E, authorizing the District to issue up to \$11,000,000 in aggregate principal amount of bonds for authorized projects.

The Governing Board is requested to approve the above-referenced resolution authorizing the District to issue its first and final series of bonds under the November 6, 2018 authorization and to pay-off the District's previously issued Vallecito Union School District (Calaveras County, California) General Obligation Bond Anticipation Notes, Election of 2018, Series 2019 (the "Prior Notes"), which were issued in anticipation of the sale of an additional series of bonds, in an aggregate principal amount not exceeding \$11,000,000.

The bonds will be sold and issued by the District. Dale Scott & Company will serve as municipal advisor to the District. Orrick, Herrington & Sutcliffe LLP will serve as bond counsel and disclosure counsel. RBC Capital Markets, LLC will serve as the underwriter.

The Governing Board is asked to approve the resolution referenced above and the various documents described therein and attached to effect the issuance of the bonds in order to (i) pay-off of the Prior Notes and (ii) finance specific construction, repair, and improvement projects approved by voters of the District. Each document is described further below.

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

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

3. ***Escrow Agreement.*** The Escrow Agreement sets forth the terms for the payment of the Prior Notes upon maturity, including the deposit and investment of moneys to be held by the escrow bank to pay-off the Prior Notes.

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

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

**Budget Implications:**

The bonds will be paid from taxes on property within the District levied and collected by the County of Calaveras. The bonds will finance projects authorized by the voters under Measure E at the November 6, 2018 election.

**Recommendation:**

It is recommended that the Governing Board approve the attached resolution and authorize staff to take the necessary steps to complete the financing.

**RESOLUTION NO. 21-22-23**

**RESOLUTION OF THE GOVERNING BOARD OF THE VALLECITO UNION SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$11,000,000 AGGREGATE PRINCIPAL AMOUNT OF BONDS OF VALLECITO UNION SCHOOL DISTRICT BY A NEGOTIATED SALE, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE, APPROVING THE FORM OF AN OFFICIAL STATEMENT FOR THE BONDS, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS**

**WHEREAS**, an election was duly called and regularly held in the Vallecito Union School District (the “District”), located in the County of Calaveras, California (the “County”), on November 6, 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 renovate, construct, equip, repair and improve classrooms and school facilities, including deteriorating roofs, heating and air conditioning systems, and construct a new multi-purpose room, shall Vallecito Union School District issue \$11,000,000 in bonds under a no-tax-rate-increase-financing-plan, with an estimated levy of 3 cents per \$100 of assessed valuation averaging \$1.1 million raised per year anticipated through 2036, at legal rates, with annual audits and independent citizen oversight?”*

and

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

**WHEREAS**, in order to provide interim financing for certain projects authorized to be financed under the Bond Measure pursuant to Section 15150 of the California Education Code, the District issued \$10,795,879.30 aggregate initial principal amount of the Vallecito Union School District (Calaveras County, California) General Obligation Bond Anticipation Notes, Election of 2018, Series 2019 (the “Notes”) in anticipation of the sale of the bonds authorized under the Bond Measure; and

**WHEREAS**, in order to pay the Notes and finance additional projects authorized under the Bond Measure, the Governing Board of the District (the “Governing Board”) deems it necessary and desirable to authorize and consummate the sale of the bonds, designated the “Vallecito Union School District (Calaveras County, California) General Obligation Bonds, Election of 2018, Series A” (the “Series A Bonds”), with such additional or other series or



subseries designations as may be approved as herein provided, in an aggregate principal amount not exceeding \$11,000,000, according to the terms and in the manner hereinafter set forth; and

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

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

**WHEREAS**, the District has not received a qualified or negative certification in its most recent interim report; and

**WHEREAS**, the Series A Bonds shall be issued and sold by the District on its own behalf at a negotiated sale pursuant to authorization to be obtained from the Board of Supervisors of the County (the "Board of Supervisors"); and

**WHEREAS**, the moneys to pay the Notes will be applied to such purpose pursuant to an Escrow Agreement by and between the District and U.S. Bank Trust Company, National Association, as successor paying agent and as escrow bank (such Escrow Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Escrow Agreement"); and

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

**WHEREAS**, a form of Bond Purchase Agreement (such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Bond Purchase Agreement") to purchase the Series A Bonds proposed to be entered into with RBC Capital Markets, LLC, as underwriter (the "Underwriter") has been prepared; and

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

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

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

**WHEREAS**, California Government Code Section 5852.1 requires that the Governing Board obtain from an underwriter, financial advisor or private lender and disclose, prior to authorization of the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds, (b) the sum of all fees and charges paid to third parties with respect to the bonds (or costs associated with the Series A Bonds as required under Section 15146(b)(1)(D) of the California Education Code), (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

**WHEREAS**, in compliance with California Government Code Section 5852.1 and California Education Code Section 15146(b)(1)(D), the Governing Board has obtained from Dale Scott & Company, as financial advisor under California Education Code Section 15146(b)(1)(C) and as municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the “Municipal Advisor”) and from the Underwriter, the required good faith estimates, including the costs associated with the Series A Bonds, and such estimates are disclosed and set forth on Exhibit A attached hereto; and

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

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

**WHEREAS**, the District desires that the County levy and collect a tax on all taxable property within the District sufficient to provide for payment of the Series A Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors of the County, the Auditor-Controller of the County, the Treasurer-Tax Collector of the County and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of principal of and interest on the Series A Bonds, all pursuant to Sections 15250 and 15251 of the California Education Code; and

**WHEREAS**, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District

is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of the Vallecito Union School District, as follows:

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

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

**“Auditor-Controller”** means the Auditor-Controller of the County or any authorized deputy thereof.

**“Authorized Officers”** means the President of the Governing Board, or such other member of the Governing Board as the President may designate, the Superintendent of the District and the Chief Business Official of the District, or such other officer or employee of the District as the Superintendent may designate.

**“Board of Supervisors”** means the Board of Supervisors of the County.

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

**“Bonds”** means all bonds, including refunding bonds, of the District heretofore or hereafter issued pursuant to voter approved measures of the District, including bonds approved by the voters of the District on November 4, 1997 and November 3, 2020, and pursuant to the Bond Measure, as all such Bonds are required by State law to be paid from the interest and sinking fund.

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

**“Code”** means the Internal Revenue Code of 1986.

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

**“County”** means the County of Calaveras.

**“District”** means the Vallecito Union School District.

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

**“Governing Board”** means the Governing Board of the District.

**“Interest Payment Date”** means February 1 and August 1 of each year, commencing on February 1, 2023, or such other dates as may be set forth in the Bond Purchase Agreement.

**“Investment Agreement”** shall have the meaning set forth in Section 16 hereof.

**“Municipal Advisor”** means Dale Scott & Company, as financial advisor to the District under California Education Code Section 15146(b)(1)(C) and as municipal advisor to the District under Section 15B of the Securities Exchange Act of 1934.

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

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

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

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

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

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

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

**“Series A Bonds”** means the bonds authorized and issued pursuant to this Resolution, in one or more series or subseries, designated the “Vallecito Union School District (Calaveras County, California) General Obligation Bonds, Election of 2018, Series A,” with such additional or other series or subseries designations as may be approved as herein provided.

**“State”** means the State of California.

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

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

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

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

**“Underwriter”** means RBC Capital Markets, LLC, as underwriter.

**Section 3. Authorization and Designation of Bonds.** Subject to the authorization of the District by the Board of Supervisors of the County to issue and sell the Series A Bonds without the further action of the Board of Supervisors pursuant to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code, which authorization is hereby respectfully requested, the Series A Bonds described herein are being issued pursuant to the authority of Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable provisions of law, including applicable provisions of the California Education Code. The Governing Board hereby authorizes the issuance and sale, by a negotiated sale, of not to exceed \$11,000,000 aggregate principal amount of Series A Bonds. The Series A Bonds may be issued in one or more series or subseries and shall be designated “Vallecito Union School District (Calaveras County, California) General Obligation Bonds, Election of 2018, Series A,” with appropriate additional or other series or subseries designations as approved by an Authorized Officer. The proceeds of the Series A Bonds, exclusive of any premium and accrued interest received by the District (except for any such premium applied to pay the Notes pursuant to the Escrow Agreement in accordance with Section 15150 of the California Education Code), shall be applied to pay the Notes and finance additional projects authorized under the Bond Measure.

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

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

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

the Series A Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

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

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

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

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

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

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

**Section 6. Payment of Bonds.** (a) *Request for Tax Levy.* The money for the payment of principal, redemption premium, if any, and interest on the Series A Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the interest and sinking fund of the District. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all

principal and interest coming due on the Series A Bonds in such year, and to pay from such taxes all amounts due on the Series A Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the Series A Bonds, and to pay the principal, redemption premium, if any, and interest thereon, and all fees and expenses of the Paying Agent, insofar as permitted by law, including specifically by Section 15232 of the California Education Code, as and when the same become due.

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

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

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

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

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

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

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

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

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

(d) *Notice of Redemption.* Notice of any redemption of the Series A Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 20 nor more than 60 days prior to the



redemption date (i) by first class mail to 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 Certificate.

Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Series A Bonds and the date of issue of the Series A Bonds; (iii) the redemption date; (iv) the redemption price; (v) the series of Series A Bonds and the dates of maturity or maturities of Series A Bonds to be redeemed; (vi) if less than all of the Series A Bonds of a series of any maturity are to be redeemed, the distinctive numbers of the Series A Bonds of each maturity of such series to be redeemed; (vii) in the case of Series A Bonds of a series redeemed in part only, the respective portions of the principal amount of the Series A Bonds of each maturity of such series to be redeemed; (viii) the CUSIP number, if any, of each maturity of Series A Bonds of a series to be redeemed; (ix) a statement that such Series A Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Series A Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

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

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

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

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

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

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

(i) *Unclaimed Monies.* Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Series A Bonds and remaining unclaimed for two years after the principal of all of the Series A Bonds has become due and payable (whether by

maturity or upon prior redemption) shall be transferred to the interest and sinking fund of the District for payment of any outstanding Bonds of the District payable from the fund; or, if no such Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

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

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

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

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

(e) *Merger or Consolidation.* Any bank, national banking association or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national banking association or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national banking association or trust

company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, national banking association or trust company shall be eligible under subsection (b) of this Section shall be the successor to such Paying Agent, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

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

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

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

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

(b) *Transfers.* In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Series A Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Series A Bond for each maturity shall be executed and delivered (in the aggregate principal amount of such Series A Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Series A Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Series A Bonds shall be executed and delivered in such denominations, numbered in

the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and thereafter, the Series A Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof; provided, however, that the Paying Agent shall not be required to deliver such new Series A Bonds within a period of less than 60 days after the receipt of any such written request of the District.

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

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

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

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

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

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

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

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

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

**Section 11. Bond Purchase Agreement; Sale of Bonds.** (a) *Bond Purchase Agreement.* The form of Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (a) the true interest cost for the Series A Bonds shall not be in excess of 5.00%, (b) the interest rates on the Series A Bonds shall not exceed 8.00% per annum, (c) the ratio of total debt service to principal of the Series A Bonds shall not exceed four to one, (d) the Underwriter's discount for the sale of Series A Bonds shall not exceed 0.60% of the principal amount of such Series A Bonds (exclusive of any costs of issuance the Underwriter contracts to pay), and (e) the Series A Bonds shall otherwise conform to the limitations specified herein.

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

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

(c) *Reserves and Capitalized Interest.* In accordance with subsections (i) and (j) of Section 15146 of the California Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in the interest and sinking fund of the District proceeds of sale

of the Series A Bonds (in addition to any premium or accrued interest received) to fund (i) an annual reserve permitted by Section 15250 of the California Education Code, and/or (ii) capitalized interest in an amount not exceeding the interest scheduled to become due on the Series A Bonds for a period of two years from the date of issuance of the Series A Bonds, as shall be set forth in the Bond Purchase Agreement, if any such a deposit is deemed by the Authorized Officer executing the same to be in the best interests of the District.

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

(e) *Costs of Issuance.* In accordance with subsection (h) of Section 15146 of the California Education Code, to the extent not contracted to be paid by the Underwriter, the Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by a bank, national banking association or trust company meeting the qualifications necessary to be a paying agent set forth in Section 8, as cost of issuance administrator, proceeds of sale of the Series A Bonds (exclusive of any premium or accrued interest received) in an amount not exceeding 2.00% of the principal amount of the Series A Bonds sold, as shall be set forth in the Bond Purchase Agreement, for the purposes of paying the costs associated with the issuance of the Series A Bonds.

**Section 12. Escrow Agreement.** The Escrow Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Escrow Agreement in substantially said form, 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 Escrow Agreement by such Authorized Officer.

**Section 13. Continuing Disclosure Certificate.** The Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 to be satisfied, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

**Section 14. Preliminary Official Statement.** The Preliminary Official Statement to be distributed in connection with the public offering of the Series A Bonds, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions as may be approved by an Authorized Officer, is hereby approved, and the use of such Preliminary Official Statement in connection with the offering and sale of the Series A Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12). If and to the extent it is necessary to make substantial changes to the Preliminary Official Statement prior to the offering and sale of the Series A Bonds, the use of the Preliminary Official Statement in connection with the offering and sale of the Series A Bonds, and the certification of its finality within the meaning of Rule 15c2-12 by an Authorized Officer, shall follow the distribution to the Governing Board of a revised draft of the Preliminary Official Statement with accompanying directions and instructions to members of the Governing Board to review the revised Preliminary Official Statement and provide comments to such Authorized Officer.

**Section 15. Official Statement.** The preparation and delivery of an Official Statement with respect to the Series A Bonds, and its use by the Underwriter in connection with the offering and sale of the Series A Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Series A Bonds with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement with respect to the Series A Bonds and any amendment or supplement thereto and thereupon to cause such final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

**Section 16. Investment of Proceeds.** (a) *Deposit of Proceeds.* As provided in subsection (g) of Section 15146 of the California Education Code, (i) except as permitted by subsection (h) of Section 15146 of the California Education Code, the proceeds of the sale of the Series A Bonds, exclusive of any premium or accrued interest received by the District, except for amounts applied to pay the Notes pursuant to the Escrow Agreement in accordance with Section 15150 of the California Education Code, shall be deposited in the County treasury to the credit of the building fund of the District, (ii) the proceeds deposited in the building fund of the District shall be drawn out as other school moneys are drawn out, and (iii) the bond proceeds withdrawn shall not be applied to any purposes other than those for which the Series A Bonds were issued. In accordance with subsection (g) of Section 15146 of the California Education Code, at no time shall the proceeds of the Series A Bonds be withdrawn by the District for investment outside the County treasury. Amounts in the building fund of the District shall be invested so as to be available for the aforementioned disbursements and the District shall keep a written record of such disbursements. Pursuant to subsection (g) of Section 15146 of the California Education Code, any premium or accrued interest received by the District from the sale of the Series A Bonds, except for amounts applied to pay the Notes pursuant to the Escrow Agreement in accordance with Section 15150 of the California Education Code, shall be deposited in the interest and sinking fund of the District.



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

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

**Section 17. Tax Covenants.** (a) *General.* The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on any Tax-Exempt Series A Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate to be executed by the District on the date of issuance of any Tax-Exempt Series A Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Series A Bonds.

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

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

**Section 18. Professional Services.** Dale Scott & Company shall serve as Municipal Advisor to the District for the Series A Bonds. Orrick, Herrington & Sutcliffe LLP shall serve as bond counsel and disclosure counsel to the District for the Series A Bonds. RBC Capital Markets, LLC shall serve as Underwriter for the Series A Bonds.

**Section 19. Delegation of Authority.** The Authorized Officers are, and each of them is, hereby authorized and directed, jointly and severally, to execute and deliver, for and on behalf of the District, any and all agreements, documents, certificates and instruments, and to do and cause to be done any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation negotiating the terms of the insurance policy, if any, referred to herein.

**Section 20. Approval of Actions.** All actions heretofore taken by the officers, employees and agents of the District with respect to the issuance and sale of the Series A Bonds, or in connection with or related to any of the agreements, documents, certificates or instruments referred to herein, are hereby approved, confirmed and ratified.

**Section 21. Debt Management Policy; Notice to California Debt and Investment Advisory Commission.** With the passage of this Resolution, the Governing Board hereby certifies that the Debt Management Policy complies with California Government Code Section 8855(i), and that the Series A Bonds authorized to be issued pursuant to this Resolution are consistent with such policy, and instructs Bond Counsel, on behalf of the District, with respect to each series of Series A Bonds issued pursuant to this Resolution, (a) to cause notices of the proposed sale and final sale of the Series A Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855, and (b) to check, on behalf of the District, the “Yes” box relating to such certifications in the notice of proposed sale filed pursuant to California Government Code Section 8855.

**Section 22. Electronic Signatures; DocuSign.** The Governing Board hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

**Section 23. Filing with County.** The Superintendent, or such other officer or employee of the District as the Superintendent may designate, is hereby authorized and directed to report to the Auditor-Controller of the County the final terms of sale of the Series A Bonds, and to file with the Auditor-Controller and with the Treasurer of the County a copy of the executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of and payment of interest on the Series A Bonds, and to file with the Treasurer of the County a proposed schedule of draws on the building fund of the District, and this Resolution shall serve as the notice required to be given by Section 15140(c) of the California Education Code and as the District’s request to the Auditor-Controller of the County and the Board of Supervisors of the County to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Series A Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the Series A Bonds, to pay in a timely manner to the Paying Agent on

behalf of the Owners of the Series A Bonds the principal, interest, and premium, if any, due on the Series A Bonds in each year, and to create in the County treasury to the credit of the District a building fund and an interest and sinking fund pursuant to Section 15146 of the California Education Code.

**Section 24. Contract with Bondholders.** The provisions of this Resolution shall be a contract with each and every owner of Bonds and the duties of the District and of the Governing Board and the officers of the District shall be enforceable by any owner of Bonds by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

**Section 25. Amendments.** This Resolution may be modified or amended without the consent of the Owners (a) to add to the covenants and agreements of the District in this Resolution contained other covenants and agreements thereafter to be observed or to surrender any right or power herein reserved to or conferred upon the District, (b) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Resolution, (c) to permit the qualification of this Resolution under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, (d) to cause interest on any Tax-Exempt Series A Bonds to be excludable from gross income for purposes of federal income taxation by the United States of America; and (e) in any other respect whatsoever as the District may deem necessary or desirable, provided that such modification or amendment does not, as set forth in a written certificate of the District, materially adversely affect the interests of the Owners hereunder. For any other purpose, this Resolution may be modified or amended only with the consent of the Owners of a majority of the aggregate principal amount of all Series A Bonds then outstanding; provided that any such modification or amendment to Section 6(f) or Section 24 shall require the consent of the owners of a majority of the aggregate principal amount of all Bonds then outstanding. No such modification or amendment shall extend the maturity of, reduce the interest rate or redemption premium on or principal amount of any Series A Bond or reduce the percentage of consent required for amendment hereof without the express consent of all the owners so affected.

**Section 26. Indemnification of County.** The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (“Indemnified Parties”), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of any resolution by the Board of Supervisors of the County authorizing the District to issue and sell the Series A Bonds without the further action of the Board of Supervisors pursuant to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

**Section 27. Effective Date.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND ADOPTED** this day, April 20, 2022.

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President of the Governing Board of the  
Vallecito Union School District

ATTEST:

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Secretary of the Governing Board of the  
Vallecito Union School District

## EXHIBIT A

### GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Series A Bonds in compliance with Section 15146(b)(1)(D) of the California Education Code and Section 5852.1 of the California Government Code. Such good faith estimates have been provided to the District by Dale Scott & Company, as the District's financial advisor under California Education Code Section 15146(b)(1)(C) and the District's municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the "Municipal Advisor"), and by RBC Capital Markets, LLC, the underwriter of the Series A Bonds (the "Underwriter").

*Principal Amount.* The Municipal Advisor and the Underwriter have informed the District that, based on the District's financing plan and market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the aggregate principal amount of the Series A Bonds to be sold in a public offering is \$11,000,000.00 (the "Estimated Principal Amount").

*True Interest Cost of the Series A Bonds.* The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series A Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the Series A Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series A Bonds, is 3.07%.

*Finance Charge of the Series A Bonds.* The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series A Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the Series A Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Series A Bonds), is \$220,057, as follows:

a)	Underwriter's Discount	\$ 55,000
b)	Credit Enhancement	N/A*
c)	Bond Counsel and Disbursements	45,000
d)	Disclosure Counsel and Disbursements	25,000
e)	Municipal Advisor and Disbursements	68,500
f)	Rating Agency	19,000
g)	Other Expenses	7,557

\* A municipal bond insurance policy with respect to the Series A Bonds is not expected to be obtained.

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

the Series A Bonds, less the finance charge of the Series A Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Series A Bonds, is \$11,692,127.

*Total Payment Amount.* The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series A Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Series A Bonds, plus the estimated finance charge for the Series A Bonds, as described above, not paid with the proceeds of the Series A Bonds, calculated to the final maturity of the Series A Bonds, is \$15,873,869.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Series A Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates for a variety of reasons, including, without limitation, due to (a) the market conditions prevailing on the actual date of the sale of the Series A Bonds being different than the market conditions prevailing at the time of preparation of the estimates contained herein, (b) the actual principal amount of Series A Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Series A Bonds being different than the amortization assumed for purposes of preparing the estimates contained herein, (d) the actual interest rates at which the Series A Bonds are sold being different than those estimated for purposes of preparing the estimates contained herein, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Series A Bonds and the actual principal amount of Series A Bonds sold will be determined by the District based on the need for project funds and other factors. The actual interest rates borne by the Series A Bonds will depend on market conditions at the time of sale thereof. Market conditions, including, without limitation, interest rates are affected by economic and other factors beyond the control of the District, the Municipal Advisor and the Underwriter. The Governing Board has approved the issuance of the Series A Bonds with a maximum true interest cost of 5.00%.

**EXHIBIT B**

**FORM OF SERIES A BOND**

**Number** **UNITED STATES OF AMERICA** **Amount**  
**R-\_\_** **STATE OF CALIFORNIA** **\$ \_\_\_\_\_**  
**COUNTY OF CALAVERAS**

**VALLECITO UNION SCHOOL DISTRICT  
(CALAVERAS COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES A**

Maturity Date      Interest Rate      Dated as of      CUSIP No.  
August 1, 20\_\_      \_\_\_\_%      \_\_\_\_\_, 2022      \_\_\_\_\_

Registered Owner:      CEDE & CO.

Principal Amount:      \_\_\_\_\_ DOLLARS

Vallecito Union School District, County of Calaveras, State of California (the "District"), acknowledges itself obligated to and promises to pay to the Registered Owner identified above or registered assigns, on the Maturity Date set forth above or upon prior redemption hereof, the Principal Amount specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless this bond is authenticated after the close of business on a Record Date (as defined herein) and on or prior to the succeeding interest payment date, in which event it shall bear interest from such interest payment date, or unless this Bond is authenticated on or before \_\_\_\_\_ 15, 20\_\_, in which event it shall bear interest from the date hereof) at the Interest Rate per annum stated above, payable commencing on \_\_\_\_\_ 1, 20\_\_, and thereafter on February 1 and August 1 in each year, until payment of the Principal Amount. This Bond is issued pursuant to a Resolution adopted by the Governing Board of the District on April 20, 2022 (the "Resolution"). Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The principal hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of U.S. Bank Trust Company, National Association, the paying agent/registrars and transfer agent of the District (the "Paying Agent"). Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the Registered Owner hereof as of the close of business on the 15<sup>th</sup> day of the month preceding an interest payment date (the "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed to such Registered Owner at the owner's address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of bonds aggregating at least \$1,000,000 in principal amount, interest will be paid by wire transfer in immediately available funds to an account maintained in

the United States as specified by the Registered Owner in such request. So long as Cede & Co. or its registered assigns shall be the Registered Owner of this Bond, payment shall be made in immediately available funds as provided in the Resolution hereinafter described.

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$ \_\_\_\_\_, and designated as “Vallecito Union School District (Calaveras County, California) General Obligation Bonds, Election of 2018, Series A” (the “Bonds”). The Bonds were authorized by a vote of at least 55% percent of the voters voting at an election duly and legally called, held and conducted in the District on November 6, 2018. The Bonds are issued and sold by the Governing Board of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and of the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated \_\_\_\_\_, 2022 (the “Bond Purchase Agreement”), by and between the District and RBC Capital Markets, LLC, as underwriter.

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

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

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

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

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



payment of principal of, premium, if any, and interest hereon, shall be raised by taxation upon the taxable property of the District.

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

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

**IN WITNESS WHEREOF**, the Governing Board of the Vallecito Union School District, County of Calaveras, State of California, has caused this bond to be signed by its President and countersigned by the Clerk of said Board, as of the date set forth above.

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President of the Governing Board of the  
Vallecito Union School District

Countersigned:

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Clerk of the Governing Board of the  
Vallecito Union School District

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

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

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

By: \_\_\_\_\_  
Authorized Officer

**ASSIGNMENT**

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

\_\_\_\_\_  
I.D. Number

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

Dated: \_\_\_\_\_

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

**SECRETARY'S CERTIFICATE**

I, Tom Hoskins, Secretary of the Governing Board of the Vallecito Union School District, County of Calaveras, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of said District conducted by teleconference on April 20, 2022, and entered in the minutes thereof, of which meeting all of the members of the Governing Board had due notice and at which a quorum thereof was acknowledged, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours before the meeting at 4545B Moran Road, Avery, California, a location freely accessible to members of the public, and on the District's website at [https://www.vallecitok12.com/apps/pages/index.jsp?uREC\\_ID=1531207&type=d&pREC\\_ID=1664329](https://www.vallecitok12.com/apps/pages/index.jsp?uREC_ID=1531207&type=d&pREC_ID=1664329), and a brief description of the resolution appeared on the agenda.

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

Dated: \_\_\_\_\_, 2022

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Secretary of the Governing Board of  
Vallecito Union School District

§[\_\_\_\_\_]  
**VALLECITO UNION SCHOOL DISTRICT  
(CALAVERAS COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES A**

**BOND PURCHASE AGREEMENT**

[SALE DATE], 2022

Vallecito Union School District  
4545 Moran Road  
Avery, California 95224

The undersigned, RBC Capital Markets, LLC (the “Underwriter”), acting on its own behalf and not as a fiduciary or agent of any other party, hereby offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with the Vallecito Union School District (the “District”) which, upon the acceptance hereof, will be binding upon the District and the Underwriter. By execution of this Purchase Agreement, the District acknowledges the terms hereof and recognizes that it will be bound by certain of the provisions hereof, and to the extent binding on the District, acknowledges and agrees to such terms. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at or prior to 11:59 PM, California time, on the date hereof.

**Section 1. Purchase and Sale of the Bonds.** (a) 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 reoffering to the public and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the \$[\_\_\_\_\_] aggregate principal amount of the Vallecito Union School District (Calaveras County, California) General Obligation Bonds, Election of 2018, Series A (the “Bonds”).

(b) The Underwriter shall purchase the Bonds at a price of \$[\_\_\_\_\_] (the “Purchase Price”). From the Purchase Price, the Underwriter shall withhold and hereby agrees to wire on the Closing (as defined below), in immediately available funds to U.S. Bank Trust Company, National Association, as escrow bank (the “Escrow Bank”), the amount of \$[\_\_\_\_\_] to pay the District’s outstanding Vallecito Union School District (Calaveras County, California) General Obligation Bond Anticipation Notes, Election of 2018, Series 2019 (the “Prior Notes”). The remaining amount of the Purchase Price (\$[\_\_\_\_\_]), shall be paid by wire transfer to or upon the order of the County of Calaveras (the “County”) on behalf of the District on the Closing.

(c) The District acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the District and the Underwriter; (ii) the Underwriter is acting solely as underwriter and principal in connection with the matters contemplated by and with respect to all communications under this

Purchase Agreement, including the process leading thereto, and is not acting as the agent or fiduciary of the District or as Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) of the District and its advisors in connection with the matters contemplated by this Purchase Agreement, regardless of whether the Underwriter or any affiliates thereof have provided or are providing other services to the District; (iii) the Underwriter has financial and other interests that differ from those of the District; (iv) the Underwriter has neither assumed an advisory or 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, or any affiliate of 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 Purchase Agreement; and (v) in connection with the purchase and sale of the Bonds, the District has consulted its own financial, legal and other advisors to the extent it has deemed appropriate. The District also acknowledges that it previously received from the Underwriter a letter regarding the Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 Disclosures, and that it has provided to the Underwriter an acknowledgement of such letter.

**Section 2. The Bonds.** (a) The Bonds shall be dated their date of delivery. The Bonds shall be issued in the principal amounts, shall bear interest at the rates, with the yield to maturity or redemption (as applicable), shall be subject to redemption, and shall mature on the dates and in the years all as set forth in Exhibit A hereto, which is incorporated herein by this reference. The Bonds shall be issued in fully registered form, in the authorized denominations of \$5,000 or any integral multiple thereof. The Bonds shall bear interest payable from the date thereof and such interest shall be payable on each February 1 and August 1, commencing February 1, 2023. The Bonds shall be in definitive form, shall bear CUSIP numbers, and shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”).

(b) The Bonds shall be issued and secured pursuant to the provisions of the Resolution of the Governing Board of the District (the “Governing Board”) adopted on April 20, 2022 (the “Resolution”), this Purchase Agreement and Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the Government Code (the “Act”). The Bonds were authorized under and pursuant to a bond authorization approved by more than 55% of the voters of the District voting at an election held on November 6, 2018 (the “Election”) approving an amount not more than \$11,000,000 of general obligation bonds of the District. The Bonds are being issued (i) to pay the District’s outstanding Prior Notes, (ii) to finance additional projects authorized by voters at the Election, and (iii) to pay costs of issuance relating to the issuance of the Bonds, all as further described in the Preliminary Official Statement (defined herein). Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Resolution.

(c) A portion of the proceeds of the Bonds will be deposited in an escrow fund established under Escrow Agreement, dated as of [\_\_\_\_\_] 1, 2022 (the “Escrow Agreement”), by and between the District and the Escrow Bank, relating to the Prior Notes.

(d) In order to assist the Underwriter with compliance with Rule 15c2-12 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended (the “Rule”), the District will enter into the Continuing Disclosure Certificate, dated the date of Closing (the “Continuing Disclosure Certificate”).

(e) This Purchase Agreement, the Resolution, the Escrow Agreement and the Continuing Disclosure Certificate are collectively referred to herein as the “District Documents.”

(f) The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Resolution.

**Section 3. Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement (defined below), the Official Statement (defined below), the Resolution and the Continuing Disclosure Certificate, and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

**Section 4. Public Offering of the Bonds.** The Underwriter agrees to make a bona fide initial public offering of all the Bonds at prices no higher than, or yields not lower than, those set forth on Exhibit A hereto. Subsequent to such initial public offering but subject to the provisions set forth in Section 5 below, the Underwriter reserves the right to lower such initial offering prices as the Underwriter deems necessary in connection with the marketing of the Bonds; provided, however, that the Underwriter shall not change the interest rates set forth in Exhibit A. Subject to the provisions set forth in Section 5 below, the Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial public offering price or prices set forth on Exhibit A hereto. The Underwriter also reserves the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

**Section 5. Establishment of Issue Price.** (a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District’s municipal advisor, Dale Scott & Company (the “Municipal Advisor”), and any notice or report to be provided to the District may be provided to the District’s Municipal Advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the District will treat the first price (meaning single) 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 Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. Unless the hold-the-offering-price rule (described below) applies, that reporting obligation shall

continue, whether or not the date of Closing (as defined herein) has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel (as defined herein). For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the 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 Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the end of the day immediately following the day of execution of this Purchase Agreement) and (ii) 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:

- (1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5<sup>th</sup>) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(i) (A) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the date of Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the



Underwriter, and (B) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(ii) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(iii) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) 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 that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the date of Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) 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 (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) “sale date” means the date of execution of this Purchase Agreement by all parties.

**Section 6. Official Statement.** (a) The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated [\_\_\_\_\_], 2022 (as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the “Preliminary Official Statement”). The District represents that it deems the Preliminary Official Statement to be final as of its date, except for either revisions or additions to the offering price(s), interest rate(s), yield(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to the Rule. By the execution of this Purchase Agreement, the District ratifies the use by the Underwriter of the Preliminary Official Statement.

(b) The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto, and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, being herein called the “Official Statement”) in such quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB; provided, however, that the failure of the District to comply with this requirement due solely to the acts of the Underwriter, its counsel or agents, shall not be considered cause for the Underwriter to refuse to accept delivery of and pay for the Bonds. The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt

means) not later than the first business day following the date upon which each such request is received.

(c) The Underwriter agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system.

(d) Each party hereto agrees that it will notify the other party hereto if, within the period from the date of this Purchase Agreement to and including the date which is 25 days following the End of the Underwriting Period (as hereinafter defined), such party discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case which might cause the Official Statement (as the same may have been theretofore supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the written opinion of the District or the Underwriter, the preparation and publication of a supplement or amendment to the Official Statement is, as a result of such fact or event (or any other event which becomes known to the District or the Underwriter during such period), necessary so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall, at its expense, supplement or amend the Official Statement in such a manner so that the Official Statement, as so supplemented or amended, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and furnish copies of such supplement or amendment to the Underwriter in such numbers as the Underwriter may reasonably request. The District and the Underwriter agree that they will cooperate in the preparation of any such amendment or supplement. As used herein, the term "End of the Underwriting Period" means the later of such time as (i) the District delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "End of the Underwriting Period" shall be deemed to be the date of Closing. Any notice delivered pursuant to this provision shall be written notice delivered to the District at or prior to the date of Closing, and shall specify a date (other than the date of Closing) to be deemed the End of the Underwriting Period.

**Section 7. Closing.** At 9:00 a.m., California time, on [\_\_\_\_\_], 2022, or at such other time or on such other date as shall have been mutually agreed upon by the parties hereto (the "Closing"), the District will direct U.S. Bank Trust Company, National Association, as the paying agent (the "Paying Agent") to deliver to the Underwriter, through the facilities of DTC, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed, and shall cause the other documents hereinafter mentioned to be delivered at the offices of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") in Irvine, California. Upon fulfillment of all conditions to Closing herein, the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds (by wire transfer or such other manner of payment as the Underwriter and the District shall reasonably agree upon) to the account of the District.

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

(a) The District is a school district duly organized and validly existing under the laws of the State of California (the "State"), with the power to issue the Bonds under the laws of the State and pursuant to the Act;

(b) (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the Resolution was duly adopted at a meeting of the Governing Board, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption, and the Resolution has not been amended, modified or rescinded, (iii) the District has full legal right, power and authority to enter into this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, to adopt the Resolution, to issue and to deliver the Bonds to the Underwriter, to perform its obligations under each such document or instrument and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Escrow Agreement and the Resolution; (iv) the execution and delivery or adoption of and the performance by the District of the obligations represented by, the Bonds, the Resolution, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (v) this Purchase Agreement constitutes, and, when executed and delivered, each of the Escrow Agreement and the Continuing Disclosure Certificate will constitute, a valid and legally binding obligation of the District, enforceable against the District in accordance with its terms; and (vi) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement;

(c) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained;

(d) The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds;

(e) As of the time of acceptance hereof and as of the time of the Closing, the District is not and will not be, in any manner which would adversely affect the transactions contemplated hereby and by the Resolution, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would adversely affect the transactions contemplated hereby and by the Resolution, a default or event of default under any such instrument; and, as of such times, to the best knowledge of the District, the issuance of the Bonds, the execution, delivery and performance of this Purchase Agreement, the Resolution, the

Continuing Disclosure Certificate and the Bonds and the compliance with the provisions hereof and thereof and of the Resolution do not conflict with or constitute on the part of the District a violation of, or material default under, any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject;

(f) Except as described in the Preliminary Official Statement and the Official Statement, as of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending (in which service of process has been completed against the District) or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices of the District or the titles of the officials of the District to such offices; (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the levy of any taxes contemplated by the Resolution or the pledge thereof to the payment of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate or the Resolution or contesting the powers of the District or its authority with respect to the Bonds, the Continuing Disclosure Certificate, the Resolution or this Purchase Agreement; (iii) contesting the completeness or accuracy of the Preliminary Official Statement; or (iv) except as disclosed in the Preliminary Official Statement and the Official Statement, in which a final adverse decision could (A) result in any material adverse impact on the financial condition of the District, (B) materially adversely affect the finances or operations of the District or the consummation of the transactions contemplated by this Purchase Agreement, the Continuing Disclosure Certificate or the Resolution, (C) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (D) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes or the exemption of such interest on the Bonds from California personal income taxation;

(g) Preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly authorized by the Governing Board of the District, and the information contained therein (excluding the statements and information relating to the book entry system and any information provided by the Underwriter, and so identified as source thereof, for inclusion in the Official Statement) is true and correct in all material respects and such information does 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, except that no representation and warranty is made concerning statements and information relating to the book entry system or any information provided by the Underwriter, and so identified as source thereof, for inclusion in the final Official Statement;

(h) The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement contain, and up to and including the Closing will contain, no material

misstatement of any material fact and do not, and up to and including the Closing will not, omit to state any material fact necessary to make the statements contained therein, in light of the circumstances in which such statements were made, not misleading. At the time of the Closing, there shall not have been any material adverse changes in the financial condition of the District since the date of the Official Statement;

(i) The District agrees that if at any time before the Closing any event occurs as a result of which the Official Statement as then in effect would include any untrue statement of a material fact or omit to state any fact necessary to make the statements made therein not misleading in any material respect, the District shall promptly prepare an amendment or supplement that will correct such statement or omission. The District will advise the Underwriter promptly of any proposal to so amend or supplement the Official Statement and will effect such amendment or supplement in a form and manner approved by the Underwriter;

(j) The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(k) To assist the Underwriter in complying with the Rule, the District will undertake, pursuant to the Resolution and the Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement;

(l) Except as disclosed in the Preliminary Official Statement and the Official Statement, in the preceding five years, the District has not failed to comply in all material respects with any previous undertakings with regard to the Rule to provide annual reports or notices of enumerated events required by such undertakings;

(m) Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District nor any entity or person on behalf of the District and at the request of the District will have issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement;

(n) The District agrees to take all steps required by law and by the County to ensure that the Board of Supervisors of the County annually levies a tax upon all taxable property in the District sufficient to pay the principal of and interest on the Bonds as and when the same become due;

(o) The audited financial statements of the District for the fiscal year ended June 30, 2021, were prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial position and results of operation of the District for the period and at the date set forth therein, and there has been no material adverse change in the business, affairs, financial position, results of operations or condition, financial or otherwise, of the District since the date of such financial statements, except as otherwise disclosed in the Official

Statement, and no further consent is required to be obtained for the inclusion of such audited financial statements, including the accompanying accountant's letter, in the Preliminary Official Statement and the Official Statement;

(p) The District has not received a qualified or negative certification in its most recent interim report pursuant to Section 42130 *et seq.* of the California Education Code; and

(q) Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

**Section 9. Conditions to Closing.** (a) The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(1) 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, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;

(2) At the time of the Closing, (A) the Official Statement, this Purchase Agreement, the Continuing Disclosure Certificate and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the parties hereto; (B) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (C) the District shall perform or has performed all of its obligations required under or specified in the Resolution, this Purchase Agreement or the Official Statement to be performed at or prior to the Closing;

(3) No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), and no action, suit, proceeding, hearing or investigation, shall be pending (in which service of process has been completed against the District) or, to the best knowledge of the District, threatened (either in state or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds, the Continuing Disclosure Certificate, the Escrow Agreement or this Purchase Agreement, or (C) in any way contesting the existence or powers of the District, or contesting in any way the completeness or accuracy of the Official Statement;

(4) Between the date hereof and the Closing, the market price for the Bonds, or the market for or marketability or the ability of the Underwriter to enforce contracts for the

sale of the Bonds at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected, in the reasonable judgment of the Underwriter, by reason of any of the following:

(i) legislation enacted by the Congress of the United States, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States (by press release, other form of notice or otherwise), or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(A) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the federal income tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof or State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof; or

(B) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Resolution is not exempt from qualification under the Trust Indenture Act of 1939, as amended;

(ii) the declaration of war or engagement in or escalation of major military hostilities by the United States or the occurrence or escalation of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial markets in the United States;

(iii) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue or a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(iv) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or a change to the net capital requirements of, the Underwriter;



(v) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(vi) the withdrawal or downgrading of any underlying rating or credit watch status or outlook of the District's outstanding indebtedness by a national rating agency or the occurrence of any adverse change of a material nature of the financial condition, results of operation or properties of the District;

(vii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; or

(viii) a material disruption in securities settlement, payment or clearance services or the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets.

(5) At or prior to the Closing, the Underwriter shall have received the following documents, in each case dated as of the date of Closing and satisfactory in form and substance to the Underwriter:

(i) An approving opinion of Orrick, Herrington & Sutcliffe LLP as Bond Counsel, substantially in the form attached as Appendix [C] to the Official Statement, relating to the Bonds, and addressed to the District;

(ii) A reliance letter from Bond Counsel to the effect that the Underwriter may rely upon the approving opinion described in (5)(i) above;

(iii) A supplemental opinion of Bond Counsel, addressed to the Underwriter, to the effect that (A) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended, (B) assuming due authorization, execution and delivery by all the parties thereto other than the District, the Continuing Disclosure Certificate, and this Purchase Agreement have each been duly executed and delivered by the District and constitute valid and binding obligations of the District, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, receivership, 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 governmental entities such as school districts or counties in the State of California (provided that no opinion need be rendered regarding the adequacy of the Continuing Disclosure Certificate for purposes of the Rule), and (C) statements contained in the Official Statement under the captions "THE SERIES A BONDS" [(excluding any and all information contained under the subheadings "- Authority for Issuance; Purpose," "- Application and Investment of Series A Bond Proceeds; Plan of Finance," "- Debt Service," "- Outstanding Bonds" and "- Aggregate Debt Service")] and "TAX MATTERS," excluding any material that may be treated as included under such captions by cross reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the Bonds and the Resolution, and the form and content of Bond Counsel's approving opinion, are accurate in all material respects;

(iv) A certificate signed by an appropriate official of the District, to the effect that (A) such official is authorized to execute this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, (B) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the Closing, (C) the District has complied with all the terms of the Resolution and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (D) no litigation is pending or, to the best of such official's knowledge, threatened (either in state or federal courts) (1) seeking to restrain or enjoin the execution, sale or delivery of any of the Bonds, (2) in any way contesting or affecting the authority for the execution, sale or delivery of the Bonds, the Continuing Disclosure Certificate, the Escrow Agreement or this Purchase Agreement, or (3) in any way contesting the existence or powers of the District, (E) such official has reviewed the Preliminary Official Statement and the Official Statement and on such basis certifies that the Preliminary Official Statement and the Official Statement do not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (F) each of the conditions listed in Section 9(a)(5) of this Purchase Agreement has been satisfied as of the Closing and the District is not aware of any other condition of this Purchase Agreement that has not been satisfied as of the Closing, and (G) the Bonds being delivered on the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution and this Purchase Agreement;

(v) Letters of Orrick, Herrington & Sutcliffe LLP, as disclosure counsel to the District ("Disclosure Counsel"), separately addressed to the District and the Underwriter, to the effect that, based on such counsel's participation in conferences with representatives of the County, the District, the District's Municipal Advisor, the Underwriter, Jones Hall, A Professional Law Corporation, as counsel to the Underwriter, and others, during which the contents of the Official Statement and related matters were discussed, and based on such counsel's participation in the

above-mentioned conferences (which did not extend beyond the date of the Official Statement), and in reliance thereon, on oral and written statements and representations of the District, the County and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the District and the Underwriter, as a matter of fact and not opinion, that, during the course of such counsel's engagement as disclosure counsel with respect to the Bonds, no facts came to the attention of such counsel's attorneys rendering legal services in connection with such representation with respect to the Bonds which caused such counsel to believe that the Official Statement as of its date and as of the date of Closing (except for any CUSIP numbers, financial, accounting, statistical, economic or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any management discussions and analysis, any information about relationships among the parties, The Depository Trust Company or its book-entry system, Cede & Co., litigation, ratings, rating agencies, the Municipal Advisor, the Underwriter or underwriting, any statements about compliance with prior continuing disclosure undertakings, and Appendices [ ], [ ] and [ ], included or referred to therein or omitted therefrom, as to which such counsel may expressly exclude from the scope of this paragraph and as to which such counsel may express no opinion or view) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading

(vi) The Continuing Disclosure Certificate and the Escrow Agreement signed by an appropriate official of the District and in form and substance reasonably satisfactory to the Underwriter;

(vii) A non-arbitrage certificate of the District with respect to the Bonds in form satisfactory to Bond Counsel;

(viii) A certificate of the Escrow Bank, signed by a duly authorized officer of the Escrow Bank, and in form and substance satisfactory to the Underwriter, to the effect that: (A) to the best of such officer's knowledge, the representations and agreements of the Escrow Bank in the Escrow Agreement are true and correct as of the date of Closing; (B) the Escrow Agreement has been duly authorized, executed and delivered and, assuming due execution by the other parties thereto, is enforceable against the Escrow Bank in accordance with its terms; and (C) no litigation is pending or, to such officer's knowledge, threatened (either in state or federal courts) in any way contesting or affecting any authority of the Escrow Bank for or in connection with its performance of the Escrow Agreement;

(ix) A report by Causey, Demgen & Moore P.C., verifying the arithmetical accuracy of the computation of projected receipts for and of payments to retire the Prior Notes (the "Verification Report");

(x) Evidence satisfactory to the Underwriter that any rating described in the Official Statement is in full force and effect as of the date of Closing;

(xi) A certificate, together with fully executed copies of the Resolution, of the District Clerk to the effect that:

(A) such copies are true and correct copies of the Resolution; and

(B) the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of Closing;

(xii) Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;

(xiii) An opinion of Jones Hall, A Professional Law Corporation, as counsel to the Underwriter, in form and substance acceptable to the Underwriter; and

(xiv) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence (A) compliance by the District and the Paying Agent with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, and (C) 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.

(b) If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. 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 by the Underwriter in writing at its sole discretion.

**Section 10. Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (a) the performance by the Underwriter of its obligations hereunder; and (b) the receipt by the District and the Underwriter of the opinions and certificates being delivered at the Closing by persons and entities other than the District.

**Section 11. Expenses.** (a) The Underwriter shall pay costs of issuance of the Bonds up to the amount of \$[ ], including but not limited to the following: (i) the fees and disbursements of Bond Counsel and Disclosure Counsel, and any other consultants to the District, including the District's Municipal Advisor; (ii) the cost of the preparation, printing and delivery of the Bonds; (iii) the fee for the Bond rating(s), including all necessary expenses for travel relating to such rating(s); (iv) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (v) the initial fees of the Paying Agent, the fees of the Escrow Bank, and related fees and expenses; (vi) the costs of the preparation of the Verification Report, and (vii)

all other fees and expenses incident to the issuance and sale of the Bonds. Any such expenses which exceed in the aggregate \$[ ] shall be paid by the District and may be paid from the proceeds of the Bonds.

(b) All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP Bureau registration fees, fee of Underwriter's Counsel, expenses for travel (except in connection with securing a rating on the Bonds or sale of the Bonds) and other expenses (except as provided above) shall be paid by the Underwriter.

(c) The District acknowledges that it has had an opportunity, in consultation with such advisors as it has deemed appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

**Section 12. Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Vallecito Union School District, 4545 Moran Road, Avery, California 95224, Attention: Chief Business Official, or if to the Underwriter, to RBC Capital Markets, LLC, 777 South Figueroa Street, Suite 850, Los Angeles, California 90017, Attention: Christen Gair, Managing Director.

**Section 13. Severability.** In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 14. Parties in Interest; Survival of Representations and Warranties.** This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or 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 Purchase Agreement.

**Section 15. Electronic Signature.** Each of the parties hereto agrees that the transaction consisting of this Purchase Agreement may be conducted by electronic means. Each party agrees and acknowledges that it is such party's intent, that if such party signs this Purchase Agreement using an electronic signature, it is signing, adopting and accepting this Purchase Agreement, and that signing this Purchase Agreement using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Purchase Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Purchase Agreement in a usable format.

**Section 16. Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

**Section 17. Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

**RBC CAPITAL MARKETS, LLC**

By: \_\_\_\_\_  
Authorized Representative

The foregoing is hereby agreed to  
and accepted:

**VALLECITO UNION SCHOOL  
DISTRICT**

By: \_\_\_\_\_

Date | Time: \_\_\_\_\_

**EXHIBIT A**

**MATURITY SCHEDULE**

\${\_\_\_\_\_}

**VALLECITO UNION SCHOOL DISTRICT  
(CALAVERAS COUNTY, CALIFORNIA)**

**GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES A**

\${\_\_\_\_\_} Serial Bonds

<u>Maturity (August 1),</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Test Satisfied*</u>	<u>10% Test Not Satisfied</u>	<u>Subject to Hold-The- Offering Price Rule</u>
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\${\_\_\_\_\_} [\_\_\_\_\_] % Term Bonds due August 1, 20[\_\_\_\_\_] – Yield [\_\_\_\_\_] % - Price [\_\_\_\_\_] % [10% Test Satisfied\*][10% Test Not Satisfied][Subject to Hold-The-Offering Price Rule]

\${\_\_\_\_\_} [\_\_\_\_\_] % Term Bonds due August 1, 20[\_\_\_\_\_] – Yield [\_\_\_\_\_] % - Price [\_\_\_\_\_] % [10% Test Satisfied\*][10% Test Not Satisfied][Subject to Hold-The-Offering Price Rule]

\* At the time of the execution of this Purchase Agreement and assuming orders are confirmed by the end of the day immediately following the day of execution of this Purchase Agreement.

<sup>c</sup> Yield to call at par on August 1, 20[\_\_\_\_\_].

**TERMS OF REDEMPTION**

**EXHIBIT B**

**CERTIFICATE OF THE UNDERWRITER**

RBC Capital Markets, LLC has acted as the Underwriter in connection with the sale and issuance by the Vallecito Union School District (the “Issuer”) of its \$[\_\_\_\_\_] Vallecito Union School District (Calaveras County, California) General Obligation Bonds, Election of 2018, Series A (the “Bonds”), being issued on the date hereof, and the Underwriter, based on information available to it, hereby certifies and represents the following:

**Issue Price.**

**[NOT USING HOLD THE PRICE]**

1. **[10% OF EACH MATURITY SOLD BY CLOSING]** As of the date hereof, the first price or yield at which at least 10% of each Maturity of the Bonds was sold by the Underwriter to the Public was the [Initial Offering Price/OR IF ACTUAL SALES AT OTHER THAN IOP price or yield set forth on Exhibit A to the Bond Purchase Agreement, dated [SALE DATE], 2022 (the “Purchase Agreement”), by and between the Underwriter and the Issuer.

OR

1. **[LESS THAN 10% OF CERTAIN MATURITIES SOLD BY CLOSING]** As of the date hereof, other than the Bonds listed on Exhibit A to the Bond Purchase Agreement, dated [SALE DATE], 2022 (the “Purchase Agreement”), by and between the Underwriter and the Issuer, as Subject-to-Hold-the-Offering-Price Rule (the “Undersold Maturities”), the first price or yield at which at least 10% of each Maturity of the Bonds was sold by the Underwriter to the Public was the [Initial Offering Price/OR IF ACTUAL SALES AT OTHER THAN IOP price set forth on Exhibit A attached to the Purchase Agreement.]

2. With respect to the Undersold Maturities, the Underwriter agrees to notify the Issuer in writing of the first price or yield at which at least 10% of each such Undersold Maturity is ultimately sold by the Underwriter to the Public as soon as practicable after such applicable sales have occurred. If all of an Undersold Maturity is sold to the Public but not more than 10% of the Undersold Maturity is sold by the Underwriter to the Public at any particular price or yield, the Underwriter agrees to notify the Issuer in writing of the amount of the Undersold Maturity sold by the Underwriter to the Public at each of the respective prices or yields at which the Undersold Maturity is sold to the Public.

**[USING HOLD THE PRICE]**

1. As of [SALE DATE], 2022 (the “Sale Date”), all of the Bonds were the subject of a bona fide offering to the Public at the Initial Offering Price.

[2. **[USING HOLD THE PRICE FOR A PORTION OF THE ISSUE]** As of the date hereof, other than the Bonds listed on Exhibit A to the Bond Purchase Agreement, dated [SALE DATE], 2022 (the “Purchase Agreement”), by and between the Underwriter and the Issuer, as Subject-to-Hold-The-Offering-Price Rule (the “Undersold Maturities”), the first price or yield



at which at least 10% of each Maturity of the Bonds was sold by the Underwriter to the Public was the respective [Initial Offering Price **OR IF ACTUAL SALES AT OTHER THAN IOP** price set forth on Exhibit A attached to the Purchase Agreement]. Attached hereto as Schedule 1 is a copy of the final pricing wire for each Undersold Maturity or an equivalent communication. With respect to the Undersold Maturities, as agreed to in writing by the Underwriter in the Purchase Agreement, the Underwriter has not offered or sold any of the Undersold Maturities to any person at a price higher than or a yield lower than the respective Initial Offering Price for a period of time starting on the Sale Date and ending on the earlier of (a) the date on which 10% of the respective Undersold Maturity was sold at one or more prices no higher than or yields no lower than the Initial Offering Price by the Underwriter or (b) the close of the fifth business day following the Sale Date.

2. **[USING HOLD THE PRICE FOR 100% OF THE ISSUE]**. As agreed to in writing by the Underwriter in the Purchase Agreement between the Issuer and the Underwriter dated [SALE DATE], 2022, the Underwriter has not offered or sold any Bond to any person at a price higher than or a yield lower than the respective Initial Offering Price for a period of time starting on the Sale Date and ending on the earlier of (a) the date on which 10% of the respective Undersold Maturity was sold at one or more prices no higher than or yields no lower than the Initial Offering Price by the Underwriter or (b) the close of the fifth business day following the Sale Date. Attached hereto as Schedule 1 is a copy of the final pricing wire for the Bonds or an equivalent communication.]

#### **Defined Terms.**

“Initial Offering Price” means the prices or yields set forth on the inside cover page of the Issuer’s Official Statement in respect of such Bonds dated [SALE DATE], 2022.

“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.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

“Related Party” means any entity if an Underwriter and such entity are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

“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 Underwriter 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 to which this certificate is included as Exhibit A and with respect to compliance with the federal income tax rules affecting the Bonds, and by Orrick, Herrington & Sutcliffe LLP, in connection with its opinion as to the exclusion of interest on the Bonds from federal gross income, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that 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. The Underwriter is certifying only as to facts in existence on the date hereof. Nothing herein represents the Underwriter's interpretation of any laws; in particular the Treasury Regulations under the Internal Revenue Code of 1986, or the application of any laws to these facts. 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.

The Underwriter agrees that this Certificate may be executed by electronic means, and further agrees and acknowledges that it is the Underwriter's intent (i) that, by the Underwriter signing this Certificate using an electronic signature, it is signing, adopting and accepting this Certificate, and (ii) that signing this Certificate using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Certificate on paper. The Underwriter acknowledges that it has been provided with an electronic or paper copy of this Certificate in a usable format.

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**ESCROW AGREEMENT**

**by and between**

**VALLECITO UNION SCHOOL DISTRICT**

**and**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**

**Dated as of [\_\_\_\_\_] 1, 2022**

**VALLECITO UNION SCHOOL DISTRICT  
(CALAVERAS COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BOND ANTICIPATION NOTES,  
ELECTION OF 2018, SERIES 2019**

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## ESCROW AGREEMENT

**THIS ESCROW AGREEMENT** (this “Escrow Agreement”), dated as of [\_\_\_\_\_] 1, 2022, is by and between the VALLECITO UNION SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (the “District”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as escrow bank (the “Escrow Bank”) and as Prior Trustee (as defined herein).

### W I T N E S S E T H:

**WHEREAS**, the District has heretofore issued the Vallecito Union School District General Obligation Bond Anticipation Notes, Election of 2018, Series 2019 (the “Prior Notes”) in the original aggregate initial principal amount of 10,795,879.30, maturing on August 1, 2022; and

**WHEREAS**, the Prior Notes were issued pursuant to an Indenture, dated as of June 1, 2019 (the “Indenture”), by and between the District and U.S. Bank National Association (now known as U.S. Bank Trust Company, National Association), as trustee (the “Prior Trustee”); and

**WHEREAS**, the District has determined that it is desirable to provide for the payment of the Prior Notes upon maturity on August 1, 2022 (the “Maturity Date”); and

**WHEREAS**, the Escrow Bank is the Prior Trustee under the Indenture; and

**WHEREAS**, in order to provide the funds necessary to provide for the payment of the Prior Notes on the Maturity Date, the District has issued \$[\_\_\_\_\_] aggregate principal amount of Vallecito Union School District (Calaveras County, California) General Obligation Bonds, Election of 2018, Series A (the “Series A Bonds”); and

**WHEREAS**, the Series A Bonds are issued pursuant to a resolution adopted by the Governing Board of the District on April 20, 2022; and

**WHEREAS**, the District has determined to apply a portion of the proceeds of the Series A Bonds for the purpose of providing the funds necessary to pay the Accreted Value of the Prior Notes on the Maturity Date;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the District and the Escrow Bank agree as follows:

**Section 1. Definitions.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed thereto in the Indenture for the Prior Notes.

**Section 2. The Escrow Fund.** (a) There is hereby established a fund (the “Escrow Fund”) to be held as an irrevocably pledged escrow by the Escrow Bank, which the Escrow Bank shall keep separate and apart from all other funds of the District and the Escrow Bank and which shall be applied solely as provided in this Escrow Agreement. The Escrow Fund is established for the purpose of defeasing and providing for the payment of the Prior Notes on the Maturity Date.

Pending application as provided in this Escrow Agreement, amounts on deposit in the Escrow Fund are hereby pledged and assigned solely to the payment of the Accreted Value of the Prior Notes on the Maturity Date, which amounts shall be held in trust by the Escrow Bank for the Owners of the Prior Notes.

(b) Upon the issuance of the Series A Bonds, there shall be deposited in the Escrow Fund \$[ ] received from the proceeds of the sale of the Series A Bonds.

(c) Upon the deposit of moneys pursuant to Section 2(b), the moneys on deposit in the Escrow Fund will be at least equal to an amount sufficient to purchase the aggregate principal amount of Defeasance Securities set forth in Exhibit A hereto (the "Exhibit A Securities"), which principal, together with all interest due or to become due on such Exhibit A Securities, and any uninvested cash held by the Escrow Bank in the Escrow Fund, will be sufficient to make the payment required by Section 4 hereof.

**Section 3. Use and Investment of Moneys.** (a) The Escrow Bank hereby acknowledges deposit of the moneys described in Section 2(b) and agrees to invest \$[ ] of such moneys in the Exhibit A Securities upon receipt of certification by a nationally recognized firm of independent certified public accountants that the Exhibit A Securities will mature in such principal amounts and earn interest in such amounts and, in each case, at such times, so that sufficient moneys will be available from the maturing principal and interest on the Exhibit A Securities, together with any uninvested moneys then held by the Escrow Bank in the Escrow Fund, to make all payments required by Section 4 hereof. Except as provided in Section 3(b) or Section 3(c), the balance of the moneys described in Section 2 in the amount of \$[ ] shall be held uninvested in the Escrow Fund.

(b) Upon the written request of the District, but subject to the conditions and limitations herein set forth, the Escrow Bank shall purchase substitute Defeasance Securities for the Defeasance Securities then held in the Escrow Fund with the proceeds derived from the sale, transfer, redemption or other disposition of Defeasance Securities then on deposit in the Escrow Fund and any uninvested money then held by the Escrow Bank hereunder in accordance with the provisions of this Section. Such sale, transfer, redemption or other disposition of Defeasance Securities then on deposit in the Escrow Fund and substitution of other Defeasance Securities shall be effected by the Escrow Bank upon the written request of the District but only by a simultaneous transaction and only upon receipt of (i) certification by a nationally recognized firm of independent certified public accountants that the Defeasance Securities to be substituted, together with the Defeasance Securities which will continue to be held in the Escrow Fund, will mature in such principal amounts and earn interest in such amounts and, in each case, at such times so that sufficient moneys will be available from maturing principal and interest on such Defeasance Securities held in the Escrow Fund, together with any uninvested moneys, to make all payments required by Section 4 hereof, which have not previously been made, and (ii) receipt by the Escrow Bank of an opinion of counsel of recognized standing in the field of law relating to municipal bonds to the effect that the sale, transfer, redemption or other disposition and substitution of Defeasance Securities will not adversely affect the exclusion of interest on the Prior Notes or the Series A Bonds from gross income for purposes of federal income taxation.

(c) Upon the written request of the District, but subject to the conditions and limitations herein set forth, the Escrow Bank shall apply any moneys received from the maturing principal of or interest or other investment income on any Defeasance Securities held in an Escrow Fund, or the proceeds from any sale, transfer, redemption or other disposition of Defeasance Securities pursuant to Section 3(b) not required for the purposes of said Section 3(b)(i) to the extent such moneys will not be required at any time for the purpose of making a payment required by Section 4 hereof, as certified by a nationally recognized firm of independent certified public accountants delivered to the Escrow Bank, such moneys shall be transferred to the Treasurer-Tax Collector of the County for deposit in the District's building fund held in the County treasury upon the written request of the District as received by the Escrow Bank, free and clear of any trust, lien, pledge or assignment securing the Prior Notes or otherwise existing hereunder, and (ii) to the extent such moneys will be required for such purpose at a later date, shall, to the extent practicable, be invested or reinvested in Defeasance Securities maturing at times and in amounts sufficient, as certified by a nationally recognized firm of independent certified public accountants delivered to the Escrow Bank, to make such payment required by Section 4 hereof. Prior to investing or reinvesting such moneys in Defeasance Securities pursuant to this subsection (c), the Escrow Bank shall receive an opinion of counsel of recognized standing in the field of law relating to municipal bonds to the effect that the investment or reinvestment of such moneys will not adversely affect the exclusion of interest on the Prior Notes or the Series A Bonds from gross income for purposes of federal income taxation.

(d) All Defeasance Securities purchased pursuant to this Escrow Agreement shall be deposited in and held for the credit of the Escrow Fund. Except as provided in this Section 3, no moneys or Defeasance Securities deposited with the Escrow Bank pursuant to this Escrow Agreement nor principal of, or interest payments or other investment income on, any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Prior Notes as provided by Section 4 hereof.

(e) The Owners of the Prior Notes shall have a first and exclusive lien on the moneys and Defeasance Securities in the Escrow Fund until such moneys and Defeasance Securities are used and applied as provided in this Escrow Agreement.

(f) If the Escrow Bank learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to this Escrow Agreement, if any, the Escrow Bank shall promptly request alternative written investment instructions from the District with respect to funds which were to be invested in SLGS. The Escrow Bank shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Bank shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District, the Escrow Bank shall not be responsible for the investment of such funds or interest thereon.

(g) The Escrow Bank shall not be held liable for investment losses resulting from compliance with the provisions of this Escrow Agreement.

**Section 4. Payment of Prior Notes.** From the maturing principal of the Defeasance Securities held in the Escrow Fund and the investment income and other earnings thereon and any

uninvested money then held in the Escrow Fund, the Escrow Bank shall on the Maturity Date of the Prior Notes, pay the Accreted Value of the Prior Notes then due and payable in accordance with the terms of the Indenture.

To the extent that the amount on deposit in the Escrow Fund on the Maturity Date of the Prior Notes is in excess of the amount necessary to make the required payments with respect to the Prior Notes, as shown in the then applicable escrow verification of the nationally recognized firm of independent certified public accountants, such excess shall be transferred to the Treasurer-Tax Collector of the County for deposit in the District's building fund held in the County treasury.

**Section 5. Irrevocable Instructions to Mail Notices.** The District hereby irrevocably designates the Prior Notes for payment on the Maturity Date as indicated in Section 4 hereof and hereby irrevocably instructs the Escrow Bank, as the Prior Trustee, to give in accordance with Section 9.02 of the Indenture notice of defeasance of the Prior Notes, in the form attached hereto as Exhibit B.

**Section 6. Performance of Duties.** The Escrow Bank agrees to perform the duties set forth herein and agrees that the irrevocable instructions to the Escrow Bank herein provided are in a form satisfactory to it.

**Section 7. Escrow Bank's Authority to Make Investments.** The Escrow Bank shall have no power or duty to invest any funds held under this Escrow Agreement except as provided in Section 3 hereof. The Escrow Bank shall have no power or duty to transfer or otherwise dispose of the moneys held hereunder except as provided in this Escrow Agreement.

**Section 8. Compensation.** The District shall from time to time pay or cause to be paid to the Escrow Bank the agreed upon compensation for its services to be rendered hereunder, and reimburse the Escrow Bank for all of its reasonable advances, expenses and charges, including, without limitation, legal fees and expenses, in the exercise and performance of its duties hereunder; provided, however, that under no circumstances shall the Escrow Bank be entitled to any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Bank under this Escrow Agreement or otherwise.

**Section 9. Indemnification.** To the extent permitted by law, the District shall indemnify and save the Escrow Bank and its officers, directors, agents and employees harmless against any liabilities, losses, costs, expenses (including, without limitation, legal fees and expenses), suits, judgments and claims which it or they may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or its willful misconduct. The indemnity contained in this Section shall survive the termination of this Escrow Agreement and the earlier removal or resignation of the Escrow Bank.

**Section 10. Responsibilities of Escrow Bank.** The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or any securities deposited therein, the purchase of the securities to be purchased pursuant hereto, the retention of

such securities or the proceeds thereof, the sufficiency of the securities or any uninvested moneys held hereunder to accomplish the defeasance of the Prior Notes, or any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the District, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representation as to the sufficiency of the securities to be purchased pursuant hereto and any uninvested moneys to accomplish the defeasance of the Prior Notes or to the validity of this Escrow Agreement as to the District and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence or willful misconduct, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel of recognized standing in the field of law relating to municipal bonds) may be deemed to be conclusively established by a written certification of the District.

No provision of this Escrow Agreement shall require the Escrow Bank to risk or advance its own funds. The Escrow Bank shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bonds or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Bank may execute any of its powers or duties hereunder through attorneys, agents or receivers and shall not be answerable for the actions of such attorneys, agents or receivers if selected by it with reasonable care.

The Escrow Bank shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Bank, or another method or system specified by the Escrow Bank as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Escrow Bank an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank Instructions using Electronic Means and the Escrow Bank in its discretion elects to act upon such Instructions, the Escrow Bank's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Escrow Bank cannot determine the identity of the actual sender of such Instructions and that the Escrow Bank shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Bank have been sent by such



Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Bank and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Bank and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Bank immediately upon learning of any compromise or unauthorized use of the security procedures.

**Section 11. Resignation and Removal.** The Escrow Bank may resign by giving written notice to the District, and upon receipt of such notice the District shall promptly appoint a successor Escrow Bank. If the District does not appoint a successor Escrow Bank within thirty days of receipt of such notice, the resigning Escrow Bank may petition a court of competent jurisdiction for the appointment of a successor Escrow Bank, which court may thereupon, upon such notice as it shall deem proper, appoint a successor Escrow Bank. Upon acceptance of appointment by a successor Escrow Bank, the resigning Escrow Bank shall transfer all moneys held by it in the Escrow Fund to such successor Escrow Bank and be discharged of any further obligation or responsibility hereunder.

The District may remove the Escrow Bank upon thirty (30) days' prior notice by giving written notice of such removal to the Escrow Bank, and thereupon shall appoint a successor Escrow Bank by an instrument in writing. Upon acceptance of appointment by a successor Escrow Bank, the removed Escrow Bank shall transfer all moneys held by it in the Escrow Fund to such successor Escrow Bank and be discharged of any further obligation or responsibility hereunder.

Any successor Escrow Bank appointed under the provisions hereof shall be a trust company or bank having trust powers, having a corporate trust office in California, having a combined capital and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this paragraph the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Any bank, corporation or association into which the Escrow Bank may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Bank shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Bank shall be the successor of the Escrow Bank hereunder without the execution or

filing of any paper with any parties hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument or transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

**Section 12. Amendments.** The District and the Escrow Bank may (but only with the consent of the Owners of all of the Prior Notes) amend this Escrow Agreement or enter into agreements supplemental to this Escrow Agreement; provided, however, that such amendments and agreements are limited to (a) insertion of unintentionally omitted material, corrections of mistakes or clarifications of ambiguities, (b) pledging of additional legal security for the benefit of the Owners of the Prior Notes, or (c) providing for the deposit of additional cash and/or securities in the Escrow Fund. Prior to executing any such amendment or supplemental agreement, the Escrow Bank is entitled to receive and rely upon an opinion of counsel that such amendment or supplemental agreement is authorized or permitted hereunder and shall not materially adversely affect the interests of the owners of the Prior Notes.

**Section 13. Term.** This Escrow Agreement shall terminate on the date upon which the Prior Notes have been paid in accordance with this Escrow Agreement.

**Section 14. Severability.** If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the District or the Escrow Bank to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

**Section 15. Counterparts.** This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

**Section 16. Electronic Signature.** Each of the parties hereto agrees that the transaction consisting of this Escrow Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent that, if such party signs this Escrow Agreement using an electronic signature, it is signing, adopting and accepting this Escrow Agreement, and that signing this Escrow Agreement using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Escrow Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Escrow Agreement in a usable format.

**Section 17. Governing Law.** This Escrow Agreement shall be construed under the laws of the State of California.

**VALLECITO UNION SCHOOL  
DISTRICT**

By: \_\_\_\_\_

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, AS  
ESCROW BANK AND PRIOR  
TRUSTEE**

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**  
**DEFEASANCE SECURITIES**

<b>Type</b>	<b>Maturity Date</b>	<b>Par Amount</b>	<b>Yield</b>	<b>Cost</b>
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**EXHIBIT B**

**NOTICE OF DEFEASANCE**

**VALLECITO UNION SCHOOL DISTRICT  
(CALAVERAS COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BOND ANTICIPATION NOTES,  
ELECTION OF 2018, SERIES 2019**

<u>Maturity Date</u>	<u>Initial Principal Amount</u>	<u>Interest Rate</u>	<u>Accreted Value at Maturity</u>	<u>CUSIP*</u>
August 1, 2022	\$10,795,879.30	1.90%	\$11,455,000	919173 DC5

**NOTICE IS HEREBY GIVEN** to the applicable owners of the Vallecito Union School District (Calaveras County, California) General Obligation Bond Anticipation Notes, Election of 2018, Series 2019 as further described in the table above (the “Prior Notes”), that there has been deposited in an escrow fund with U.S. Bank Trust Company, National Association, as escrow bank (the “Escrow Bank”), [cash and securities], as required by the Indenture, dated as of June 1, 2019, by and between the Vallecito Union School District (the “District”) and U.S. Bank National Association, as trustee (now known as U.S. Bank Trust Company, National Association), to provide for the payment of the accreted value of the Prior Notes on August 1, 2022 (the “Maturity Date”) in accordance with Section 9.02(a) of the Indenture. The investment securities will mature at the proper times and in the proper amounts to produce funds which, along with the moneys deposited with the Escrow Bank, will be sufficient as reflected in the certification of the nationally recognized firm of independent certified public accountants delivered in connection herewith to pay the accreted value of the Prior Notes on the Maturity Date.

Under the terms of the Escrow Agreement, dated as of [\_\_\_\_\_] 1, 2022 (the “Escrow Agreement”), by and between the District and the Escrow Bank, the District has given the instructions, provided for the notices and has otherwise satisfied the requirements of the Indenture so that the Prior Notes are deemed to be paid and all agreements, covenants and other obligations of the District to the registered owners of the Prior Notes have ceased, terminated and become void and the Indenture discharged and satisfied within the meaning and with the effect expressed in Section 9.01 of the Indenture. The Prior Notes were paid with a portion of the proceeds from the Vallecito Union School District (Calaveras County, California) General Obligation Bonds, Election of 2018, Series A, which were issued on [CLOSING DATE].

Dated: \_\_\_\_\_, 2022

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Bank

\* CUSIP numbers are provided for convenience of reference only. Neither the District nor the Escrow Bank assumes responsibility for the accuracy of such CUSIP numbers.

## CONTINUING DISCLOSURE CERTIFICATE

**THIS CONTINUING DISCLOSURE CERTIFICATE** (this “Disclosure Certificate”) is executed and delivered by the Vallecito Union School District (the “District”) in connection with the issuance of \$[ ] aggregate principal amount of Vallecito Union School District (Calaveras County, California) General Obligation Bonds, Election of 2018, Series A (the “Bonds”). The Bonds are being issued pursuant to a resolution adopted by the Governing Board of the District on April 20, 2022 (the “Resolution”). The District covenants and agrees as follows:

**Section 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

**Section 2. Definitions.** In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, 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 3 and 4 hereof.

“Beneficial Owner” shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

“Dissemination Agent” shall mean Dale Scott & Company, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

“Financial Obligation” shall mean, for the purposes of the Listed Events set out in Section 5 (a)(x) and 5(b)(viii), 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 defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Holder” shall mean the person in whose name any Bond shall be registered.

“Listed Events” shall mean any of the events listed in Section 5(a) or (b) hereof.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Official Statement” shall mean the Official Statement, dated [ ], 2022 (including all exhibits or appendices thereto), relating to the offer and sale of Bonds.

“Participating Underwriter” shall mean the original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**Section 3. Provision of Annual Reports.** (a) The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District’s fiscal year (which due date shall be April 1 of each year, so long as the District’s fiscal year ends on June 30), commencing with the report for the 2021-22 Fiscal Year (which is due not later than April 1, 2023), provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 hereof. The Annual Report must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB, and may cross-reference other information as provided in Section 4 hereof; provided, however, that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District’s fiscal year changes, it shall give notice of such change in a filing with the MSRB. The Annual Report shall be submitted on a standard form in use by industry participants or other appropriate form and shall identify the Bonds by name and CUSIP number.

(b) Not later than 15 business days prior to the date specified in subsection (a), the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If the District is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the District shall, in a timely manner, send or cause to be sent to the MSRB a notice in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) (if the Dissemination Agent is other than the District), provide any Annual Report received by it to the MSRB as provided herein; and

(ii) (if the Dissemination Agent is other than the District), file a report with the District certifying that the Annual Report has been provided to the MSRB pursuant to this Disclosure Certificate, stating the date it was provided to the MSRB.

**Section 4. Content of Annual Reports.** The District’s Annual Report shall contain or include by reference the following:

(a) Audited financial statements of the District for the preceding fiscal year, prepared in accordance with the laws of the State of California and including all statements and information prescribed for inclusion therein by the Controller of the State of California. If the District’s audited financial statements are not available by the time the Annual Report is required to be provided to the MSRB pursuant to Section 3(a) hereof, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be provided to the MSRB in the same manner as the Annual Report when they become available.

(b) To the extent not included in the audited financial statements of the District, the Annual Report shall also include the following:

- (i) The adopted budget of the District for the then current fiscal year.
- (ii) The District's average daily attendance.
- (iii) The District's outstanding debt.
- (iv) Information regarding total assessed valuation of taxable properties within the District for the then current fiscal year, if and to the extent provided to the District by the County of Calaveras (the "County").
- (v) Information regarding twenty taxpayers with the greatest combined ownership of taxable property in the District, if and to the extent provided to the District by the County for the then current fiscal year.
- (vi) Information regarding total secured tax charges and delinquencies on taxable properties within the District for the last completed fiscal year, if and to the extent provided to the District by the County.

Any or all of the items listed above may be set forth in one or a set of documents or may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been made available to the public on the MSRB's website. The District shall clearly identify each such other document so included by reference.

**Section 5. Reporting of Significant Events.** (a) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than ten business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) substitution of credit or liquidity providers or their failure to perform;
- (v) adverse tax opinions or 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 District;

or

(x) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For the purposes of the event identified in subparagraph (ix), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(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, in a timely manner not later than ten business days after the occurrence of the event:

- (i) unless described in paragraph 5(a)(v), other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (ii) modifications to rights of Bond Holders;
- (iii) Bond calls;
- (iv) release, substitution, or sale of property securing repayment of the Bonds;
- (v) non-payment related defaults;
- (vi) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, 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 the change of name of a paying agent; or

(viii) incurrence of a Financial Obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Bond 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 3 hereof, as provided in Section 3(b) hereof.

(d) Upon the occurrence of a Listed Event described in Section 5(a), or upon the occurrence of a Listed Event described in Section 5(b) which the District determines would be material under applicable federal securities laws, the District shall within ten business days of occurrence file a notice of such occurrence with 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.

(e) The District intends to comply with the Listed Events described in subsection (a)(x) and subsection (b)(viii), and the definition of “Financial Obligation” in Section 1, with reference to the Rule, any other applicable federal securities laws and the guidance provided by the Securities and Exchange Commission in Release No. 34-83885, dated August 20, 2018 (the “2018 Release”), and any further amendments or written guidance provided by the Securities and Exchange Commission or its staff with respect to the amendments to the Rule effected by the 2018 Release.

**Section 6. Format for Filings with MSRB.** Any report or filing with the MSRB pursuant to this Disclosure Certificate must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

**Section 7. Termination of Reporting Obligation.** The District’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in a filing with the MSRB.

**Section 8. Dissemination Agent.** The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Dale Scott & Company.

**Section 9. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Section 3(a) hereof, Section 4 hereof, or Section 5(a) or (b) hereof, it may only be made 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 District with respect to the Bonds, or the type of business conducted;

(b) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by the Holders in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 10. Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Certificate, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

**Section 11. Default.** In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds 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 Certificate; provided, that any such action may be instituted only in Superior Court of the State of California in and for the County or in U.S. District Court in or nearest to the County. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

**Section 12. Duties, Immunities and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and (if the Dissemination Agent is other than the District), the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including

attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

**Section 13. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 14. Electronic Signature.** Each of the parties hereto agrees that the transaction consisting of this Disclosure Certificate may be conducted by electronic means. Each party agrees and acknowledges that it is such party's intent that, by signing of this Disclosure Certificate using an electronic signature, it is signing, adopting and accepting this Disclosure Certificate, and that signing this Disclosure Certificate using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Disclosure Certificate on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Disclosure Certificate in a usable format.

Dated: [ \_\_\_\_\_ ], 2022

**VALLECITO UNION SCHOOL  
DISTRICT**

By: \_\_\_\_\_

ACCEPTED AND AGREED TO:

**DALE SCOTT & COMPANY,  
as Dissemination Agent**

By: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT A**

**NOTICE TO THE MUNICIPAL SECURITIES RULEMAKING BOARD  
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: VALLECITO UNION SCHOOL DISTRICT  
Name of Issue: Vallecito Union School District (Calaveras County, California)  
General Obligation Bonds, Election of 2018, Series A  
Date of Issuance: [\_\_\_\_], 2022

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by Section 4 of the Continuing Disclosure Certificate of the District, dated [\_\_\_\_], 2022. [The District anticipates that the Annual Report will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_

**VALLECITO UNION SCHOOL DISTRICT**

NEW ISSUE—BOOK-ENTRY ONLY

Rating: S&P: “[ ]”  
(See “MISCELLANEOUS — Rating” herein.)

*[In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Series A Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series A Bonds. See “TAX MATTERS” herein.]*

\$11,000,000\*

**VALLECITO UNION SCHOOL DISTRICT  
(CALAVERAS COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES A**

**Dated: Date of Delivery**

**Due: August 1, as shown herein**

*This cover page is not a summary of this issue; it is only a reference to the information contained in this Official Statement. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.*

The Vallecito Union School District (Calaveras County, California) General Obligation Bonds, Election of 2018, Series A (the “Series A Bonds”) are being issued by the Vallecito Union School District (the “District”), located in the County of Calaveras, California (the “County”), (i) to pay the outstanding Vallecito Union School District (Calaveras County, California) General Obligation Bond Anticipation Notes, Election of 2018, Series 2019, on their maturity date, (ii) to finance specific construction, reconstruction, rehabilitation, or replacement projects approved by the voters of the District, and (iii) to pay costs of issuance of the Series A Bonds, as further described herein. The Series A Bonds were authorized at an election of the voters of the District held on November 6, 2018, at which at least 55% of the voters voting on the proposition authorized the issuance and sale of \$11,000,000 aggregate principal amount of bonds of the District. The Series A Bonds are being issued under the laws of the State of California (the “State”) and pursuant to a resolution of the Governing Board of the District, adopted on April 20, 2022.

The Series A Bonds are payable from *ad valorem* taxes to be levied within the District pursuant to the California Constitution and other State law. The Board of Supervisors of the County is empowered and obligated to 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 principal of and interest on the Series A Bonds, all as more fully described herein. See “SECURITY AND SOURCE OF PAYMENT FOR THE SERIES A BONDS” herein.

The Series A Bonds will be issued as current interest bonds, as set forth on the inside front cover page hereof. Interest on the Series A Bonds is payable on each February 1 and August 1 to maturity or earlier redemption thereof, commencing February 1, 2023. Principal of the Series A Bonds is payable on August 1 in each of the years and in the amounts set forth on the inside front cover page hereof.

The Series A Bonds will be issued in denominations of \$5,000 principal amount or any integral multiple thereof, as shown on the inside front cover page hereof.

The Series A Bonds will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Series A Bonds. Individual purchases of the Series A Bonds will be made in book-entry form only. Purchasers will not receive physical delivery of the Series A Bonds purchased by them. See “THE SERIES A BONDS – Form and Registration” herein. Payments of the principal of and interest on the Series A Bonds will be made by U.S. Bank Trust Company, National Association, as paying agent, registrar and transfer agent with respect to the Series A Bonds, to DTC for subsequent disbursement to DTC participants, who will remit such payments to the beneficial owners of the Series A Bonds. See “THE SERIES A BONDS – Payment of Principal and Interest” herein.

The Series A Bonds are subject to redemption prior to maturity as described herein.\* See “THE SERIES A BONDS – Redemption” herein.

*The Series A Bonds will be offered when, as and if issued by the District and received by the Underwriter, subject to the approval of legality by Orrick, Herrington & Sutcliffe LLP, Irvine, California, Bond Counsel to the District. Certain legal matters will be passed upon for the District by Orrick, Herrington & Sutcliffe LLP, Irvine, California, as Disclosure Counsel to the District; and for the Underwriter by Jones Hall, A Professional Law Corporation, as Underwriter’s Counsel. It is anticipated that the Series A Bonds, in definitive form, will be available for delivery through the facilities of DTC on or about \_\_\_\_\_, 2022.*

[Insert RBC Logo]

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful.

\* Preliminary; subject to change.

Dated: \_\_\_\_\_, 2022

**MATURITY SCHEDULE\***  
**BASE CUSIP†: 919173**

**\$11,000,000\***  
**VALLECITO UNION SCHOOL DISTRICT**  
**(CALAVERAS COUNTY, CALIFORNIA)**  
**GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES A**

Maturity (August 1,)	\$ _____ Serial Series A Bonds			CUSIP Number†
	Principal Amount	Interest Rate	Yield	
2023	\$	%	%	
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				

\$ \_\_\_\_\_ % Term Series A Bonds due August 1, 20\_\_ – Yield \_\_\_\_\_% – CUSIP Number† \_\_\_\_\_

\$ \_\_\_\_\_ % Term Series A Bonds due August 1, 20\_\_ – Yield \_\_\_\_\_% – CUSIP Number† \_\_\_\_\_

\* Preliminary; subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2022 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.



**VALLECITO UNION SCHOOL DISTRICT  
(CALAVERAS COUNTY, CALIFORNIA)**

**GOVERNING BOARD**

Mark Dyken, *President*  
[ \_\_\_\_\_ ], *Clerk [to be selected at the 4/20 Board meeting]*  
Jessica Hitchcock, *Member*  
Shannon Simpson, *Member*  
Susan Singleton, *Member*

**DISTRICT ADMINISTRATORS**

Tom Hoskins, *Superintendent*  
Gretchen McReynolds, *Chief Business Official*

**PROFESSIONAL SERVICES**

**Municipal Advisor**

Dale Scott & Company  
*San Francisco, California*

**Bond Counsel and Disclosure Counsel**

Orrick, Herrington & Sutcliffe LLP  
*Irvine, California*

**Paying Agent, Registrar, Transfer Agent and Escrow Bank**

U.S. Bank Trust Company, National Association  
*Phoenix, Arizona*

**Verification Agent**

Causey Demgen & Moore P.C.  
*Denver, Colorado*



This Official Statement does not constitute an offering of any security other than the original offering of the Series A Bonds by the District. No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representation not so authorized should not be relied upon as having been given or authorized by the District.

The Series A Bonds are exempt from registration under the Securities Act of 1933, as amended, pursuant to Section 3(a)(2) thereof. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy Series A Bonds in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation.

The information set forth herein other than that furnished by the District, although obtained from sources which are believed by the District to be reliable, is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions 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. This Official Statement is submitted in connection with the sale of the Series A Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

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 a 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.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used, such as "plan," "expect," "estimate," "budget," "intend" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District does not plan to issue any updates or revisions to those forward-looking statements if or when their expectations, or events, conditions or circumstances on which such statements are based, occur.

The District maintains a website. However, the information presented there is not part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series A Bonds.

In connection with this offering, the Underwriter may over-allot or effect transactions which stabilize or maintain the market prices of the Series A Bonds 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 Series A Bonds to certain securities dealers and dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside front cover page hereof and said public offering prices may be changed from time to time by the Underwriter.

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**\$11,000,000\***  
**VALLECITO UNION SCHOOL DISTRICT**  
**(CALAVERAS COUNTY, CALIFORNIA)**  
**GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES A**

**INTRODUCTION**

*This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series A Bonds to potential investors is made only by means of the entire Official Statement.*

**General**

This Official Statement, which includes the cover page, inside cover page and appendices hereto, is provided to furnish information in connection with the sale of \$11,000,000\* aggregate principal amount of Vallecito Union School District (Calaveras County, California) General Obligation Bonds, Election of 2018, Series A (the "Series A Bonds"), all as indicated on the inside cover page hereof, to be offered by the Vallecito Union School District (the "District").

This Official Statement speaks only as of its date, and the information contained herein is subject to change. The District has no obligation to update the information in this Official Statement, except as required by the Continuing Disclosure Certificate to be executed by the District. See "OTHER LEGAL MATTERS – Continuing Disclosure" and APPENDIX D – "FORM OF CONTINUING DISCLOSURE CERTIFICATE."

The Series A Bonds are general obligation bonds of the District secured by and payable from *ad valorem* taxes to be levied 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). The Series A Bonds are not a debt or obligation of the County of Calaveras (the "County") or of the general fund of the District. See "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES A BONDS."

The purpose of this Official Statement is to supply information to prospective buyers of the Series A Bonds. Quotations from and summaries and explanations of the Series A Bonds, the resolution of the Governing Board of the District providing for the issuance of the Series A Bonds, and the constitutional provisions, statutes and other documents described herein, do not purport to be complete, and reference is hereby made to said documents, constitutional provisions and statutes for the complete provisions thereof.

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 to be construed as a contract or agreement between the District and the purchasers or owners of any of the Series A Bonds.

Copies of documents referred to herein and information concerning the Series A Bonds are available from the District by contacting: Vallecito Union School District, 4545 Moran Road, Avery, California 95224, Attention: Chief Business Official. The District may impose a charge for copying, handling and mailing such requested documents.

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\* Preliminary; subject to change.

## **The District**

The District was established in 1971. The District is located in the Sierra Foothills in the County and provides public education within an approximately 250 square mile area. The District operates two elementary schools for students in transitional kindergarten (“TK”) through fifth grade, one middle school for students in sixth through eighth grade, and one home school academy for students in TK through eighth grade. Total enrollment in the District was approximately 544 students in fiscal year 2020-21. As of the preparation of the District’s second interim report for fiscal year 2021-22 (the “Fiscal Year 2021-22 Second Interim Report”), total enrollment in the District is projected to be approximately 561 students in fiscal year 2021-22. Since the District is a community funded district that is primarily funded by property tax revenues, changes in enrollment do not impact property tax revenues and have a negligible impact on State aid. For more information on enrollment and the District’s funding, see “DISTRICT FINANCIAL MATTERS – State Funding of Education; State Budget Process – *Enrollment, A.D.A. and LCFF.*” The District operates under the jurisdiction of the Calaveras County Superintendent of Schools. Total assessed valuation of taxable property in the District in fiscal year 2021-22 is approximately \$3.01 billion.

For additional information about the District, see APPENDIX A – “INFORMATION RELATING TO THE DISTRICT’S OPERATIONS AND BUDGET” and APPENDIX B – “FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2021.”

For specific information on the impact of the Coronavirus Disease 2019 (“COVID-19”) pandemic (i) on the security and source of payment for the Series A Bonds, see “SECURITY AND SOURCE OF PAYMENT FOR THE SERIES A BONDS – Assessed Valuation of Property Within the District” and “– Tax Charges and Delinquencies,” (ii) on the District’s operations and finances, see APPENDIX A – “INFORMATION RELATING TO THE DISTRICT’S OPERATIONS AND BUDGET – DISTRICT FINANCIAL MATTERS – Infectious Disease Outbreak,” (iii) on the fiscal year 2021-22 State budget, see APPENDIX A – “INFORMATION RELATING TO THE DISTRICT’S OPERATIONS AND BUDGET – DISTRICT FINANCIAL MATTERS – State Funding of Education; State Budget Process – *2021-22 State Budget.*” and (iv) on the fiscal year 2022-23 proposed State budget, see APPENDIX A – “INFORMATION RELATING TO THE DISTRICT’S OPERATIONS AND BUDGET – DISTRICT FINANCIAL MATTERS – State Funding of Education; State Budget Process – *Proposed 2022-23 State Budget.*”

The Governor’s May revision to the proposed fiscal year 2022-23 State budget (the “May Revise”) is expected to be available on or about May 14, 2022. To the extent that the May Revise is available prior to posting the Official Statement, the Official Statement will reflect information from the May Revise relating to the funding of school districts.

## **THE SERIES A BONDS**

### **Authority for Issuance; Purpose**

**Authority for Issuance.** The Series A Bonds are issued by the District under the provisions of California Government Code Section 53506 *et seq.*, including Section 53508.7 thereof, and California Education Code Sections 15140 and 15146 and Article XIII A of the Constitution of the State of California (the “California Constitution”) and pursuant to a resolution adopted by the Governing Board of the District on April 20, 2022 (the “Resolution”).

**Purpose.** At an election held on November 6, 2018, the District received authorization under Measure E to issue general obligation bonds of the District in an aggregate principal amount not to exceed

\$11,000,000 to renovate, construct, equip, repair and improve classrooms and school facilities, including deteriorating roofs, heating and air conditioning systems, and construct a new multi-purpose room (collectively, the “2018 Authorization”). Measure E received the required approval of at least 55% of the votes cast by eligible voters within the District. The Series A Bonds represent the first and only series of authorized bonds to be issued under the 2018 Authorization. The Series A Bonds will be issued to provide the funds necessary (i) to pay the District’s outstanding Vallecito Union School District (Calaveras County, California) General Obligation Bond Anticipation Notes, Election of 2018, Series 2019, in the aggregate initial principal amount of \$10,795,879.30 (the “Series 2019 Notes”) that were issued to finance the projects authorized by the voters of the District under the 2018 Authorization, (ii) to finance specific construction, reconstruction, rehabilitation, or replacement projects approved by the voters of the District, and (iii) to pay costs of issuance of the Series A Bonds. See “– Plan of Finance” herein. Prior to the issuance of the Series A Bonds, the District has \$11,000,000 aggregate principal amount of bonds authorized but unissued under the 2018 Authorization.

### **Form and Registration**

The Series A Bonds will be issued in fully registered form only, without coupons, in denominations of \$5,000 principal amount or integral multiples thereof. The Series A Bonds will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository of the Series A Bonds. Purchases of the Series A Bonds under the DTC book-entry system must be made by or through a DTC participant, and ownership interests in the Series A Bonds will be recorded as entries on the books of said participants. Except in the event that use of this book-entry system is discontinued for the Series A Bonds, beneficial owners of the Series A Bonds (“Beneficial Owners”) will not receive physical certificates representing their ownership interests. See APPENDIX F – “BOOK-ENTRY ONLY SYSTEM.”

### **Payment of Principal and Interest**

**Interest.** The Series A Bonds will be dated as of their date of delivery, and bear interest at the rates set forth on the inside front cover page of this Official Statement, payable on February 1 and August 1 of each year (each, an “Interest Payment Date”), commencing on February 1, 2023, computed on the basis of a 360-day year consisting of twelve 30-day months. Each Series A Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on the 15<sup>th</sup> day of the calendar month immediately preceding an Interest Payment Date for such Series A Bond (the “Record Date”) and on or prior to the succeeding Interest Payment Date for such Series A Bond, in which event it will bear interest from such Interest Payment Date, or unless it is authenticated on or before the Record Date preceding the first Interest Payment Date for such Series A Bond, in which event it will bear interest from its dated date; provided, however, that if, at the time of authentication of any Series A Bond, interest is in default on any outstanding Series A Bonds, such Series A Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Series A Bonds.

**Payment of Series A Bonds.** The principal of the Series A Bonds is payable in lawful money of the United States of America to the registered owner thereof (the “Owner”), upon the surrender thereof at the principal corporate trust office of U.S. Bank Trust Company, National Association, as paying agent (the “Paying Agent”) at the maturity thereof or upon redemption prior to maturity.

Interest on the Series A Bonds is payable on each Interest Payment Date in lawful money of the United States of America to the Owner thereof as of the Record Date preceding such Interest Payment Date, such interest to be paid by check or draft mailed on such Interest Payment Date (if a business day, or on the next business day if the Interest Payment Date does not fall on a business day) to such Owner at

such Owner's address as it appears on the bond registration books kept by the Paying Agent or at such address as the Owner may have filed with the Paying Agent for that purpose, except that the payment will be made by wire transfer of immediately available funds to any Owner of at least \$1,000,000 in principal amount of outstanding Series A Bonds who will have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Payment Date. So long as the Series A Bonds are held by Cede & Co., as nominee of DTC, payment will be made by wire transfer. See APPENDIX F – "BOOK-ENTRY ONLY SYSTEM."

**Redemption\***

**Optional Redemption.** The Series A Bonds maturing on or before August 1, 20\_\_ are not subject to optional redemption prior to their respective stated maturity dates. The Series A Bonds maturing on or after August 1, 20\_\_ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available 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 Series A Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

**Mandatory Sinking Fund Redemption.** The \$\_\_\_\_\_ term Series A Bonds maturing on August 1, 20\_\_ are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, together with interest accrued thereon to the date fixed for redemption, without premium:

Mandatory Sinking Fund Redemption Date (August 1,)	Principal Amount to be Redeemed
†	\$
†	
† Maturity.	

The principal amount of the \$\_\_\_\_\_ term Series A Bonds maturing on August 1, 20\_\_, to be redeemed in each year shown above will be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000, by any portion of such term Series A Bonds optionally redeemed prior to the mandatory sinking fund redemption date.

The \$\_\_\_\_\_ term Series A Bonds maturing on August 1, 20\_\_ are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to 100% of the principal amount thereof to be redeemed, together with interest accrued thereon to the date fixed for redemption, without premium:

Mandatory Sinking Fund Redemption Date (August 1,)	Principal Amount to be Redeemed
†	\$
†	
† Maturity.	

\* Preliminary; subject to change.

The principal amount of the \$ \_\_\_\_\_ term Series A Bonds maturing on August 1, 20\_\_\_, to be redeemed in each year shown above will be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000, by any portion of such term Series A Bonds optionally redeemed prior to the mandatory sinking fund redemption date.

***Selection of Series A Bonds for Redemption.*** If less than all of the Series A Bonds, if any, are subject to such redemption and are called for redemption, such Series A Bonds will be redeemed in inverse order of maturities or as otherwise directed by the District. Whenever less than all of the outstanding Series A Bonds of any one maturity are designated for redemption, the Paying Agent will select the outstanding Series A Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series A Bond will be deemed to consist of individual Series A Bonds of denominations of \$5,000 principal amount, each, which may be separately redeemed.

***Notice of Redemption.*** Notice of redemption of any Series A Bond will be given by the Paying Agent, postage prepaid, not less than 20 nor more than 60 days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the bond registration books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate with respect to the Series A Bonds. See APPENDIX D – “FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

Each notice of redemption is required to contain the following information: (i) the date of such notice; (ii) the name of the Series A Bonds and the date of issue of such Series A Bonds; (iii) the redemption date; (iv) the redemption price; (v) the dates of maturity or maturities of Series A Bonds to be redeemed; (vi) if less than all of the Series A Bonds of any maturity are to be redeemed the distinctive numbers of the Series A Bonds of each maturity to be redeemed; (vii) in the case of Series A Bonds redeemed in part only, the respective portions of the principal amount of the Series A Bonds of each maturity to be redeemed; (viii) the CUSIP number, if any, of each maturity of Series A Bonds to be redeemed; (ix) a statement that such Series A Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Series A Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice. Neither the failure to receive such notice, nor any defect in the notice given, will affect the sufficiency of the proceedings for the redemption of the Series A Bonds called for redemption or the cessation of interest on the date fixed for redemption.

***Effect of Notice of Redemption.*** When notice of redemption has been given substantially as described above and when the redemption price of the Series A Bonds called for redemption is set aside for the purpose of redeeming the Series A Bonds, the Series A Bonds designated for redemption become due and payable on the specified redemption date and interest ceases to accrue thereon as of the redemption date, and upon presentation and surrender of such Series A Bonds at the place specified in the notice of redemption, such Series A Bonds are to be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Series A Bonds so called for redemption after such redemption date will look for the payment of such Series A Bonds and the redemption premium thereon, if any, only to monies on deposit for such purpose in the interest and sinking fund of the District within the County treasury (the “Interest and Sinking Fund”) or the trust fund established for such purpose. All Series A Bonds redeemed are to be cancelled forthwith by the Paying Agent and are not to be reissued.

***Right to Rescind Notice.*** The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the



rescission to be given to the owners of the Series A Bonds so called for redemption. Any optional redemption and notice thereof will be rescinded if for any reason on the date fixed for redemption monies are not available in the Interest and Sinking Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Series A Bonds called for redemption. Notice of rescission of redemption will be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Series A Bond of notice of such rescission will not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice will not affect the validity of the rescission.

***Funds for Redemption.*** Prior to or on the redemption date of any Series A Bonds there is to 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 provided in the Resolution, the Series A Bonds designated in the notice of redemption. Such monies are to be applied on or after the redemption date solely for payment of principal of, interest and premium, if any, on the Series A Bonds to be redeemed upon presentation and surrender of such Series A Bonds, provided that all monies in the Interest and Sinking Fund are to be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date is to be paid from the Interest and Sinking Fund, unless otherwise provided to be paid from such monies held in trust. If, after all of the Series A Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the Interest and Sinking Fund or otherwise held in trust for the payment of redemption price of the Series A Bonds, the monies are to 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 are to 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 are to be transferred to the general fund of the District as provided and permitted by law.

#### **Defeasance of Series A Bonds**

The Resolution provides that if at any time the District will pay or cause to be paid or there will otherwise be paid to the Owners of any or all of the outstanding Series A Bonds all or any part of the principal, interest and premium, if any, on the Series A Bonds at the times and in the manner provided in the Resolution and in the Series A Bonds, or as described in the following paragraph, or as otherwise provided by law consistent with the Resolution, then such Owners will cease to be entitled to the obligation of the District and the County as provided in the Resolution, and such obligation and all agreements and covenants of the District and the County to such Owners under the Resolution and under the Series A Bonds will thereupon be satisfied and discharged and will terminate, except only that the District will remain liable for payment of all principal, interest and premium, if any, represented by the Series A Bonds, but only out of monies on deposit in the Interest and Sinking Fund or otherwise held in trust for such payment; and provided further, however, that the provisions of the Resolution described below under “– Unclaimed Monies” will apply in all events.

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

## **Unclaimed Monies**

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

## **Plan of Finance**

*Application and Investment of Series A Bond Proceeds.* The Series A Bonds will be issued to provide the funds necessary (i) to pay the District's outstanding Series 2019 Notes that were issued to finance the projects authorized by the voters of the District under the 2018 Authorization, (ii) to finance specific construction, reconstruction, rehabilitation, or replacement projects approved by the voters of the District, and (iii) to pay costs of issuance of the Series A Bonds.

*Payment of the Series 2019 Notes.* The District and The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank"), will enter into the Escrow Agreement, dated as of [ ] 1, 2022 (the "Escrow Agreement"), with respect to the Series 2019 Notes, pursuant to which the District will deposit a portion of the proceeds from the sale of the Series A Bonds into the escrow fund held by the Escrow Bank. The amounts deposited with the Escrow Bank with respect to the Series 2019 Notes, which will be held pursuant to the Escrow Agreement, will be used to purchase [direct general obligations of the United States of America or other obligations of any agency, department, or instrumentality of the United States of America, 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] (collectively, "Defeasance Securities"), the principal of and interest on which (together with any uninvested amount) will be sufficient to enable the Escrow Bank to pay the accreted value of the Series 2019 Notes due and payable on August 1, 2022 (the "Maturity Date"). See "ESCROW VERIFICATION" herein. Amounts on deposit with the Escrow Bank pursuant to the Escrow Agreement are not available to pay debt service on the Series A Bonds.

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**Estimated Sources and Uses of Funds.** The proceeds of the Series A Bonds are expected to be applied as follows:

**VALLECITO UNION SCHOOL DISTRICT  
(Calaveras County, California)  
General Obligation Bonds, Election of 2018, Series A**

**Estimated Sources and Uses of Funds**

<u>Sources of Funds:</u>	
Aggregate Principal Amount of Series A Bonds	\$
[Plus/Less] [Net] Original Issue [Premium/Discount]	\$
Total Sources of Funds	\$
<u>Uses of Funds:</u>	
Deposit to Building Fund	\$
Deposit to Interest and Sinking Fund <sup>(1)</sup>	
Transfer to Escrow Bank <sup>(2)</sup>	
Costs of Issuance <sup>(3)</sup>	
Underwriter's Discount <sup>(4)</sup>	\$
Total Uses of Funds	\$

- <sup>(1)</sup> Consists of premium received by the District.
- <sup>(2)</sup> Amounts will be used to provide the funds that are necessary to pay the Series 2019 Notes on their maturity date. See “– Authority for Issuance; Purpose” herein.
- <sup>(3)</sup> Includes legal fees, municipal advisor fees, rating agency fees, printing fees and other miscellaneous expenses the Underwriter has contracted to pay.
- <sup>(4)</sup> Exclusive of costs of issuance the Underwriter has contracted to pay.

Under State law, all money received by or apportioned to a school district must generally be paid into and held in the County treasury. The proceeds from the sale of the Series A Bonds, to the extent of the principal amount thereof not used to pay the Series 2019 Notes, exclusive of any premium and accrued interest received by the District, will be deposited in the County treasury to the credit of the building fund of the District (the “Building Fund”) and will be accounted for together with the proceeds of other bonds of the District separately from all other District and County funds. Such proceeds will be applied solely for the purposes for which the Series A Bonds were authorized. Any premium or accrued interest on the Series A Bonds received by the District and not used to pay the Series 2019 Notes will be deposited in the Interest and Sinking Fund in the County treasury. Taxes collected to pay principal and interest on the Series A Bonds will also be deposited in the Interest and Sinking Fund. Earning on the investment of monies in either fund will be retained in that fund and used only for the purpose to which that fund may lawfully be applied. Monies in the Building Fund may only be applied for the purposes for which the Series A Bonds were authorized. Monies in the Interest and Sinking Fund may only be applied to pay principal, interest and redemption premium, if any, on the Series A Bonds and any other outstanding general obligation bonds of the District. See “– Outstanding Bonds.”

All funds held by the Treasurer-Tax Collector of the County (the “Treasurer-Tax Collector”) in the Building Fund and the Interest and Sinking Fund are expected to be invested at the sole discretion of the Treasurer-Tax Collector on behalf of the District in such investments as are authorized by Section 53601 *et seq.* of the California Government Code and the investment policy of the County, as either may be amended or supplemented from time to time. See APPENDIX E – “CALAVERAS COUNTY TREASURY FUNDS INVESTMENT POLICY AND GUIDELINES AND TREASURER’S INVESTMENT REPORT” for a description of the permitted investments under the investment policy of the County. In addition, to the extent permitted by law and the investment policy of the County, the District may request in writing that all or any portion of the funds held in the Building Fund may be

invested in investment agreements, including guaranteed investment contracts, float contracts or other investment products which comply with the requirements of each rating agency then rating the Series A Bonds. The Treasurer-Tax Collector does not monitor such investments for arbitrage compliance and does not perform any arbitrage calculations with respect to such investments.

**Debt Service**

Debt service on the Series A Bonds, assuming no early optional redemptions, is set forth in the following table.

**VALLECITO UNION SCHOOL DISTRICT  
(Calaveras County, California)  
General Obligation Bonds, Election of 2018, Series A**

Period Ending (August 1,)	Principal	Interest	Total Debt Service
2022	\$	\$	\$
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
Total:	\$	\$	\$

Source: RBC Capital Markets, LLC

**Outstanding Bonds**

In addition to the Series A Bonds, the District has two series of general obligation bonds and one series of general obligation bond anticipation notes outstanding, each of which is secured by *ad valorem* taxes levied upon all property subject to taxation by the District on a parity with the Series A Bonds.

**1997 Authorization.** The District received authorization at an election held on November 4, 1997, to issue bonds of the District in an aggregate principal amount not to exceed \$7,900,000 to refinance the construction of school facilities and the repair of existing school facilities in the District (the “1997 Authorization”). On February 26, 1998, the County, at the District’s request, issued \$7,898,053 aggregate initial principal amount of the Vallecito Union School District, Calaveras County, California, Election of 1997 General Obligation Bonds, Series A (the “Series 1998 Bonds”) as the District’s first and only series of bonds issued under the 1997 Authorization. The Series 1998 Bonds mature on September 1, 2022.

**2018 Authorization.** The Series A Bonds represent the first and only series of bonds to be issued under the 2018 Authorization.

On June 13, 2019, the District issued \$10,795,879.30 aggregate initial principal amount of the Series 2019 Notes in anticipation of a series of bonds to be issued under the 2018 Authorization. The Series 2019 Notes mature on August 1, 2022 and, as discussed herein, will be paid with a portion of the proceeds of the Series A Bonds. See “– Authority for Issuance; Purpose.”

**2020 Authorization.** The District received authorization under Measure I at an election held on November 3, 2020, to issue general obligation bonds of the District in an aggregate principal amount not to exceed \$2,800,000 to remove asbestos from school buildings, repair dry rot damage, and renovate the track and field at Avery Middle School (collectively, the “2020 Authorization”). On February 24, 2021, the District issued \$2,800,000 aggregate principal amount of its General Obligation Bonds, Election of 2020, Series A (the “Series 2020A Bonds”) as its first and only series of bonds to be issued under the 2020 Authorization. The Series 2020A Bonds mature on August 1, 2037.

### Aggregate Debt Service

The following table sets forth the annual aggregate debt service requirements of all outstanding general obligation bonds and general obligation notes of the District, assuming no early optional redemption or optional prepayment, as applicable.

#### VALLECITO UNION SCHOOL DISTRICT (Calaveras County, California) General Obligation Bonds and Notes – Aggregate Debt Service

Year Ending August 1,	1997 Authorization	2018 Authorization		2020 Authorization	Aggregate Total Debt Service
	Series 1998 Bonds <sup>(1)</sup>	Series 2019 Notes <sup>(2)</sup>	Series A Bonds	Series 2020A Bonds	
2022	\$1,315,000.00	\$11,455,000.00	\$	\$ 98,200.00	\$
2023	-	-	-	248,200.00	
2024	-	-	-	257,200.00	
2025	-	-	-	265,600.00	
2026	-	-	-	273,400.00	
2027	-	-	-	280,600.00	
2028	-	-	-	172,200.00	
2029	-	-	-	172,800.00	
2030	-	-	-	178,200.00	
2031	-	-	-	183,200.00	
2032	-	-	-	192,800.00	
2033	-	-	-	196,800.00	
2034	-	-	-	200,400.00	
2035	-	-	-	208,600.00	
2036	-	-	-	216,200.00	
2037	-	-	-	213,200.00	
2038	-	-	-	-	
2039	-	-	-	-	
2040	-	-	-	-	
<b>Total:</b>	<b>\$1,315,000.00</b>	<b>\$11,455,000.00</b>	<b>\$</b>	<b>\$3,357,600.00</b>	<b>\$</b>

<sup>(1)</sup> The Series 1998 Bonds mature on September 1, 2022.

<sup>(2)</sup> Does not reflect the planned payment of the Series 2019 Notes with proceeds of the Series A Bonds.

Source: Dale Scott & Company

## SECURITY AND SOURCE OF PAYMENT FOR THE SERIES A BONDS

### General

In order to provide sufficient funds for repayment of principal and interest when due on the Series A Bonds, the Board of Supervisors of the County (the "Board of Supervisors") is empowered and is obligated to 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 principal of and interest on the Series A Bonds. Such taxes are in addition to but separate from other taxes levied upon property within the District that are deposited by the County to the District's general fund. When collected, the tax revenues will be deposited by the County in the Interest and Sinking Fund, which is required to be maintained by the County and to be used solely for the payment of bonds of the District.

The Series A Bonds are payable from *ad valorem* taxes to be levied within the District pursuant to the California Constitution and other State law and are not a debt or obligation of the County. No fund of the County is pledged or obligated to repayment of the Series A Bonds.

### Statutory Lien on Taxes (Senate Bill 222)

Pursuant to Section 53515 of the California Government Code (which became effective on January 1, 2016), all general obligation bonds issued by local agencies, including refunding bonds, will be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax. Section 53515 provides that the lien will automatically arise, without the need for any action or authorization by the local agency or its governing board, and will be valid and binding from the time the bonds are executed and delivered. Section 53515 further provides that the revenues received pursuant to the levy and collection of the tax will be immediately subject to the lien, and the lien will immediately attach to the revenues and be effective, binding and enforceable against the local agency, its successor, transferees and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

This statutory lien, by its terms, secures not only the Series A Bonds, but also any other bonds of the District payable, as to both principal and interest, from the proceeds of *ad valorem* property taxes that may be levied pursuant to paragraphs (2) and (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution. The statutory lien provision does not specify the relative priority of obligations so secured or a method of allocation in the event that the revenues received pursuant to the levy and collection of the tax are insufficient to pay all amounts then due and owing that are secured by the statutory lien.

### Pledge of Tax Revenues

As provided in the Resolution, the District has pledged all revenues from the property taxes collected from the levy by the Board of Supervisors for the payment of all bonds, including the Series A Bonds (collectively, the "Bonds"), of the District heretofore or hereafter issued pursuant to voter-approved measures of the District and amounts on deposit in the Interest and Sinking Fund to the payment of the principal or redemption price of and interest on the Bonds. The Resolution provides that the property taxes and amounts held in the Interest and Sinking Fund will be immediately subject to this pledge, and the pledge will constitute a lien and security interest which will immediately attach to the property taxes and amounts held in the Interest and Sinking Fund to secure the payment of the Bonds and will 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 Resolution provides that this pledge constitutes an agreement between the District and the owners of the Bonds to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds secured by the pledge are or were issued to finance (or refinance) one or more of the projects specified in the applicable voter-approved measure.

The pledge of tax revenues provided for in the Resolution specifies that said pledge and lien secures the Series A Bonds and other general obligations bonds, including refunding bonds, previously issued or that may be issued in the future pursuant to voter-approved measures. Previous general obligation bonds of the District have been issued under resolutions that pledge tax revenues to secure the general obligation bonds and the general obligation refunding bonds issued thereunder, and the District may provide for a similar pledge of tax revenues in resolutions adopted in the future that authorize general obligation bonds and general obligation refunding bonds. The Resolution does not specify the relative priority of obligations so secured or a method of allocation in the event that the revenues received pursuant to the levy and collection of the tax are insufficient to pay all amounts then due and owing that are secured by the lien of the pledges.

### **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-tax collector prepares and mails tax bills to taxpayers and collects the taxes. Both the county auditor-controller and the county treasurer-tax collector have accounting responsibilities related to the collecting of the property taxes. Once collected, the county auditor-controller apportions and distributes the taxes to the various taxing entities and related funds and accounts. The county treasurer-tax collector, the superintendent of schools of which has jurisdiction over the school district, holds school district funds, including taxes collected for payment of school bonds, and is charged with payment of principal and interest on the school bonds when due, as *ex officio* treasurer of the school district.

### **Assessed Valuation of Property Within the District**

**General.** Taxable property located in the District has a fiscal year 2021-22 assessed value of \$3,006,597,484. All property (real, personal and intangible) is taxable unless an exemption is granted by the California Constitution or United States law. Under the California Constitution, exempt classes of property include household and personal effects, intangible personal property (such as bank accounts, stocks and bonds), business inventories, and property used for religious, hospital, scientific and charitable purposes. The State Legislature may create additional exemptions for personal property, but not for real property. Most taxable property is assessed by the assessor of the county in which the property is located. Some special classes of property are assessed by the State Board of Equalization, as described below.

Taxes are levied for each fiscal year on taxable real and personal property assessed as of the preceding January 1, at which time the lien attaches. The assessed value is required to be adjusted during the course of the year when property changes ownership or new construction is completed. State law also

affords an appeal procedure to taxpayers who disagree with the assessed value of any property. When necessitated by changes in assessed value during the course of a year, a supplemental assessment is prepared so that taxes can be levied on the new assessed value before the next regular assessment roll is completed. See “– *Appeals of Assessed Valuation; Blanket Reductions of Assessed Values*” below.

Under the California Constitution, the State Board of Equalization assesses property of State-regulated transportation and communications utilities, including railways, telephone and telegraph companies, and companies transmitting or selling gas or electricity. The Board of Equalization also is required to assess pipelines, flumes, canals and aqueducts lying within two or more counties. The value of property assessed by the Board of Equalization is allocated by a formula to local jurisdictions in each county, including school districts, and taxed by the local county tax officials in the same manner as for locally assessed property. Taxes on privately owned railway cars, however, are levied and collected directly by the Board of Equalization. Property used in the generation of electricity by a company that does not also transmit or sell that electricity is taxed locally instead of by the Board of Equalization. Thus, the reorganization of regulated utilities and the transfer of electricity-generating property to non-utility companies, as often occurred under electric power deregulation in the State, affects how those assets are assessed, and which local agencies benefit from the property taxes derived. In general, the transfer of State-assessed property located in the District to non-utility companies will increase the assessed value of property in the District, since the property’s value will no longer be divided among all taxing jurisdictions in the County. The transfer of property located and taxed in the District to a State-assessed utility will have the opposite effect: generally reducing the assessed value in the District, as the value is shared among the other jurisdictions in the County. The District is unable to predict future transfers of State-assessed property in the District and the County, the impact of such transfers on its utility property tax revenues, or whether future legislation or litigation may affect ownership of utility assets, the State’s methods of assessing utility property, or the method by which tax revenues of utility property is allocated to local taxing agencies within the County, including the District.

Locally taxed 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 State-assessed property and property (real or personal) for which there is a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. All other property is “unsecured,” and is assessed on the “unsecured roll.” Secured property assessed by the State Board of Equalization is commonly identified for taxation purposes as “utility” property.

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The following table sets forth the assessed valuation of the various classes of property in the District’s boundaries from fiscal years 2002-03 through 2021-22, each as of the date the equalized assessment roll is established in August of each year.

**VALLECITO UNION SCHOOL DISTRICT  
(Calaveras County, California)  
Assessed Valuations  
Fiscal Years 2002-03 through 2021-22**

Fiscal Year	Local Secured	Utility	Unsecured	Total
2002-03	\$1,412,149,716	\$0	\$16,831,072	\$1,428,980,788
2003-04	1,551,704,662	0	20,597,966	1,572,302,628
2004-05	1,700,368,882	0	20,313,517	1,720,682,399
2005-06	1,915,956,546	0	20,492,709	1,936,449,255
2006-07	2,194,880,781	0	20,013,623	2,214,894,404
2007-08	2,397,061,318	0	24,148,509	2,421,208,827
2008-09	2,421,252,374	0	25,638,475	2,446,890,849
2009-10	2,390,275,427	0	26,326,258	2,416,601,685
2010-11	2,269,869,947	0	25,536,111	2,295,406,058
2011-12	2,216,833,464	0	26,352,644	2,243,186,108
2012-13	2,127,210,986	0	25,870,048	2,153,081,034
2013-14	2,096,803,719	0	25,217,821	2,122,021,540
2014-15	2,204,366,928	0	24,779,634	2,229,146,562
2015-16	2,319,049,673	0	22,630,975	2,341,680,648
2016-17	2,370,762,189	0	21,135,748	2,391,897,937
2017-18	2,489,138,305	0	21,780,285	2,510,918,590
2018-19	2,630,038,790	0	20,311,291	2,650,350,081
2019-20	2,733,757,962	0	18,608,226	2,752,366,188
2020-21	2,870,524,430	0	22,753,867	2,893,278,297
2021-22	2,989,355,744	0	17,241,740	3,006,597,484

Source: California Municipal Statistics, Inc.

**Risk of Decline in Property Values.** Assessments may be adjusted during the course of the year when real property changes ownership or new construction is completed. Assessments may also be appealed by taxpayers seeking a reduction as a result of economic and other factors beyond the District’s control, such as a general market decline in property values, including potential market declines caused by the effects of a reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable or religious purposes), pandemic, or the complete or partial destruction of taxable property caused by natural or manmade disaster, such as earthquake, drought, flood, landslide, liquefaction, levee failure, fire, toxic dumping, etc. When necessitated by changes in assessed value in the course of a year, taxes are pro-rated for each portion of the tax year. See also “– Appeals of Assessed Valuation; Blanket Reductions of Assessed Values” below.

**Risk of Changing Economic Conditions.** Property values could be reduced by factors beyond the District’s control, including a depressed real estate market due to general economic conditions in the County, the region, and the State. A pandemic, like the COVID-19 pandemic, may result in an economic recession or depression that causes a general market decline in property values therefore affecting the assessed value of the property in the District. For more information on the impact of the COVID-19 pandemic, see APPENDIX A – “INFORMATION RELATING TO THE DISTRICT’S OPERATIONS AND BUDGET – DISTRICT FINANCIAL MATTERS – Infectious Disease Outbreak.”

***Risk of Climate Change.*** The change in the Earth’s average atmospheric temperature, generally referred to as “climate change,” is expected to, among other things, increase the frequency of extreme weather events. The direct risks posed by climate change currently include or are expected to include more extreme heat events, increased incidence of wildfire and drought, rising sea levels, changes in precipitation levels, and more intense storms. As greenhouse gas emissions continue to accumulate, climate change will intensify and increase the frequency of such extreme weather events. One or more of such extreme weather events could negatively impact the assessed value of the property within the District. The District cannot predict the timing, extent, or severity of climate change and its impact on property values in the District.

***Risk of Earthquake.*** The District is located in a seismically active region. The most notable earthquake faults in the region include the Cleveland Hills and Sierra Nevada Faults and the San Joaquin fault zone. Property values could be reduced by the complete or partial destruction of taxable property as a result of an earthquake.

***Risk of Drought.*** In recent years, the State has experienced severe drought conditions. In March 2021, the Secretary of the United States Department of Agriculture designated 50 of 58 counties in the State as primary natural disaster areas due to drought. In April 2021, the Governor of California (the “Governor”) proclaimed a regional drought emergency in two counties due to record drought conditions, and subsequently expanded such proclamation three times until the drought emergency applied to all counties in the State. Such proclamation further directs that State agencies take actions to increase drought resiliency and address drought-related emergencies, and that the California State Water Resources Control Board reconsider regulations for reservoir releases and water diversions to maintain water supply. In support of such efforts, on July 8, 2021, the Governor also signed Executive Order N-10-21 calling on a State-wide voluntary reduction in water use of 15% from 2020 levels. The District cannot predict the extent to which drought conditions within the County or any of the adjoining counties could cause reduced economic activity within the boundaries of the District or the extent to which drought conditions may impact District facilities or the assessed value of taxable property within the District.

***Risk of Wildfire.*** Property damage due to wildfire could result in significant damage to, destruction of, and significant decreases in the assessed value of taxable property within the boundaries of the District, as well as in damage to or destruction of District facilities and property. In recent years, portions of the State, including the County and adjacent counties, have experienced wildfires that have burned thousands of acres and destroyed thousands of homes and structures. Notable incidents that have impacted the County and adjacent counties in recent years include the Waverly Fire, the Donnell Fire, the Walker Fire, the SCU Lightning Complex Fires, the Salt Fire, and Caldor Fire.

[The Waverly Fire, which started in June 2018, burned approximately 12,300 acres through the adjacent county of San Joaquin and destroyed 1 structure according to the California Department of Forestry and Fire Protection (“Cal Fire”). The Donnell Fire, which started in August 2018, burned approximately 36,450 acres through the adjacent county of Tuolumne, destroyed 135 structures and caused 9 injuries according to Cal Fire. The Walker Fire, which started in June 2020, burned approximately 1,455 acres through the County and destroyed 2 structures according to Cal Fire. The SCU Lightning Complex Fire, which started in August 2020, burned approximately 396,624 acres of land in the adjacent counties of Alameda, Contra Costa, Merced, Santa Clara, San Joaquin and Stanislaus, damaged 26 structures, destroyed 222 structures and caused 6 injuries according to Cal Fire. The Salt Fire, which started in August 2020, burned approximately 1,789 acres through the County according to Cal Fire. The Caldor Fire, which started in August 2021, burned approximately 221,835 acres of land in the adjacent counties of El Dorado, Amador and Alpine, damaged 81 structures, destroyed 1,003 structures, and caused 5 injuries according to Cal Fire.]

[Within the boundaries of the District, no property was damaged or destroyed by the Waverly Fire, the Donnell Fire, the Walker Fire, the SCU Lightning Complex Fire, the Salt Fire, [the Caldor Fire] or other recent wildfires. Further, no District facilities were damaged or destroyed by the Waverly Fire, the Donnell Fire, the Walker Fire, the SCU Lightning Complex Fire, the Salt Fire, [the Caldor Fire] or other recent wildfires.] *[District to confirm and provide updates.]* The adjacent counties of Alpine, Amador, San Joaquin, Stanislaus and Tuolumne have also been impacted by the wildfires mentioned above. The District cannot predict the extent to which any future wildfires within the District, the County, or any of the adjoining counties could cause reduced economic activity within the boundaries of the District or the extent to which wildfires may impact District facilities or the assessed value of taxable property within the District.

Prospective purchasers of the Series A Bonds should be aware that, notwithstanding any decrease in assessed valuation for any fiscal year, the County is required to levy sufficient taxes to pay debt service on the Series A Bonds. The consequence of any decrease in assessed valuation is a corresponding increase in the tax rate on taxable property so that sufficient tax revenues may be collected from taxpayers to cover debt service on the Series A Bonds in full.

***Appeals of Assessed Valuation; Blanket Reductions of Assessed Values.*** There are two basic types of property tax assessment appeals provided for under State law. The first type of appeal, commonly referred to as a base year assessment appeal, involves a dispute on the valuation assigned by the assessor immediately subsequent to an instance of a change in ownership or completion of new construction. If the base year value assigned by the assessor is reduced, the valuation of the property cannot increase in subsequent years more than 2% annually unless and until another change in ownership and/or additional new construction or reconstruction activity occurs. Any base year appeal must be made within four years of the change of ownership or new construction date.

The second type of appeal, commonly referred to as a Proposition 8 appeal (which Proposition 8 was approved by the voters in 1978), can result if factors occur causing a decline in the market value of the property to a level below the property's then current taxable value (escalated base year value). Pursuant to State law, a property owner may apply for a Proposition 8 reduction of the property tax assessment for such owner's property by filing a written application with the appropriate county board of equalization or assessment appeals board. A property owner desiring a Proposition 8 reduction of the assessed value of such owner's property in any one year must submit an application to the county assessment appeals board (the "Appeals Board"). Following a review of the application by the county assessor's office, the county assessor may offer to the property owner the opportunity to stipulate to a reduced assessment, or may confirm the assessment. If no stipulation is agreed to, and the applicant elects to pursue the appeal, the matter is brought before the Appeals Board (or, in some cases, a hearing examiner) for a hearing and decision. The Appeals Board generally is required to determine the outcome of appeals within two years of each appeal's filing date. Any reduction in the assessment ultimately granted applies only to the year for which application is made and during which the written application is filed. The assessed value increases to its pre-reduction level (such pre-reduction level escalated by the annual inflation rate of no more than 2%) following the year for which the reduction application is filed. However, the county assessor has the power to grant a reduction not only for the year for which application was originally made, but also for the then current year and any intervening years as well. In practice, such a reduced assessment may and often does remain in effect beyond the year in which it is granted.

In addition, Article XIII A of the California Constitution provides that the full cash value base of real property used in determining taxable value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. This measure is computed on a calendar year basis.

According to representatives of the County assessor’s office, the County has in the past, pursuant to Article XIII A of the California Constitution, ordered blanket reductions of assessed property values and corresponding property tax bills on single family residential properties when the value of the property has declined below the current assessed value as calculated by the County.

No assurance can be given that property tax appeals and/or blanket reductions of assessed property values will not significantly reduce the assessed valuation of property within the District in the future.

See APPENDIX A – “INFORMATION RELATING TO THE DISTRICT’S OPERATIONS AND BUDGET – CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Limitations on Revenues” for a discussion of other limitations on the valuation of real property with respect to *ad valorem* taxes.

**Bonding Capacity.** As an elementary school district, the District may issue bonds in an amount up to 1.25% of the assessed valuation of taxable property within its boundaries. The District’s fiscal year 2021-22 gross bonding capacity (also commonly referred to as the “bonding limit” or “debt limit”) is approximately \$37.58 million and its net bonding capacity is approximately \$23.96 million (taking into account current outstanding debt before the issuance of the Series A Bonds). Refunding bonds may be issued without regard to this limitation; however, once issued, the outstanding principal of any refunding bonds is included when calculating the District’s bonding capacity.

**Assessed Valuation by Jurisdiction.** The following table describes the percentage and value of the total assessed valuation of the property within the District’s boundaries. The District is located entirely within the County and unincorporated portions of the County for fiscal year 2021-22.

**VALLECITO UNION SCHOOL DISTRICT  
(Calaveras County, California)  
Fiscal Year 2021-22 Assessed Valuation by Jurisdiction**

Jurisdiction	Assessed Valuation in District	% of District	Assessed Valuation of Jurisdiction	% of Jurisdiction in District
Unincorporated Calaveras County	\$3,006,597,484	100.00%	\$7,381,796,660	40.73%
<b>Total District</b>	<b>\$3,006,597,484</b>	<b>100.00%</b>		
Calaveras County	\$3,006,597,484	100.00%	\$8,284,542,879	36.29%

Source: California Municipal Statistics, Inc.

**Assessed Valuation by Land Use.** The following table sets forth a distribution of taxable property located in the District on the fiscal year 2021-22 tax roll by principal purpose for which the land is used, and the assessed valuation and number of parcels for each use.

**VALLECITO UNION SCHOOL DISTRICT  
(Calaveras County, California)  
Fiscal Year 2021-22 Assessed Valuation and Parcels by Land Use**

	2021-22 Assessed Valuation <sup>(1)</sup>	% of Total	No. of Parcels	% of Total
<b>Non-Residential:</b>				
Agricultural/Rural	\$251,253,852	8.40%	865	5.37%
Timber & Mining	6,636,472	0.22	258	1.60
Commercial/Office	101,346,259	3.39	196	1.22
Vacant Commercial	5,226,196	0.17	85	0.53
Industrial	12,344,292	0.41	25	0.16
Vacant Industrial	530,203	0.02	6	0.04
Government/Social/Institutional	4,446,274	0.15	595	3.69
Subtotal Non-Residential	<u>\$381,783,548</u>	<u>12.77%</u>	<u>2,030</u>	<u>12.60%</u>
<b>Residential:</b>				
Single Family Residence	\$2,409,488,452	80.60%	8,959	55.59%
Condominium	29,108,480	0.97	149	0.92
Mobile Home	24,616,730	0.82	263	1.63
Mobile Home Park	6,785,556	0.23	3	0.02
2-4 Residential Units	41,504,014	1.39	120	0.74
5+ Residential Units/Apartments	2,721,774	0.09	4	0.02
Miscellaneous Residential	11,426,295	0.38	1,738	10.78
Vacant Residential	81,920,895	2.74	2,851	17.69
Subtotal Residential	<u>\$2,607,572,196</u>	<u>87.23%</u>	<u>14,087</u>	<u>87.40%</u>
<b>Total</b>	<b>\$2,989,355,744</b>	<b>100.00%</b>	<b>16,117</b>	<b>100.00%</b>

<sup>(1)</sup> Local secured assessed valuation, excluding tax-exempt property.  
Source: California Municipal Statistics, Inc.

**Assessed Valuation of Single-Family Homes.** The following table sets forth the assessed valuation of single-family homes in the District's boundaries for fiscal year 2021-22, including the average and median per parcel assessed value.

**VALLECITO UNION SCHOOL DISTRICT  
(Calaveras County, California)  
Fiscal Year 2021-22 Per Parcel Assessed Valuation of Single Family Homes**

	Number of Parcels	2021-22 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single Family Residential	8,959	\$2,409,488,452	\$268,946	\$251,104

2021-22 Assessed Valuation	No. of Parcels <sup>(1)</sup>	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$24,999	66	0.737%	0.737%	\$ 1,063,860	0.044%	0.044%
\$25,000 - \$49,999	235	2.623	3.360	9,126,151	0.379	0.423
\$50,000 - \$74,999	312	3.483	6.842	19,481,211	0.809	1.231
\$75,000 - \$99,999	325	3.628	10.470	28,730,271	1.192	2.424
\$100,000 - \$124,999	418	4.666	15.136	47,476,629	1.970	4.394
\$125,000 - \$149,999	549	6.128	21.264	75,590,688	3.137	7.531
\$150,000 - \$174,999	623	6.954	28.217	101,575,070	4.216	11.747
\$175,000 - \$199,999	661	7.378	35.595	124,102,894	5.151	16.898
\$200,000 - \$224,999	618	6.898	42.494	131,278,444	5.448	22.346
\$225,000 - \$249,999	643	7.177	49.671	152,575,132	6.332	28.678
\$250,000 - \$274,999	661	7.378	57.049	173,314,377	7.193	35.871
\$275,000 - \$299,999	556	6.206	63.255	159,508,842	6.620	42.491
\$300,000 - \$324,999	546	6.094	69.349	170,711,442	7.085	49.576
\$325,000 - \$349,999	505	5.637	74.986	170,400,929	7.072	56.648
\$350,000 - \$374,999	425	4.744	79.730	153,468,916	6.369	63.018
\$375,000 - \$399,999	384	4.286	84.016	148,584,195	6.167	69.184
\$400,000 - \$424,999	279	3.114	87.130	115,064,220	4.775	73.960
\$425,000 - \$449,999	222	2.478	89.608	96,837,100	4.019	77.979
\$450,000 - \$474,999	172	1.920	91.528	79,461,322	3.298	81.277
\$475,000 - \$499,999	168	1.875	93.403	81,815,642	3.396	84.672
\$500,000 and greater	591	6.597	100.000	369,321,117	15.328	100.000
Total	8,959	100.000%		\$2,409,488,452	100.000%	

<sup>(1)</sup> Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.  
Source: California Municipal Statistics, Inc.

**Largest Secured Taxpayers in District.** The following table sets forth the 20 taxpayers with the greatest combined ownership of taxable property in the District on the fiscal year 2021-22 tax roll, and the assessed valuation of all property owned by those taxpayers in all taxing jurisdictions within the District, are set forth below.

**VALLECITO UNION SCHOOL DISTRICT  
(Calaveras County, California)  
Largest Fiscal Year 2021-22 Local Secured Taxpayers**

	Property Owner	Primary Land Use	2021-22 Assessed Valuation	Percent of Total <sup>(1)</sup>
1.	John H. & Gail E. Kautz, Trustees	Winery/Vineyards	\$15,184,563	0.51%
2.	Robert M. Reeve	Mobile Home Park	5,010,344	0.17
3.	Jackson Rancheria Development Corporation	Agricultural	4,942,140	0.17
4.	Henry L. & Diane K. Rullhausen, Trustees	Commercial	3,760,693	0.13
5.	David M. Johnson	Shopping Center	3,261,000	0.11
6.	Ralph and Sonya Hosceley	Agricultural	3,205,612	0.11
7.	Dennis K. and Vernagac Lee	Commercial	3,148,973	0.11
8.	Sequoia Recreation Prop Inc.	Golf Course	3,147,124	0.11
9.	Indian Rock Vineyards LLC	Agricultural	2,890,977	0.10
10.	James R. and Yvonne Heryford, Trustees	Residential	2,880,305	0.10
11.	Huntington LP	Public Storage	2,747,862	0.09
12.	Lodge at Manuel Mills LLC	Bed and Breakfast	2,743,140	0.09
13.	James M. and Lorena S. Newsom, Trustees	Residential	2,657,284	0.09
14.	Sierra Pacific Industries	Timber	2,654,990	0.09
15.	Erica Thomson Mettelhauser	Agricultural	2,587,085	0.09
16.	Robert Seth & Darci Ann Klotz	Residential	2,477,327	0.08
17.	Hui Nui LLC	Commercial	2,415,936	0.08
18.	California Waste Recovery Systems LLC	Industrial	2,408,732	0.08
19.	George and Jacqui Dimic	Agricultural	2,341,876	0.08
20.	Michael Ninos	Commercial	2,273,604	0.08
			<b>\$72,739,567</b>	<b>2.43%</b>

<sup>(1)</sup> The fiscal year 2021-22 local secured assessed valuation is \$2,989,355,744.  
Source: California Municipal Statistics, Inc.

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. Furthermore, assessments may be appealed by taxpayers seeking a reduction as a result of economic and other factors beyond the District's control. See "*Appeals of Assessed Valuation; Blanket Reductions of Assessed Values*" above.

**Tax Rates**

**General.** The California Constitution permits the levy of an *ad valorem* tax on taxable property not to exceed 1% of the full cash value of the property, and State law requires the full 1% tax to be levied. The levy of special *ad valorem* property taxes in excess of the 1% levy is permitted as necessary to provide for debt service payments on school bonds and other voter-approved indebtedness.

The rate of tax necessary to pay fixed debt service on the Series A Bonds in a given year depends on the assessed value of taxable property in that year. (The rate of tax imposed on unsecured property for repayment of the Series A Bonds is based on the prior year's secured property tax rate.) Economic and other factors beyond the District's control, such as a general market decline in property values, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational,

hospital, charitable or religious purposes), pandemic, or the complete or partial destruction of taxable property caused by natural or manmade disaster, such as earthquake, flood, drought, fire, toxic dumping, etc., could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the annual tax rate to be levied to pay the principal of and interest on the Series A Bonds. Issuance of additional authorized bonds in the future might also cause the tax rate to increase.

**Typical Tax Rate Area.** The following table sets forth *ad valorem* property tax rates for the last five fiscal years in the typical tax rate area of the District (TRA 79-018). TRA 79-018 comprises approximately 66.41% of the total assessed value of taxable property in the District for fiscal year 2021-22.

**VALLECITO UNION SCHOOL DISTRICT  
(Calaveras County, California)  
Typical Total Tax Rates per \$100 of Assessed Valuation (TRA 79-018)<sup>(1)</sup>  
Fiscal Years 2017-18 through 2021-22**

	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21	Fiscal Year 2021-22
General Tax Rate	1.000000%	1.000000%	1.000000%	1.000000%	1.000000%
Calaveras County	0.020739	0.021661	0.024848	0.020992	0.019947
Yosemite Community College District	0.024068	0.025974	0.023778	0.022778	0.024218
Bret Harte Union High School District	0.019317	0.018688	0.022822	0.021148	0.018467
Vallecito Union School District	0.023404	0.030390	0.033023	0.030661	0.033821
Total	1.087528%	1.096713%	1.104471%	1.095579%	1.096453%

<sup>(1)</sup> Fiscal year 2021-22 assessed valuation of TRA 79-018 is \$1,996,542,227.  
Source: California Municipal Statistics, Inc.

In accordance with the California Constitution and the California Education Code, bonds approved pursuant to the 2018 Authorization may not be issued unless the District projects that repayment of all outstanding bonds approved under the 2018 Authorization will require a tax rate no greater than \$30.00 per \$100,000.00 of assessed value. Based on the assessed value of taxable property in the District at the time of issuance of the Series A Bonds, the District projects that the maximum tax rate required to repay the Series A Bonds, and all other outstanding bonds approved under the 2018 Authorization, will be within such legal limit. The tax rate limitation applies only when new bonds are issued and does not restrict the authority of the Board of Supervisors to levy taxes at such rate as may be necessary to pay debt service on the Series A Bonds and any other series of bonds issued under the 2018 Authorization in each year.

**Tax Charges and Delinquencies**

**General.** A school district’s share of the 1% countywide tax is based on the actual allocation of property tax revenues to each taxing jurisdiction in the county in fiscal year 1978-79, as adjusted according to a complicated statutory process enacted since that time. Revenues derived from special *ad valorem* taxes for voter-approved indebtedness, including the Series A Bonds, are reserved to the taxing jurisdiction that approved and issued the debt, and may only be used to repay that debt.

The Treasurer-Tax Collector prepares the property tax bills. Property taxes on the regular secured assessment roll are due in two equal installments: the first installment is due on November 1, and becomes delinquent after December 10. The second installment is due on February 1 and becomes delinquent after April 10. If taxes are not paid by the delinquent date, a 10% penalty attaches and a \$10 cost is added to unpaid second installments. If taxes remain unpaid by June 30, the tax is deemed to be in



default, and a \$15 state redemption fee applies. Interest then begins to accrue at the rate of 1.5% per month. The property owner has the right to redeem the property by paying the taxes, accrued penalties, and costs within five years of the date the property went into default. If the property is not redeemed within five years, it is subject to sale at a public auction by the Treasurer-Tax Collector. The date on which taxes on supplemental assessments are due depends on when the supplemental tax bill is mailed.

Property taxes on the unsecured roll are due in one payment on the lien date, January 1, and become delinquent after August 31. A 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue on November 1. To collect unpaid taxes, the Treasurer-Tax Collector may obtain a judgment lien upon and cause the sale of all property owned by the taxpayer in the County, and may seize and sell personal property, improvements and possessory interests of the taxpayer. The Treasurer-Tax Collector may also bring a civil suit against the taxpayer for payment. In light of the financial hardship that many taxpayers experienced due to COVID-19, the Governor issued Executive Order N-61-20, which suspended until May 6, 2021, the statutory requirements for the imposition of penalties, costs, and interest for the failure to pay property taxes on the secured or unsecured roll, or to pay a supplemental bill provided certain conditions were met.

Property tax delinquencies may be impacted by economic and other factors beyond the District's control, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the District, including high interest rates, reduced consumer confidence, reduced real wages or reduced economic activity as a result of a pandemic or a natural or manmade disaster, such as earthquake, drought, flood, fire or toxic dumping. However, the County has adopted the Teeter Plan (defined herein), according to which the County distributes to the District the amount levied on the secured and supplemental tax rolls, instead of the amount actually collected. For more information, see “– Teeter Plan” below. It is not possible for the District to make any representation regarding the extent to which an economic recession or depression could impact the ability or willingness of property owners within the District to pay property taxes in the future. For more information on the impact of the COVID-19 pandemic, see APPENDIX A – “INFORMATION RELATING TO THE DISTRICT'S OPERATIONS AND BUDGET – DISTRICT FINANCIAL MATTERS – Infectious Disease Outbreak.” If delinquencies increase substantially as a result of the unprecedented events of the COVID-19 pandemic or other events outside the control of the District, the County does have the authority to increase allowances for annual reserves in the tax levy to avoid fluctuating tax levies.

**Secured Tax Charges and Delinquencies within the District.** The first table below sets forth the real property tax charges and corresponding delinquencies for the District’s general obligation bond debt service levy, with respect to the property located in the District, for fiscal years 2016-17 through 2020-21. For reference and as an indication of comparative delinquency rates, the second table below sets forth the real property tax charges and corresponding delinquencies for the County’s 1% general fund levy, with respect to property located in the District. The County’s 1% general fund apportionment is not pledged to and does not secure the repayment of the Series A Bonds. Such information for the 1% general fund levy was not available prior to fiscal year 2018-19. See “– Teeter Plan” below.

**VALLECITO UNION SCHOOL DISTRICT  
(Calaveras County, California)  
Secured Tax Charges and Delinquencies  
Fiscal Years 2016-17 through 2020-21**

Fiscal Year	Secured Tax Charge <sup>(1)</sup>	Amount Delinquent June 30	% Delinquent June 30
2016-17	\$801,830.46	\$ 8,906.50	1.11%
2017-18	578,280.30	7,287.66	1.26
2018-19	797,650.00	9,756.82	1.22
2019-20	896,234.91	10,756.49	1.20
2020-21	869,056.13	10,076.85	1.16

Fiscal Year	Secured Tax Charge <sup>(2)</sup>	Amount Delinquent June 30	% Delinquent June 30
2018-19 <sup>(3)</sup>	\$5,923,298.81	\$116,271.17	1.96%
2019-20	6,110,808.48	123,845.94	2.03
2020-21	6,363,556.64	121,007.09	1.90

<sup>(1)</sup> General obligation bond debt service levy.  
<sup>(2)</sup> 1% general fund apportionment.  
<sup>(3)</sup> Information not available prior to fiscal year 2018-19.  
Source: California Municipal Statistics, Inc.

**Teeter Plan**

The Board of Supervisors has adopted 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, each participating local agency levying property taxes in the County, including school districts, receives the full amount of uncollected taxes levied on the secured tax roll credited to its fund, in the same manner as if the full amount due from taxpayers had been collected. In return, the County receives and retains delinquent payments, penalties and interest as collected that would have been due the local agency. The County applies the Teeter Plan to taxes levied for repayment of school district general obligation bonds on the secured tax roll. There can be no assurances that the County will have sufficient funds available to distribute the full amount of the District’s share of property tax collections to the District. However, State law requires the County to levy *ad valorem* property taxes sufficient to pay the Series A Bonds when due.

The Teeter Plan is to remain in effect unless the Board of Supervisors 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 receives a petition for its discontinuance from two-thirds of the participating revenue districts in the County. The Board of Supervisors may also, after holding a public hearing on the matter, discontinue the Teeter Plan with respect to any tax levying agency or assessment levying agency in the County if the rate of secured tax delinquency in that agency in any year exceeds 3% of the total of

all taxes and assessments levied on the secured roll in that agency. The District is not aware of any plans by the Board of Supervisors to discontinue the Teeter Plan.

**Direct and Overlapping Debt**

Set forth on the following page is a schedule of direct and overlapping debt prepared by California Municipal Statistics, Inc. effective March 29, 2022 for debt outstanding as of May 1, 2022. The table is included for general information purposes only. The District has not reviewed this table for completeness or accuracy and makes no representations in connection therewith. The first column in the table names each public agency which has outstanding debt as of the date of the schedule and whose territory overlaps the District in whole or in part. Column two sets forth the percentage of each overlapping agency’s assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not set forth in the table) produces the amount set forth in column three, which is the apportionment of each overlapping agency’s outstanding debt to taxable property in the District.

The schedule generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

**VALLECITO UNION SCHOOL DISTRICT  
(Calaveras County, California)  
Statement of Direct and Overlapping Bonded Debt**

March 29, 2022

2021-22 Assessed Valuation: \$3,006,597,484

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 5/1/22</u>
Calaveras County	36.292%	\$11,058,172
Yosemite Community College District	4.119	10,858,564
Bret Harte Union High School District	59.760	7,651,471
<b>Vallecito Union School District</b>	<b>100.000</b>	<b>13,624,457<sup>(1)</sup></b>
Calaveras County Water District 1915 Act Bonds	100.000	<u>1,585,809</u>
<b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>\$44,778,473</b>
<u>OVERLAPPING GENERAL FUND DEBT:</u>		
Calaveras County Certificates of Participation	36.292	\$2,192,037
Bret Harte Union High School District Certificates of Participation	59.760	<u>1,149,968</u>
<b>TOTAL OVERLAPPING GENERAL FUND DEBT</b>		<b>\$3,342,005</b>
<b>COMBINED TOTAL DEBT</b>		<b>\$48,120,478<sup>(2)</sup></b>

Ratios to Assessed Valuation:

<b>Direct Debt (\$13,624,457)</b> .....	<b>0.45%</b>
<b>Total Direct and Overlapping Tax and Assessment Debt</b> .....	<b>1.49%</b>
<b>Combined Total Debt</b> .....	<b>1.60%</b>

<sup>(1)</sup> Excludes issuance of the Series A Bonds. Also excludes accreted value.

<sup>(2)</sup> Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

## TAX MATTERS

[In the opinion of Orrick, Herrington & Sutcliffe LLP, bond counsel to the District (“Bond Counsel”), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “Code”) and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Series A Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series A Bonds. A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix C.

To the extent the issue price of any maturity of the Series A Bonds is less than the amount to be paid at maturity of such Series A Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series A Bonds), the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Series A Bonds which is excluded from gross income for federal income tax purposes and exempt from State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Series A Bonds is the first price at which a substantial amount of such maturity of the Series A Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Series A Bonds accrues daily over the term to maturity of such Series A Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Series A Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Series A Bonds. Beneficial Owners of the Series A Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Series A Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such Series A Bonds in the original offering to the public at the first price at which a substantial amount of such Series A Bonds is sold to the public.

Series A Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of obligations, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner’s basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series A Bonds. The District has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Series A Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Series A Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series A Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events

occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Series A Bonds may adversely affect the value of, or the tax status of interest on, the Series A Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Series A Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Series A Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Series A Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Series A Bonds. Prospective purchasers of the Series A Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Series A Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the District or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The District has covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Series A Bonds ends with the issuance of the Series A Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the District or the Beneficial Owners regarding the tax-exempt status of the Series A Bonds in the event of an audit examination by the IRS. Under current procedures, Beneficial Owners would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the District legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Series A Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Series A Bonds, and may cause the District or the Beneficial Owners to incur significant expense.

Payments on the Series A Bonds generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate Beneficial Owner of Series A Bonds may be subject to backup withholding with respect to "reportable payments," which include interest paid on the Series A Bonds and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the Series A Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify

under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against a Beneficial Owner's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain Beneficial Owners (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. The failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.]

## **OTHER LEGAL MATTERS**

### **Legal Opinion**

The validity of the Series A Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District. Bond Counsel expects to deliver an opinion with respect to the Series A Bonds at the time of issuance substantially in the form set forth in Appendix C. Bond Counsel, as such, undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the District by Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel to the District, and for the Underwriter by Jones Hall, A Professional Law Corporation, as Underwriter's Counsel.

### **Legality for Investment in California**

Under the provisions of the California Financial Code, the Series A Bonds are legal investments for commercial banks in the State to the extent that the Series A Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and, under provisions of the California Government Code, the Series A Bonds are eligible securities for deposit of public monies in the State.

### **Continuing Disclosure**

The District has covenanted for the benefit of the holders and Beneficial Owners of the Series A Bonds to provide, or to cause to be provided, to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system or such other electronic system designated by the Municipal Securities Rulemaking Board (the "EMMA System") certain annual financial information and operating data relating to the District (the "Annual Report") by not later than nine months following the end of the District's fiscal year (currently ending June 30), commencing with the report for fiscal year 2021-22 (which is due no later than April 1, 2023) and notice of the occurrence of certain enumerated events ("Notice Events") in a timely manner not in excess of ten business days after the occurrence of such a Notice Event. The specific nature of the information to be contained in the Annual Report and the notices of Notice Events is set forth in APPENDIX D - "FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) (the "Rule") of the Securities and Exchange Commission.

*[To be updated per Underwriter's CD Report.]*

[Dale Scott & Company currently serves as the District's dissemination agent in connection with each of the District's prior continuing disclosure undertakings pursuant to the Rule and will serve as dissemination agent in connection with the continuing disclosure undertaking pursuant to the Rule relating to the Series A Bonds.]

## **Litigation**

No litigation is pending or threatened concerning or contesting the validity of the Series A Bonds or the District's ability to receive *ad valorem* taxes and to collect other revenues, or contesting the District's ability to issue and retire the Series A Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the title to their offices of District officers who will execute the Series A Bonds or District officials who will sign certifications relating to the Series A Bonds, or the powers of those offices. A certificate (or certificates) to that effect will be furnished to the Underwriter at the time of the original delivery of the Series A Bonds.

[The District is occasionally subject to lawsuits and claims. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the financial position or operations of the District.] *[District to confirm.]*

## **ESCROW VERIFICATION**

The arithmetical accuracy of certain computations included in the schedules provided by the Underwriter (defined herein) relating to the computation of projected receipts of principal and interest on the Defeasance Securities, and the projected payments of principal, redemption premium, if any, and interest to retire the Series 2019 Notes will be verified by Causey Demgen & Moore P.C., Denver, Colorado (the "Verification Agent"). Such computations will be based solely on assumptions and information supplied by the District and the Underwriter. The Verification Agent will restrict its procedures to verifying the arithmetical accuracy of certain computations and will not make any study to evaluate the assumptions and information on which the computations are based, and will express no opinion on the data used, the reasonableness of the assumptions or the achievability of the projected outcome.

## **FINANCIAL STATEMENTS**

The District's audited financial statements for fiscal year ended June 30, 2021 are included in Appendix B. Such financial statements have been audited by Eide Bailly LLP, Menlo Park, California ("Eide Bailly"). The District has not requested nor has the District obtained the consent of Eide Bailly to the inclusion of its report in Appendix B. Eide Bailly has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Eide Bailly has not been requested to perform and has not performed any procedures relating to the Official Statement.

## **MISCELLANEOUS**

### **Rating**

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC has assigned its rating of "[ ]" to the Series A Bonds. A rating agency generally bases its rating on its own investigations, studies and assumptions as well as information and materials furnished to it (which may include information and materials from the District, which are not included in this Official Statement). The rating reflects only the view of the rating agency furnishing the same, and any explanation of the significance of the rating should be obtained only from the rating agency providing the same. Such rating is not a recommendation to buy, sell or hold the Series A Bonds. There is no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by the rating agency providing the same, if, in the judgment of such rating agency, circumstances so

warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price of the Series A Bonds. Neither the Underwriter (defined below) nor the District has undertaken any responsibility after the offering of the Series A Bonds to assure the maintenance of the rating or to oppose any such revision or withdrawal.

### **Professionals Involved in the Offering**

Orrick, Herrington & Sutcliffe LLP is acting as Bond Counsel and Disclosure Counsel with respect to the Series A Bonds, and will receive compensation from the District contingent upon the sale and delivery of the Series A Bonds. Dale Scott & Company is acting as the District's municipal advisor (the "Municipal Advisor") with respect to the Series A Bonds. Jones Hall, A Professional Law Corporation, San Francisco, California, is acting as counsel to the Underwriter with respect to the Series A Bonds. Payment of the fees and expenses of the District's Municipal Advisor and counsel to the Underwriter are also contingent upon the sale and delivery of the Series A Bonds.

### **Underwriting**

The Series A Bonds are being purchased for reoffering to the public by RBC Capital Markets, LLC (the "Underwriter"), pursuant to the terms of a bond purchase agreement executed on \_\_\_\_\_, 2022 (the "Purchase Agreement"), by and between the Underwriter and the District. The Underwriter has agreed to purchase the Series A Bonds at a price of \$\_\_\_\_\_. The Purchase Agreement provides that the Underwriter will purchase all of the Series A Bonds, subject to certain terms and conditions set forth in the Purchase Agreement, including the approval of certain legal matters by counsel.

The Underwriter may offer and sell the Series A Bonds to certain securities dealers and dealer banks and banks acting as agent at prices lower than the public offering prices set forth on the inside front cover page of this Official Statement. The public offering prices may be changed from time to time by the Underwriter.

*[The Underwriter has provided the following information for inclusion in this Official Statement. The District does not guarantee the accuracy or completeness of the following information, and the inclusion thereof should not be construed as a representation of the District.]*

The Underwriter and its respective affiliates are full-service financial institutions engaged in various activities that may include securities trading, commercial and investment banking, municipal advisory, brokerage, and asset management. In the ordinary course of business, the Underwriter and its respective affiliates may actively trade debt and, if applicable, equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). The Underwriter and its respective affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offering or other offering of the District. The Underwriter and its respective affiliates may make a market in credit default swaps with respect to municipal securities in the future. The Underwriter and its respective affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of this securities offering or other offerings of the District.]

### **ADDITIONAL INFORMATION**

The purpose of this Official Statement is to supply information to purchasers of the Series A Bonds. Quotations from and summaries and explanations of the Series A Bonds and of the statutes and documents contained herein do not purport to be complete, and reference is made to such documents and statutes for full and complete statements of their provisions.



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 to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Series A Bonds.

The District has duly authorized the delivery of this Official Statement.

**VALLECITO UNION SCHOOL DISTRICT**

By: \_\_\_\_\_  
Superintendent

**APPENDIX A**

**INFORMATION RELATING TO THE DISTRICT'S OPERATIONS AND BUDGET**

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*The information in this appendix concerning the operations of the Vallecito Union School District (the "District"), the District's finances, and State of California (the "State") funding of education, is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Series A Bonds is payable from the general fund of the District or from State revenues. The Series A Bonds are payable from the proceeds of an ad valorem tax approved by the voters of the District pursuant to all applicable laws and requirements of the Constitution of the State (the "California Constitution"), and required to be levied by the County of Calaveras (the "County") on property within the District in an amount sufficient for the timely payment of principal of and interest on the Series A Bonds. See "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES A BONDS" in the front portion of this Official Statement.*

## THE DISTRICT

### Introduction

The District was established in 1971. The District is located in the Sierra Foothills in the County and provides public education within an approximately 250 square mile area. The District operates two elementary schools for students in transitional kindergarten ("TK") through fifth grade, one middle school for students in sixth through eighth grade, and one home school academy for students in TK through eighth grade. Total enrollment in the District was approximately 544 students in fiscal year 2020-21. As of the preparation of the District's second interim report for fiscal year 2021-22 (the "Fiscal Year 2021-22 Second Interim Report"), total enrollment in the District is projected to be approximately 561 students in fiscal year 2021-22. Since the District is a community funded district that is primarily funded by property tax revenues, changes in enrollment do not impact property tax revenues and have a negligible impact on State aid. For more information on enrollment and the District's funding, see "DISTRICT FINANCIAL MATTERS – State Funding of Education; State Budget Process – *Enrollment, A.D.A. and LCFF.*" The District operates under the jurisdiction of the Calaveras County Superintendent of Schools. Total assessed valuation of taxable property in the District in fiscal year 2021-22 is approximately \$3.01 billion.

### Governing Board

The District is governed by a five-member Governing Board (the "Governing Board"), each member of which is a voting member. The members are elected at large to four-year terms in alternate slates of two and three, and elections are held every two years. Each December, the Governing Board elects a President and a Clerk to serve one-year terms. Current voting members of the Governing Board, together with their office and the date their current term expires, are listed below.

### VALLECITO UNION SCHOOL DISTRICT (Calaveras County, California)

#### Governing Board

Name	Office	Term Expires
Mark Dyken	President	December 2022
[ ]	Clerk	December 2022
Jessica Hitchcock	Member	December 2022
Shannon Simpson	Member	December 2024
Susan Singleton	Member	December 2024

### Superintendent and Business Services Personnel

**General.** The Superintendent of the District and the Chief Business Official are appointed by the Governing Board. The Superintendent reports directly to the Governing Board. The Chief Business

Official reports directly to the Superintendent. The Superintendent is responsible for management of the District's day-to-day operations and supervises the work of other key District administrators, including the Chief Business Official. The current Superintendent, Tom Hoskins, has served in this position since [July 2021]. The Chief Business Official is responsible for management of the District's finances and business operations. Gretchen McReynolds has served as Chief Business Official since July 2004.

***Tom Hoskins, Superintendent. [District to provide short biography.]***

***Gretchen McReynolds, Chief Business Official.*** Ms. McReynolds began her career in public education in 2002 and has served in the positions of Accounts Payable, Purchasing and Director of Food Services. She has served as Chief Business Official and Director of Operations for the District for 17 years and holds a Chief Business Official's Professional Designation Certificate. ***[District to review and provide updates.]***

## **Cybersecurity**

School districts, like other governmental and business entities, face significant risks relating to the use and application of computer software and hardware for educational and operational and management purposes. The District also collects, processes, and distributes an enormous amount of private, protected and personal information on students, staff, parents, visitors, and contractors. As the custodian of such information, the District may face cybersecurity threats from time to time. Given the importance of cybersecurity for school districts, federal lawmakers recently approved the K-12 Cybersecurity Act of 2021 to study cybersecurity risks that school districts face and develop recommended guidelines and an online training toolkit for school district officials to address such cybersecurity risks.

The District [is not] aware of any major cybersecurity attack or breach of its systems during the last five years. The District employs [security systems] to protect against cyberattacks. As a result, the District expects that any such disruptions caused by a cyberattack would be temporary in nature. [The District currently maintains cyber liability insurance through [\_\_\_].] ***[District to confirm that it still maintains cyber liability insurance, what security systems it employs, and whether it has experienced any cybersecurity events within the past five years. District to provide whether it has a cybersecurity policy in place.]*** There can be no assurance that a future cyberattack or attempted cyberattack would not compromise the personal information that the District collects, processes and stores or cause a disruption in District operations, particularly given that students, teachers, and staff are accessing District computer systems and platforms remotely which may increase the risks of intrusion by third parties.

## **DISTRICT FINANCIAL MATTERS**

### **State Funding of Education; State Budget Process**

***General.*** As is true for all school districts in the State, the District's operating income consists primarily of two components: a State portion funded from the State's general fund in accordance with the Local Control Funding Formula (the "Local Control Funding Formula" or "LCFF") (see "*Allocation of State Funding to School Districts; Local Control Funding Formula*") and a local portion derived from the District's share of the 1% local *ad valorem* tax authorized by the California Constitution (see "*Local Property Tax Revenues*"). In addition, school districts may be eligible for other special categorical funding from State and federal government programs. As of the Fiscal Year 2021-22 Second Interim Report, the District projects it will receive approximately 14.28% of its general fund revenues from State funds (not including the local portion derived from the District's share of the local *ad valorem* tax), projected at approximately \$1.44 million in fiscal year 2021-22. Such amount includes both the State funding provided under the LCFF as well as other State revenues (see "*Allocation of State Funding to School Districts; Local Control Funding Formula,*" "*Enrollment, A.D.A. and LCFF*" and "*Other District Revenues* –

*Other State Revenues*” below). Because the District is a community funded district, it receives a minimal amount of general fund financial support from the State, and the District is funded primarily by local property tax collections, which derive from the 1% countywide property tax levy required by statute. However, decreases or deferrals in State revenues, or in State legislative appropriations made to fund education, may still affect the District’s revenues and operations.

Under Proposition 98, a constitutional and statutory amendment adopted by voters of the State in 1988 and amended by Proposition 111 in 1990 (now found at Article XVI, Sections 8 and 8.5 of the California Constitution), a minimum level of funding is guaranteed to school districts, community college districts, and other State agencies that provide direct elementary and secondary instructional programs. Recent years have seen frequent disruptions in State personal income taxes, sales and use taxes, and corporate taxes, making it increasingly difficult for the State to meet its Proposition 98 funding mandate, which normally commands about 45% of all State general fund revenues, while providing for other fixed State costs and priority programs and services. Because education funding constitutes such a large part of the State’s general fund expenditures, it is generally at the center of annual budget negotiations and adjustments.

In connection with the State Budget Act for fiscal year 2013-14, the State and local education agencies therein implemented the LCFF. Funding from the LCFF replaced the revenue limit funding system and most categorical programs. See “– *Allocation of State Funding to School Districts; Local Control Funding Formula*” for more information.

***State Budget Process.*** According to the California Constitution, the Governor must propose a budget to the State Legislature no later than January 10 of each year, and a final budget must be adopted no later than June 15. The budget requires a simple majority vote of each house of the State Legislature for passage. The budget becomes law upon the signature of the Governor, who may veto specific items of expenditure. A two-thirds vote of the State Legislature is required to override any veto by the Governor. School district budgets must generally be adopted by July 1, and revised by the school board within 45 days after the Governor signs the budget act to reflect any changes in budgeted revenues and expenditures made necessary by the adopted State budget. The Governor signed the fiscal year 2021-22 State budget on June 28, 2021, which was subsequently amended on July 12, 2021 (as amended, the “2021-22 State Budget”).

When the State budget is not adopted on time, basic appropriations and the categorical funding portion of each school district’s State funding are affected differently. Under the rule of *White v. Davis* (also referred to as *Jarvis v. Connell*), a California Court of Appeal decision reached in 2002, there is no constitutional mandate for appropriations to school districts without an adopted budget or emergency appropriation, and funds for State programs cannot be disbursed by the State Controller until that time, unless the expenditure is (i) authorized by a continuing appropriation found in statute, (ii) mandated by the California Constitution (such as appropriations for salaries of elected State officers), or (iii) mandated by federal law (such as payments to State workers at no more than minimum wage). The State Controller has consistently stated that basic State funding for schools is continuously appropriated by statute, but that special and categorical funds may not be appropriated without an adopted budget. Should the State Legislature fail to pass a budget or emergency appropriation before the start of any fiscal year, the District might experience delays in receiving certain expected revenues. The District is authorized to borrow temporary funds to cover its annual cash flow deficits, and as a result of the *White v. Davis* decision, the District might find it necessary to increase the size or frequency of its cash flow borrowings, or to borrow earlier in the fiscal year. The District does not expect the *White v. Davis* decision to have any long-term effect on its operating budgets.

***Aggregate State Education Funding.*** The Proposition 98 guaranteed amount for education is based on prior-year funding, as adjusted through various formulas and tests that take into account State proceeds of taxes, local property tax proceeds, school enrollment, per-capita personal income, and other

factors. The State's share of the guaranteed amount is based on State general fund tax proceeds and is not based on the general fund in total or on the State budget. The local share of the guaranteed amount is funded from local property taxes. The total guaranteed amount varies from year to year and throughout the stages of any given fiscal year's budget, from the Governor's initial budget proposal to actual expenditures to post-year-end revisions, as better information regarding the various factors becomes available. Over the long run, the guaranteed amount will increase as enrollment and per capita personal income grow.

If, at year-end, the guaranteed amount is calculated to be higher than the amount actually appropriated in that year, the difference becomes an additional education funding obligation, referred to as "settle-up." If the amount appropriated is higher than the guaranteed amount in any year, that higher funding level permanently increases the base guaranteed amount in future years. The Proposition 98 guaranteed amount is reduced in years when general fund revenue growth lags personal income growth, and may be suspended for one year at a time by enactment of an urgency statute. In either case, in subsequent years when State general fund revenues grow faster than personal income (or sooner, as the Legislature may determine), the funding level must be restored to the guaranteed amount, the obligation to do so being referred to as "maintenance factor."

Although the California Constitution requires the State to approve a balanced State Budget Act each fiscal year, the State's response to fiscal difficulties in some years has had a significant impact upon the Proposition 98 minimum guarantee and the treatment of settle-up payments with respect to years in which the Proposition 98 minimum guarantee was suspended. The State has sought to avoid or delay paying settle-up amounts when funding has lagged the guaranteed amount. In response, teachers' unions, the State Superintendent and others sued the State or Governor in 1995, 2005, 2009 and 2011 to force them to fund schools in the full amount required. The settlement of the 1995 and 2005 lawsuits has so far resulted in over \$4 billion in accrued State settle-up obligations. However, legislation enacted to pay down the obligations through additional education funding over time, including the Quality Education Investment Act of 2006, have also become part of annual budget negotiations, resulting in repeated adjustments and deferrals of the settle-up amounts.

The State has also sought to preserve general fund cash while avoiding increases in the base guaranteed amount through various mechanisms: by treating any excess appropriations as advances against subsequent years' Proposition 98 minimum funding levels rather than current year increases; by deferring apportionments of Proposition 98 funds from one fiscal year to the next, as the State did in fiscal years 2019-20 and 2020-21 (see "*2021-22 State Budget*" below for further information); by suspending Proposition 98, as the State did in fiscal year 2004-05, fiscal year 2010-11, fiscal year 2011-12 and fiscal year 2012-13; and by proposing to amend the California Constitution's definition of the guaranteed amount and settle-up requirement under certain circumstances.

The District cannot predict how State income or State education funding will vary over the term to maturity of the Series A Bonds, and the District takes no responsibility for informing owners of the Series A Bonds as to actions the State Legislature or Governor may take affecting the current year's budget after its adoption. Information about the State budget and State spending for education is regularly available at various State-maintained websites. Text of proposed and adopted budgets may be found at the website of the Department of Finance, [www.dof.ca.gov](http://www.dof.ca.gov), under the heading "California Budget." An impartial analysis of the budget is posted by the Office of the Legislative Analyst at [www.lao.ca.gov](http://www.lao.ca.gov). In addition, various State of California official statements, many of which contain a summary of the current and past State budgets and the impact of those budgets on school districts in the State, may be found at the website of the State Treasurer, [www.treasurer.ca.gov](http://www.treasurer.ca.gov). The information referred to is prepared by the respective State agency maintaining each website and not by the District, and the District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by these references.

**2021-22 State Budget.** The Governor signed the 2021-22 State Budget on July 12, 2021, which reflects the State's strong fiscal position as economic recovery from the Coronavirus Disease 2019 ("COVID-19") pandemic is underway. To aid recovery while avoiding overcommitting to ongoing programs, the 2021-22 State Budget prioritizes one-time spending over ongoing spending by allocating 85% of discretionary funds to one-time spending. The 2021-22 State Budget's multi-year forecast reflects a budget roughly in balance; however, risks to the economic forecast remain, including a decline in the stock market, which would significantly reduce State revenues. The 2021-22 State Budget acknowledges such risks and includes a phase-in of certain investments that can be adjusted annually through the budget process.

The 2021-22 State Budget projects that total resources available in fiscal year 2020-21 will be approximately \$194.3 billion, including revenues and transfers of approximately \$188.8 billion and a prior year balance of approximately \$5.6 billion, and total expenditures in fiscal year 2020-21 will be approximately \$166.1 billion. The 2021-22 State Budget projects total resources available for fiscal year 2021-22 of approximately \$203.6 billion, inclusive of revenues and transfers of approximately \$175.3 billion and a prior year balance of approximately \$28.2 billion. The 2021-22 State Budget projects total expenditures in fiscal year 2021-22 of approximately \$196.4 billion, inclusive of non-Proposition 98 expenditures of approximately \$130.1 billion and Proposition 98 expenditures of approximately \$66.4 billion. The 2021-22 State Budget includes \$25.2 billion in reserves in fiscal year 2021-22 and allocates reserves as follows: approximately \$15.8 billion in the State's Rainy Day Fund (the "State Rainy Day Fund") for fiscal emergencies, approximately \$900 million in the Safety Net Reserve, approximately \$4.5 billion in the Public School System Stabilization Account (also known as, the "Proposition 98 Rainy Day Fund"), and approximately \$4.0 billion in the State's Special Fund for Economic Uncertainties. In addition, the 2021-22 State Budget allocates approximately \$3.2 billion of the State's general fund balance in fiscal year 2021-22 to the State's Reserve for Liquidation of Encumbrances.

The 2021-22 State Budget allocates resources to continue to pay down the State's long-term retirement liabilities, with \$3.4 billion in payments required by Proposition 2 in fiscal year 2021-22, plus \$7.9 billion in additional payments over the next three years. The improved revenue forecast also allows for the 2021-22 State Budget to eliminate \$2.0 billion in program suspensions enacted in prior budgets. The 2021-22 State Budget also completely pays off Proposition 98 deferrals that were implemented in fiscal year 2020-21 as a strategy to avoid reductions to school spending. By paying off Proposition 98 deferrals, the 2021-22 State Budget provides greater cash flow stability to school districts, which may alleviate the need for school districts to continue borrowing funds to support programmatic needs. The 2021-22 State Budget projects that the State will be below its appropriations limit (referred to as the "Gann Limit") for fiscal years 2020-21 and 2021-22, based in part on statutory changes enacted as part of the 2021-22 State Budget that more accurately account for selected expenditures under both State and local limits and revised the level of excluded spending. The State's estimate of its appropriations for fiscal years 2020-21 and 2021-22 will continue to be revised until May 2023.

The 2021-22 State Budget includes total funding of \$123.9 billion for all K-12 education programs, including \$65.5 billion from the State's general fund and \$58.4 billion from other funds, which is the highest level of funding for school districts in the State's history. Per-pupil funding is also at the highest levels for school districts in the State's history, totaling \$13,976 per pupil in Proposition 98 funding and \$21,555 per pupil when accounting for all funding sources.

Certain budgeted programs and adjustments for K-12 education set forth in the 2021-22 State Budget include the following:

- **Proposition 98 Minimum Guarantee.** The 2021-22 State Budget projects increased Proposition 98 funding, resulting in funding estimates of \$79.3 billion in fiscal year 2019-20, \$93.4 billion in fiscal year 2020-21, and \$93.7 billion in fiscal year 2021-22, due to a significant increase in projected



revenues for fiscal years 2020-21 and 2021-22. Such funding represents a historically high three-year increase in the minimum guarantee of \$47 billion over the level funded in the fiscal year 2020-21 State budget.

- Proposition 98 Rainy Day Fund (Public School System Stabilization Account). The 2021-22 State Budget includes payments required to be made to the Proposition 98 Rainy Day Fund between fiscal years 2020-21 and 2021-22 for a total account balance of \$4.5 billion at the end of fiscal year 2021-22. The balance of \$4.5 billion in fiscal year 2021-22 triggers school district reserve caps beginning in fiscal year 2022-23.
- Local Control Funding Formula. The 2021-22 State Budget includes a LCFF cost-of-living adjustment of 4.05%, representing a fiscal year 2020-21 cost-of-living adjustment of 2.31% and a fiscal year 2021-22 cost-of-living adjustment of 1.7%. The 2021-22 State Budget also includes \$520 million in Proposition 98 general fund resources to provide a 1% increase in LCFF base funding. This discretionary increase, together with the compounded cost-of-living adjustment, results in growth in the LCFF of 5.07% above the fiscal year 2020-21 levels.
- Deferrals. Recession-driven revenue reductions anticipated at the fiscal year 2020-21 State budget drove the need to defer LCFF apportionments in the amounts of \$1.9 billion in fiscal year 2019-20, and growing to more than \$11 billion in fiscal year 2020-21. As noted above, the 2021-22 State Budget eliminates all K-12 deferrals in fiscal year 2021-22.
- In-Person Instruction and Independent Study. The 2021-22 State Budget requires that all school districts return to full-time in-person instruction for the 2021-22 school year. In-person instruction will be the default for all students, and generally one of only two ways in which local educational agencies can earn State apportionment funding in fiscal year 2021-22. To give families a non-classroom based instruction option, and to provide local educational agencies with an option to generate State funding by serving students outside the classroom, the 2021-22 State Budget requires school districts and county offices of education to provide students with an independent study option and includes a series of improvements to the State's existing independent study programs.
- Expanded Learning Time. The 2021-22 State Budget includes an initial \$1.8 billion investment of Proposition 98 general fund resources as part of a multi-year plan to implement expanded-day, full-year instruction and enrichment for all elementary school students, with a focus on local educational agencies with the highest concentrations of low-income students, English language learners, and youth in foster care. Local educational agencies with the highest concentrations of such students will receive a higher funding rate, and such agencies will be required to offer expanded learning opportunities to the students generating the funds. The 2021-22 State Budget estimates that the Proposition 98 general fund costs to implement this proposal will grow to \$5.0 billion by fiscal year 2025-26. Over the implementation period, per pupil funding will increase and more local educational agencies will be expected to expand access to all students.
- Universal Transitional Kindergarten. The 2021-22 State Budget includes a series of investments beginning in fiscal year 2022-23 to incrementally establish Statewide transitional kindergarten by fiscal year 2025-26. The costs of this plan are anticipated to be approximately \$600 million in general fund resources in fiscal year 2022-23, growing to \$2.7 billion in fiscal year 2025-26. In addition, the 2021-22 State Budget includes \$200 million of one-time Proposition 98 general fund resources to provide planning and implementation grants for all local educational agencies and \$100 million of one-time Proposition 98 general fund resources for local educational agencies to train and increase the number of early childhood educators. The 2021-22 State Budget also proposes new ongoing Proposition 98 general fund resources beginning in fiscal year 2022-23 to provide one additional certificated or classified staff person in each transitional kindergarten

classroom. Finally, the 2021-22 State Budget includes \$130 million of Proposition 98 general fund resources for State preschool providers to meet the additional demands of providing wraparound care for their income-eligible students under the universal transitional kindergarten program, such funds to be used for additional student access, as well as increasing reimbursement rates to more closely reflect regional differences in the cost of providing care.

- Comprehensive Student Supports. The 2021-22 State Budget includes \$3.0 billion in Proposition 98 general fund resources, available over several years, to expand and strengthen the implementation and use of the community school model to all schools in communities with high levels of poverty. In addition, the 2021-22 State Budget includes an ongoing increase to the LCFF Concentration Grant (as defined herein) of \$1.1 billion in Proposition 98 general fund resources to increase the number of adults providing direct services to students on school campuses, and includes \$30 million in one-time Proposition 98 general fund resources for county offices of education to coordinate and provide services to youth in foster care. Finally, the 2021-22 State Budget provides \$547.5 million in one-time Proposition 98 general fund resources for the A-G Completion Improvement Grant Program, which will fund high schools to increase the number of students, particularly students eligible for free and/or reduced price meals, English learners, and foster youth, who graduate from high school having completed the A-G series of classes required for admission to the California State University and the University of California.
- Educator Preparation, Retention, and Training. To further expand the State's educator preparation and training infrastructure, including to meet the need for additional early childhood educators, the 2021-22 State Budget provides approximately \$2.9 billion to support educator initiatives, including approximately \$1.0 billion in one-time Proposition 98 general fund resources for educator preparation and approximately \$1.9 billion in one-time Proposition 98 general fund resources for educator retention and training.
- Nutrition. The 2021-22 State Budget provides an additional \$54 million in Proposition 98 general fund resources to reimburse all meals served to students, including for those who would not normally qualify for reimbursement under the State meal program. Beginning in fiscal year 2022-23, all schools will be required to provide two free meals per day to any student who requests a meal, regardless of income eligibility, and all schools eligible for the federal universal meals provision will be required to apply for the program by June 30, 2022 to reduce volatility in costs to the State and to ensure the State is not responsible for costs reimbursable at the federal level. The 2021-22 State Budget estimates costs of \$650 million in Proposition 98 general fund resources annually to cover any remaining unreimbursed costs up to the federal free per-meal rate. In addition, the 2021-22 State Budget provides \$150 million in one-time Proposition 98 general fund resources for school districts to provide school kitchen infrastructure and equipment upgrades and training for food service employees.
- Special Education. The 2021-22 State Budget includes the following for special education programs: approximately \$465 million in one-time Proposition 98 general fund resources for local education agencies to provide learning recovery support for students with disabilities and to improve delivery of inclusive practices; approximately \$396.9 million in one-time Proposition 98 general fund resources to increase the Statewide base rate for special education funding; approximately \$297 million in federal Individuals with Disabilities Education Act funds to support special education programs; approximately \$260 million in ongoing Proposition 98 general fund resources to support early intervention services for preschool-aged children; approximately \$186.1 million in ongoing Proposition 98 general fund resources to provide a 4.05% cost-of-living adjustment for State special education funding; and approximately \$100 million in Proposition 98 general fund resources for alternative dispute resolution of special education services complaints.

- Career Technical Education. The 2021-22 State Budget includes an increase of \$150 million in ongoing Proposition 98 general fund resources to augment opportunities for local educational agencies to participate in the Career Technical Education Incentive Grant Program, as well as an increase of \$86.4 million in one-time Proposition 98 general fund resources for career technical education regional occupational centers or programs operated by a joint powers authority to address costs associated with the COVID-19 pandemic.

The complete 2021-22 State Budget is available from the California Department of Finance website at [www.dof.ca.gov](http://www.dof.ca.gov). The District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted therein, and such information is not incorporated herein by such reference.

***Proposed 2022-23 State Budget.*** The Governor released the fiscal year 2022-23 proposed State budget (the “Proposed 2022-23 State Budget”) on January 10, 2022. The Proposed 2022-23 State Budget reflects a significant surplus of tax revenues resulting from the State’s continued economic growth. The Proposed 2022-23 State Budget continues the State’s focus on building reserves, eliminating budgetary debt, reducing retirement liabilities, and prioritizing one-time spending over ongoing investments by allocating 86% of discretionary surplus funds to one-time investments. The Proposed 2022-23 State Budget is projected to be structurally balanced in fiscal year 2025-26, which is the last year in the State’s multi-year forecast. However, the economic forecast, finalized in November 2021, does not consider the surge of the Omicron variant; thus, the COVID-19 pandemic remains a risk to the economic forecast. In addition, the Governor notes that strong stock market performance has generated a significant increase of volatile capital gains tax revenue that is approaching its prior peak levels, as a share of the State’s economy, and cautions that a stock market reversal could lead to a substantial decrease in tax revenues for the State. Given the State’s history of boom and bust cycles, the Proposed 2022-23 State Budget reflects an attempt to balance making additional deposits into the State’s reserves to further prepare the State for future economic slowdowns against other spending priorities.

The Proposed 2022-23 State Budget estimates that total resources available in fiscal year 2021-22 will total approximately \$233.7 billion, including revenues and transfers of approximately \$196.7 billion and a prior year balance of approximately \$37.0 billion, and total expenditures in fiscal year 2021-22 will be approximately \$210.0 billion. The Proposed 2022-23 State Budget projects total resources available for fiscal year 2022-23 of approximately \$219.4 billion, inclusive of revenues and transfers of approximately \$195.72 billion and a prior year balance of approximately \$23.7 billion. The Proposed 2022-23 State Budget projects total expenditures in fiscal year 2022-23 of approximately \$213.1 billion, inclusive of non-Proposition 98 expenditures of approximately \$140.0 billion and Proposition 98 expenditures of approximately \$73.1 billion. The Proposed 2022-23 State Budget includes approximately \$34.6 billion in reserves in fiscal year 2022-23 and allocates reserves as follows: approximately \$20.9 billion in the State Rainy Day Fund for fiscal emergencies, approximately \$9.7 billion in the Proposition 98 Rainy Day Fund (Public School System Stabilization Account), approximately \$900 million in the Safety Net Reserve, and approximately \$3.1 billion in the State’s Special Fund for Economic Uncertainties. In addition, the Proposed 2022-23 State Budget allocates approximately \$3.2 billion of the State’s general fund balance in fiscal year 2022-23 to the State’s Reserve for Liquidation of Encumbrances. The State Rainy Day Fund is at its constitutional maximum of 10% of State general fund revenues, requiring approximately \$2.4 billion to be dedicated for infrastructure investments in fiscal year 2022-23.

The Proposed 2022-23 State Budget also projects that the Gann Limit will likely be exceeded in fiscal years 2020-21 and 2021-22. As a result, any funds above the Gann Limit are constitutionally required to be allocated evenly between school districts and a tax refund. The State plans to include an updated calculation of its Gann Limit for fiscal years 2020-21 and 2021-22, as well as proposals to address such limit, in the Governor’s May revision to the Proposed 2022-23 State Budget.

The Proposed 2022-23 State Budget includes total funding of approximately \$119.0 billion for all K-12 education programs, including roughly \$70.5 billion from the State’s general fund and about \$48.5 billion from other funds. Per-pupil funding totals \$15,261 per pupil in Proposition 98 funding—the State’s highest level of per-pupil funding in history—and \$20,855 per pupil when accounting for all funding sources. While the Proposed 2022-23 State Budget includes a 5.33% cost-of-living adjustment under LCFF, which is also a record high since the recession of 2007 through 2009, such high cost-of-living adjustment is attributable to inflation and does not provide any additional base funding under LCFF beyond what is needed for K-12 school districts to maintain their existing buying power.

Certain budgeted programs and adjustments for K-12 education set forth in the Proposed 2022-23 State Budget include the following:

- Proposition 98 Minimum Guarantee. The Proposed 2022-23 State Budget includes increased Proposition 98 funding, resulting in funding estimates of \$95.9 billion in fiscal year 2020-21, \$99.1 billion in fiscal year 2021-22, and \$102.0 billion in fiscal year 2022-23, due to a significant increase in projected revenues for fiscal years 2020-21 through 2022-23. Such funding represents a three-year increase in the minimum guarantee of roughly \$16.1 billion over the level funded in the 2021-22 State Budget.
- Proposition 98 Rainy Day Fund (Public School System Stabilization Account). The Proposed 2022-23 State Budget includes payments required to be made to the Proposition 98 Rainy Day Fund in fiscal years 2020-21 through 2022-23 resulting in a total account balance of more than \$9.7 billion at the end of fiscal year 2022-23. As indicated in the Proposed 2022-23 State Budget, the balance of approximately \$6.7 billion in fiscal year 2021-22 triggers school district reserve caps beginning in fiscal year 2022-23. For more information, see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Proposition 2 – SB 751.”
- Cost-of-Living Adjustment. The Proposed 2022-23 State Budget includes a LCFF cost-of-living adjustment of 5.33%. Such increase will result in about \$3.3 billion in additional discretionary funds for local educational agencies to combat inflation. The Proposed 2022-23 State Budget also proposes an increase of approximately \$295 million in ongoing Proposition 98 general fund resources to reflect a 5.33% cost-of-living adjustment for categorical programs that remain outside of the LCFF, including special education, child nutrition, youth in foster care, mandate block grants, adults in correctional facilities program, American Indian education centers, and the American Indian early childhood education program.
- Declining Enrollment Protections and Independent Study. To allow school districts to adjust to enrollment-related funding declines and minimize the impacts of a single-year drop in enrollment, the Proposed 2022-23 State Budget recommends amending the LCFF calculation to consider the greater of a school district’s current fiscal year, prior fiscal year, or the average of three prior fiscal years’ A.D.A. The Governor notes that this formula change will help school districts with significant declining enrollment and better serve remaining students. According to the Proposed 2022-23 State Budget, ongoing costs associated with these policies are estimated to be approximately \$1.2 billion in Proposition 98 general fund resources. In addition, the State revised the independent study statute to allow local educational agencies to earn State apportionment funding for non-classroom-based instruction.
- Early Education. The Proposed 2022-23 State Budget includes approximately \$639.2 million in general fund resources to expand eligibility for transitional kindergarten, from all children turning five-years-old between September 2 and December 2 to all children turning five-years-old between September 2 and February 2, beginning in the 2022-23 school year. Such additional general fund

resources would increase the Proposition 98 guarantee through the process of “rebenching” or adjusting the Proposition 98 formulas to increase the share of State general fund revenue allocated to school districts. In addition, the Proposed 2022-23 State Budget proposes roughly \$383 million in Proposition 98 general fund resources to add one additional certificated or classified staff person to every transitional kindergarten classroom. The Proposed 2022-23 State Budget also includes about \$197.8 million in Proposition 98 general fund resources and about \$110.6 million in general fund resources to increase the State Preschool Program adjustment factors for students with disabilities and dual language learners, as well as approximately \$500 million in one-time Proposition 98 general fund resources to support the Inclusive Early Education Expansion Program. Finally, the Proposed 2022-23 State Budget proposes \$166.2 million in Proposition 98 general fund resources to cover the full-year costs of State preschool rate increases that began January 1, 2022.

- Expanded Learning Opportunities Program. The Expanded Learning Opportunities Program, introduced in fiscal year 2021-22, aims to provide all students in low-income communities with no-cost access to nine hours of developmentally appropriate academic and enrichment activities per instructional day and for six weeks each summer. The Proposed 2022-23 State Budget proposes to allocate roughly an additional \$3.4 billion in ongoing Proposition 98 general fund resources for the Expanded Learning Opportunities Program, increasing per pupil funding for the program and expanding the number of local education agencies offering no-cost services. In addition, the Proposed 2022-23 State Budget includes approximately \$937 million in one-time Proposition 98 general fund resources to support the Expanded Learning Opportunities Program infrastructure, and approximately \$148.7 million in ongoing Proposition 98 general fund resources to continue the one-time reimbursement rate increases from the 2021-22 State Budget for the After School Education and Safety and 21<sup>st</sup> Century Community Learning Centers programs.
- Special Education. In addition to the significant funding augmentations to special education over the past three fiscal years, the Proposed 2022-23 State Budget includes an additional approximately \$500 million in ongoing Proposition 98 general fund resources for the special education funding formula.
- College and Career Pathways. The Proposed 2022-23 State Budget includes approximately \$1.5 billion in one-time Proposition 98 general fund resources (over four years) to support the development of pathway programs focused on technology, healthcare, education, and climate-related fields. In addition, the Proposed 2022-23 State Budget proposes approximately \$500 million in one-time Proposition 98 general fund resources (also available over four years) to strengthen and expand student access and participation in dual enrollment opportunities that are also coupled with student advising and support services.
- Transportation. The Proposed 2022-23 State Budget includes approximately \$1.5 billion in one-time Proposition 98 general fund resources (available over three years) to support school transportation programs, with a focus on providing environmentally conscious school bus fleets.
- Nutrition. Beginning in fiscal year 2022-23, all public schools will be required to provide two free meals per day to any student who requests a meal, regardless of income eligibility. The Proposed 2022-23 State Budget includes approximately \$596 million in Proposition 98 general fund resources to fund universal access to such subsidized school meals and approximately \$450 million in one-time Proposition 98 general fund resources (available over three years) to upgrade school kitchen infrastructure and equipment.
- K-12 School Facilities. The Proposed 2022-23 State Budget allocates the remaining Proposition 51 bond funds, amounting to approximately \$1.4 billion, to support school construction projects. Since Proposition 51 bonding authority is expected to be exhausted in fiscal year 2022-23, the

Proposed 2022-23 State Budget proposes approximately \$1.3 billion in one-time general fund resources in fiscal year 2022-23 and approximately \$925 million one-time general fund resources in fiscal year 2023-24 to support new construction and modernization projects through the School Facility Program.

- Local Property Tax Adjustments. The Proposed 2022-23 State Budget includes a decrease of \$127.8 million in ongoing Proposition 98 general fund resources for school districts and county offices of education in fiscal year 2021-22, and a decrease of \$1.4 billion in ongoing Proposition 98 general fund resources for school districts and county offices of education in fiscal year 2022-23, as a result of increased offsetting property taxes.
- Educator Workforce. The Proposed 2022-23 State Budget proposes approximately \$54.4 million in a mix of Proposition 98 general fund resources and general fund resources to build upon the multi-year investments included in the 2021-22 State Budget to support efforts to enhance schools' ability to hire qualified teachers and substitutes.

The complete Proposed 2022-23 State Budget is available from the California Department of Finance website at [www.dof.ca.gov](http://www.dof.ca.gov). The District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted therein, and such information is not incorporated herein by such reference.

*LAO Overview of Proposed 2022-23 State Budget*. The Legislative Analyst's Office ("LAO"), a nonpartisan State office which provides fiscal and policy information and advice to the State Legislature, released its report on the Proposed 2022-23 State Budget entitled "The 2022-23 Budget: Overview of the Governor's Budget" on January 13, 2022 (the "2022-23 Proposed Budget Overview"). In the 2022-23 Proposed Budget Overview, the LAO analyzes key features of the Proposed 2022-23 State Budget and provides the following overarching comments: (1) there is considerable risk in multi-year projections that include spending above available resources; (2) aside from the Proposition 98 Rainy Day Fund, the State's other budget reserves have not increased as a share of other State general fund spending and are below pre-pandemic levels, which points to the need for the State to build up its general purposes reserves; (3) the State introduced many new initiatives and programs in fiscal year 2021-22, and the LAO suggests that the State focus on evaluating those programs and how to better support them as opposed to creating new programs or expanding the scope of existing programs; and (4) the LAO points out that longer-term COVID-19 planning and support may be necessary beyond the COVID-19 related expenditures the State is currently including in the Proposed 2022-23 State Budget.

The LAO notes that, under the Proposed 2022-23 State Budget, the State projects to end fiscal year 2022-23 with approximately \$24.8 billion in total general purpose reserves, representing an increase of \$4.3 billion from the budgeted reserve level of \$20.7 billion in fiscal year 2021-22 set forth in the 2021-22 State Budget. The increase in total reserves is the result of an estimated \$1.6 billion required deposit into the State Rainy Day Fund (of which approximately \$2.4 billion will be spent on infrastructure projects in accordance with Proposition 2), a \$3.5 billion true-up deposit into the State Rainy Day Fund for fiscal years 2020-21 and 2021-22, and a decrease in the discretionary Special Fund for Economic Uncertainties of nearly \$1.0 billion. The LAO summarizes that at the end of fiscal year 2022-23, the State Rainy Day Fund would reach a balance of approximately \$20.9 billion, the Special Fund for Economic Uncertainties would contain a balance of approximately \$3.1 billion, and the Safety Net Reserve would contain a balance of approximately \$900 million. Although the Proposition 98 Rainy Day Fund has increased from zero in fiscal year 2019-20 to nearly \$10.0 billion under the Governor's estimates contained in the Proposed 2022-23 State Budget, the LAO emphasizes that the State's other budget reserves have not increased as a share of other general fund spending and, in fact, are significantly below the pre-COVID-19 pandemic share. Plus, withdrawals from the Proposition 98 Rainy Day Fund supplement the constitutional minimum spending level for K-14 education and therefore do not help the State address future budget problems. As a result,

the LAO encourages the State legislature to consider building general purpose reserves above the level currently proposed by the Governor. As it is, the Proposed 2022-23 State Budget projects a negative balance in the Special Fund for Economic Uncertainties in fiscal year 2023-24 (and throughout the rest of the State's forecast) due to proposed spending exceeding resources, which is another reason that greater reserve deposits are needed to mitigate such risk.

The LAO explains that the Governor has proposed to use the total estimated \$29.0 billion surplus by allocating approximately \$17.3 billion to one-time or temporary spending, approximately \$6.2 billion to revenue reductions, approximately \$3.1 billion to the Special Fund for Economic Uncertainties, approximately \$2.0 billion to ongoing spending (the costs of which the LAO estimates will grow significantly over time to \$5.2 billion by fiscal year 2025-26), and approximately \$590 million to repay State debts and liabilities. The LAO observes that such one-time, temporary, and ongoing spending amounts, totaling approximately \$19.0 billion, are distributed across major program areas, including transportation infrastructure, K-14 education, and health care. Given the scale of the financial commitment in the 2021-22 State Budget, the LAO suggests that the State legislature be cautious in creating additional new programs as well as expanding the scope of existing programs. At the same time, the LAO notes that the Proposed 2022-23 State Budget does not include the extension of COVID-19 related program flexibilities and temporary supports that were provided in the 2021-22 State Budget. The LAO remarks that this oversight likely reflects that the Proposed 2022-23 State Budget was developed before Omicron became the prevailing COVID-19 variant in the State. Nonetheless, the LAO recommends that the State legislature closely consider the extent to which the Governor's proposals properly prepare the State for the reality that the COVID-19 pandemic will likely remain a public health and economic challenge in future years.

The LAO notes that the Proposed 2022-23 State Budget contains a total of \$18.0 billion in Proposition 98 spending proposals for K-14 education programs. The LAO points out that of such total approximately \$10.6 billion is ongoing and approximately \$7.2 billion is for one-time activities. The LAO summarizes that the ongoing augmentations for school districts include accelerating implementation of the Expanded Learning Opportunities program, expanding transitional kindergarten, providing school meals for all students, providing cost-of-living adjustments, and offsetting the impact of declining attendance. The LAO comments that some major ongoing augmentations for schools appear reasonable and align with previous cost estimates. However, the LAO expresses concern that the Proposed 2022-23 State Budget contains too many one-time proposals and that school districts and community college districts will be unable to implement them all effectively given the unprecedented challenges of the COVID-19 pandemic currently facing such districts. As a result, the LAO recommends funding fewer new activities than the Proposed 2022-23 State Budget proposes.

The 2022-23 Proposed Budget Overview is available on the LAO website at [www.lao.ca.gov](http://www.lao.ca.gov). The District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted therein, and such information is not incorporated herein by such reference.

***Changes in State Budget.*** The final fiscal year 2022-23 State budget, which requires approval by a majority vote of each house of the State Legislature, may differ substantially from the Proposed 2022-23 State Budget. In May 2020, the Governor will revise the Proposed 2022-23 State Budget based on updated information available at such time. Such revision in May 2022 may also differ substantially from the Proposed 2022-23 State Budget. The final fiscal year 2022-23 State budget may be affected by national and State economic conditions and other factors which the District cannot predict, including the continued and evolving effects of the COVID-19 pandemic on State revenues that may in turn impact the educational funding that the District receives from the State. Accordingly, the District cannot provide any assurances that there will not be any changes in the final fiscal year 2022-23 State budget from the Proposed 2022-23

State Budget. The District cannot predict the impact that the final fiscal year 2022-23 State budget, or subsequent budgets, will have on its finances and operations.

***Future Budgets and Budgetary Actions.*** The District cannot predict what future actions will be taken by the State Legislature and the Governor to address changing State revenues and expenditures or the impact such actions will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors beyond the District's ability to predict or control, including but not limited to the COVID-19 pandemic. Certain actions could result in a significant shortfall of revenue and cash and could impair the State's ability to fund schools during fiscal years 2021-22 and 2022-23 and in future fiscal years. Certain factors, like an economic recession, could result in State budget shortfalls in any fiscal year and could have a material adverse financial impact on the District. As the Series A Bonds are payable from *ad valorem* property taxes, the Proposed 2022-23 State Budget and final fiscal year 2022-23 State budget is not expected to have a material impact on the payment of the Series A Bonds.

The Governor's May revision to the proposed fiscal year 2022-23 State budget (the "May Revise") is expected to be available on or about May 14, 2022. To the extent that the May Revise is available prior to posting the Official Statement, the Official Statement will reflect information from the May Revise relating to the funding of school districts.

***School District Reserves.*** The 2021-22 State Budget projects an improved economic outlook for the State that results in deposits into the Public School System Stabilization Account as opposed to drawdowns (see "*2021-22 State Budget*"); however, school districts may still need to access their local reserves in light of, among other things, increased expenses resulting from the COVID-19 pandemic. The District, which has an average daily attendance ("A.D.A.") of less than 1,000 (but greater than 301), is required to maintain a reserve for economic uncertainty in an amount equal to the greater of \$71,000 or 4% of its general fund expenditures and other financing uses. At the time of preparation of the Fiscal Year 2021-22 Second Interim Report, the District projects it will meet the 4% statutory reserve requirement in fiscal years 2021-22 through 2023-24. Based on the District's Fiscal Year 2021-22 Second Interim Report, the District projects it may need to access its reserves in fiscal years 2021-22 through 2023-24 to meet its obligations.

***Prohibitions on Diverting Local Revenues for State Purposes.*** Beginning in 1992-93, the State satisfied a portion of its Proposition 98 obligations by shifting part of the property tax revenues otherwise belonging to cities, counties, special districts, and redevelopment agencies, to school and community college districts through a local Educational Revenue Augmentation Fund ("ERAF") in each county. Local agencies, objecting to invasions of their local revenues by the State, sponsored a statewide ballot initiative intended to eliminate the practice. In response, the State Legislature proposed an amendment to the California Constitution, which voters of the State approved as Proposition 1A at the November 2004 election. That measure was generally superseded by the passage of an initiative constitutional amendment at the November 2010 election, known as "Proposition 22."

The effect of Proposition 22 is to prohibit the State, even during a period of severe fiscal hardship, from delaying the distribution of tax revenues for transportation, redevelopment, or local government projects and services. It prevents the State from redirecting redevelopment agency property tax increment to any other local government, including school districts, or from temporarily shifting property taxes from cities, counties and special districts to schools, as in the ERAF program. This is intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes. One effect of this amendment has been to deprive the State of fuel tax revenues to pay debt service on most State bonds for transportation projects, reducing the amount of State general fund resources available for other purposes, including education.



Prior to the passage of Proposition 22, the State invoked Proposition 1A to divert \$1.935 billion in local property tax revenues in 2009-10 from cities, counties, and special districts to the State to offset State general fund spending for education and other programs, and included another diversion in the adopted 2009-10 State budget of \$1.7 billion in local property tax revenues from local redevelopment agencies, which local redevelopment agencies have now been dissolved (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Assembly Bill No. 26 & *California Redevelopment Association v. Matosantos*”). Redevelopment agencies had sued the State over this latter diversion. However, the lawsuit was decided against the California Redevelopment Association on May 1, 2010. Because Proposition 22 reduces the State’s authority to use or shift certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget in some years such as reducing State spending or increasing State taxes, and school and community college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State’s general fund.

***Allocation of State Funding to School Districts; Local Control Funding Formula.*** Prior to the implementation of the Local Control Funding Formula in fiscal year 2013-14, under California Education Code Section 42238 and following, each school district was determined to have a target funding level: a “base revenue limit” per student multiplied by the district’s student enrollment measured in units of average daily attendance. The base revenue limit was calculated from the district’s prior-year funding level, as adjusted for a number of factors, such as inflation, special or increased instructional needs and costs, employee retirement costs, especially low enrollment, increased pupil transportation costs, etc. Generally, the amount of State funding allocated to each school district was the amount needed to reach that district’s base revenue limit after taking into account certain other revenues, in particular, locally generated property taxes. This is referred to as State “equalization aid.” To the extent local tax revenues increased due to growth in local property assessed valuation, the additional revenue was offset by a decline in the State’s contribution; ultimately, a school district whose local property tax revenues exceeded its base revenue limit was entitled to receive no State equalization aid, and received only its special categorical aid, which is deemed to include the “basic aid” of \$120 per student per year guaranteed by Article IX, Section 6 of the California Constitution. Such districts were known as “basic aid districts,” which are now referred to as “community funded districts.” School districts that received some equalization aid were commonly referred to as “revenue limit districts,” which are now referred to as “LCFF districts.” The District is a community funded district. As such, the District receives a minimal amount of general financial support from the State, and local property tax collections are the primary funding source for the District.

Beginning in fiscal year 2013-14, the LCFF replaced the revenue limit funding system and most categorical programs, and distributes combined resources to school districts through a base grant (“Base Grant”) per unit of A.D.A. with additional supplemental funding (referred to as a “Supplemental Grant” and a “Concentration Grant”) allocated to local educational agencies based on their proportion of English language learners, students from low-income families and foster youth. The LCFF was projected to have an eight-year implementation program to incrementally close the gap between actual funding and the target level of funding, as described below, but achieved full implementation ahead of schedule in fiscal year 2018-19. The LCFF includes the following components:

- A Base Grant for each local education agency (“LEA”). The Base Grants are based on four uniform, grade-span base rates. For fiscal year 2021-22, the LCFF provided to school districts and charter schools: (a) a targeted Base Grant for each LEA equivalent to \$8,935 per A.D.A. for kindergarten through grade 3; (b) a targeted Base Grant for each LEA equivalent to \$8,215 per A.D.A. for grades 4 through 6; (c) a targeted Base Grant for each LEA equivalent to \$8,458 per A.D.A. for grades 7 and 8; (d) a targeted Base Grant for each LEA equivalent to \$10,057 per A.D.A. for grades 9 through 12. However, the amount of actual funding allocated to the Base Grant, Supplemental Grants and Concentration Grants will be subject to the discretion of the State. This amount includes an adjustment of 10.4% to the Base Grant to support lowering class sizes in grades K-3, and an

adjustment of 2.6% to reflect the cost of operating career technical education programs in grades 9-12. The fiscal year 2020-21 State budget suspended the statutory cost-of-living adjustment for such fiscal year. The 2021-22 State Budget includes a cost-of-living adjustment of 4.05%, representing a fiscal year 2020-21 cost-of-living adjustment of approximately 2.3% and a fiscal year 2021-22 cost-of-living adjustment of approximately 1.7%. The 2021-22 State Budget also includes \$520 million in Proposition 98 general fund resources to provide a 1% increase in LCFF base funding. Such discretionary increase, together with the compounded cost-of-living adjustment, results in growth of LCFF of 5.07% above the fiscal year 2020-21 levels.

- A 20% Supplemental Grant for the unduplicated number of English language learners, students from low-income families and foster youth to reflect increased costs associated with educating those students.
- An additional Concentration Grant of up to 65% of a LEA's Base Grant, based on the number of English language learners, students from low-income families and foster youth served by the LEA that comprise more than 55% of enrollment.
- An Economic Recovery Target (the "ERT") that is intended to ensure that almost every LEA receives at least their pre-recession funding level (i.e., the fiscal year 2007-08 revenue limit per unit of A.D.A.), adjusted for inflation, at full implementation of the LCFF in fiscal year 2018-19. Upon full implementation in fiscal year 2018-19, LEAs now receive the greater of the Base Grant or the ERT.

Under LCFF, for community funded districts, like the District, local property tax revenues would be used to offset up to the entire allocation under the new formula. However, community funded districts would continue to receive the same level of State aid as allocated in fiscal year 2012-13.

***Local Control Accountability Plans.*** A feature of the LCFF is a system of support and intervention for local educational agencies. School districts, county offices of education and charter schools are required to develop, implement and annually update a three-year LCAP. Each LCAP must be developed with input from teachers, parents and the community, and should describe local goals as they pertain to eight areas identified as state priorities, including student achievement, parent engagement and school climate, as well as detail a course of action to attain those goals. Moreover, the LCAPs must be designed to align with the district's budget to ensure adequate funding is allocated for the planned actions.

Typically, each school district must submit its LCAP annually on or before July 1 for approval by its county superintendent. The county superintendent then has until August 15 to seek clarification regarding the contents of the LCAP, and the school district must respond in writing. The county superintendent can submit recommendations for amending the LCAP, and such recommendations must be considered, but are not mandatory. A school district's LCAP must be approved by its county superintendent by October 8 of each year if such superintendent finds (i) the LCAP adheres to the State template, and (ii) the district's budgeted expenditures are sufficient to implement the strategies outlined in the LCAP.

Performance evaluations are to be conducted to assess progress toward goals and guide future actions. County superintendents are expected to review and provide support to the school districts under their jurisdiction, while the State Superintendent of Public Instruction performs a corresponding role for county offices of education. The California Collaborative for Education Excellence (the "Collaborative"), a newly established body of educational specialists, was created to advise and assist local education agencies in achieving the goals identified in their LCAPs. For local education agencies that continue to struggle in meeting their goals, and when the Collaborative indicates that additional intervention is needed, the State Superintendent of Public Instruction would have authority to make changes to a local education agency's LCAP.

**Enrollment, A.D.A. and LCFF.** The following table sets forth the District’s actual A.D.A., enrollment (including the percentage of students who are English language learners, from low-income families and/or foster youth (collectively, “EL/LI Students”)), and targeted Base Grant per unit of A.D.A. for fiscal years 2016-17 through 2020-21, respectively, and the District’s projected A.D.A., enrollment (including the percentage of EL/LI Students), and targeted Base Grant per unit of A.D.A. for fiscal year 2021-22 at the time of preparation of the Fiscal Year 2021-22 Second Interim Report. The A.D.A. and enrollment numbers reflected in the following table include special education and TK students. *[District to review and provide updates on table.]*

**VALLECITO UNION SCHOOL DISTRICT  
(Calaveras County, California)  
Average Daily Attendance, Enrollment and Targeted Base Grant  
Fiscal Years 2016-17 through 2021-22**

Fiscal Year		A.D.A./Base Grant			Enrollment <sup>(11)</sup>		
		TK-3	4-6	7-8	Total A.D.A.	Total Enrollment	Unduplicated Percentage of EL/LI Students
2016-17	A.D.A. <sup>(1)</sup> :	245.31	185.77	129.73	560.81	592	42.06%
	Targeted Base Grant <sup>(2)(3)</sup> :	\$7,820	\$7,189	\$7,403	--	--	--
2017-18	A.D.A. <sup>(1)</sup> :	246.18	174.80	127.32	548.30	567	44.92%
	Targeted Base Grant <sup>(2)(4)</sup> :	\$7,941	\$7,301	\$7,518	--	--	--
2018-19	A.D.A. <sup>(1)</sup> :	241.65	175.96	126.65	544.26	584	45.04%
	Targeted Base Grant <sup>(2)(5)</sup> :	\$8,235	\$7,571	\$7,796	--	--	--
2019-20	A.D.A. <sup>(1)</sup> :	244.47	185.32	123.91	553.70	598	45.83%
	Targeted Base Grant <sup>(2)(6)</sup> :	\$8,503	\$7,818	\$8,050	--	--	--
2020-21	A.D.A. <sup>(1)(7)</sup> :	[ ]	[ ]	[ ]	[ ]	544	[44.73]%
	Targeted Base Grant <sup>(2)(8)</sup> :	\$8,503	\$7,818	\$8,050	--	--	--
2021-22 <sup>(9)</sup>	A.D.A. <sup>(1)</sup> :	[ ]	[ ]	[ ]	[ ]	561	[ ]%
	Targeted Base Grant <sup>(2)(10)</sup> :	\$8,935	\$8,215	\$8,458	--	--	--

- <sup>(1)</sup> A.D.A. for the second period of attendance, typically in mid-April of each school year, which does not reflect subsequent revisions related to days deemed later by the California Department of Education to have a “material decrease” in attendance or attendance at Saturday school.
- <sup>(2)</sup> Such amounts represent the targeted amount of Base Grant per unit of A.D.A., and include the grade span adjustment, but do not include any Supplemental Grants and Concentration Grants under the LCFF. Such amounts were not expected to be fully funded in fiscal years shown above. However, the LCFF was fully implemented as of fiscal year 2018-19, two years ahead of its anticipated implementation.
- <sup>(3)</sup> Targeted fiscal year 2016-17 Base Grant amount reflects a 0.00% cost-of-living adjustment from targeted fiscal year 2015-16 Base Grant amounts.
- <sup>(4)</sup> Targeted fiscal year 2017-18 Base Grant amount reflects a 1.56% cost-of-living adjustment from targeted fiscal year 2016-17 Base Grant amounts.
- <sup>(5)</sup> Targeted fiscal year 2018-19 Base Grant amount reflects a 3.70% cost-of-living adjustment from targeted fiscal year 2017-18 Base Grant amounts. This “super COLA” amount was authorized by the fiscal year 2018-19 State budget and exceeded the statutory 2.71% cost-of-living adjustment.
- <sup>(6)</sup> Targeted fiscal year 2019-20 Base Grant amount reflects a 3.26% cost-of-living adjustment from targeted fiscal year 2018-19 Base Grant amounts.
- <sup>(7)</sup> Attendance not required for fiscal year 2020-21.
- <sup>(8)</sup> Targeted fiscal year 2020-21 Base Grant amount reflects a 0% cost-of-living adjustment from targeted fiscal year 2019-20 Base Grant amounts.
- <sup>(9)</sup> Figures are projections.
- <sup>(10)</sup> Targeted fiscal year 2021-22 Base Grant amount reflects a 5.07% adjustment from targeted fiscal year 2020-21 Base Grant amounts, which includes a 4.05% cost-of-living adjustment and a discretionary 1% increase in LCFF base funding. See “– 2021-22 State Budget.”
- <sup>(11)</sup> Reflects enrollment as of October report submitted to the California Longitudinal Pupil Achievement Data System. A school district’s percentage of unduplicated EL/LI Students is based on a rolling average of such school district’s EL/LI Students enrollment for the then-current fiscal year and the two immediately preceding fiscal years.

Source: Vallecito Union School District.

[In fiscal year 2020-21, the District experienced a slight reduction in enrollment, due predominantly to [ ]]. Since the District is a community funded district that is primarily funded by property

tax revenues, changes in enrollment do not reduce or increase property tax revenue and have a negligible impact on State aid. For more information, see “– Local Property Tax Revenues – *Effect of Changes in Enrollment.*” The District received approximately \$7.63 million in aggregate revenues reported under LCFF sources in fiscal year 2020-21 (or approximately 83.29% of its general fund revenues in fiscal year 2020-21), which was largely comprised of the District’s local property tax revenue. See “– Local Property Tax Revenues – *General*” below. As of the Fiscal Year 2021-22 Second Interim Report, the District projects to receive approximately \$7.79 million in aggregate revenues reported under LCFF sources in fiscal year 2021-22 (or approximately 77.28% of its general fund revenues in fiscal year 2021-22), which is largely comprised of the District’s projected local property tax revenue. See “– Local Property Tax Revenues – *General*” below. *[District to review and provide updates.]*

As a community funded district, the District is required to set aside the required amount for Supplemental Grants and Concentration Grants as if the District were receiving the funds from the State. Such funds must be used to address the educational challenges of EL/LI Students. In fiscal year 2020-21, the District set-aside funds for Supplemental Grants and Concentration Grants for EL/LI Students totaling approximately \$[ ] million and \$[ ] million, respectively. Based on the District’s Fiscal Year 2021-22 Second Interim Report, the District is setting-aside funds for Supplemental Grants and Concentration Grants for EL/LI Students projected at approximately \$[ ] million and \$[ ] million, respectively. For more information, see “– *Allocation of State Funding to School Districts; Local Control Funding Formula.*”

## **Local Property Tax Revenues**

**General.** The principal component of local revenues is a school district’s property tax revenues, i.e., each district’s share of the local 1% property tax, received pursuant to Sections 75 and following and Sections 95 and following of the California Revenue and Taxation Code. The District’s share of the local 1% property tax is separate from and in addition to the ad valorem tax pledged to the repayment of all general obligation bonds of the District. California Education Code Section 42238(h) itemizes the local revenues that are counted towards the amount allocated under the LCFF (and formerly, the base revenue limit) before calculating how much the State must provide in State aid. The more local property taxes a district receives, the less State aid it is entitled to receive. Prior to the implementation of the LCFF, a school district whose local property tax revenues exceeded its base revenue limit was entitled to receive no State aid, and received only its special categorical aid which is deemed to include the “basic aid” of \$120 per student per year guaranteed by Article IX, Section 6 of the California Constitution. Such districts were known as “basic aid districts,” which are now referred to as “community funded districts.” School districts that received some State equalization aid were commonly referred to as “revenue limit districts.” The District was a basic aid district and is now referred to as a community funded district.

Under the LCFF, local property tax revenues are used to offset up to the entire State aid collection under the new formula; however, community funded districts would continue to receive, at a minimum, the same level of State aid as allotted in fiscal year 2012-13. See “– State Funding of Education; State Budget Process – *Allocation of State Funding to School Districts; Local Control Funding Formula*” for more information about the LCFF.

Based on the Fiscal Year 2021-22 Second Interim Report, local property tax revenues are projected to account for approximately 90.49% of the District’s aggregate revenues reported under LCFF sources in fiscal year 2021-22 and are projected to be approximately \$7.05 million, or 69.93% of total general fund revenues in fiscal year 2021-22.

For information about the property taxation system in the State and the District’s property tax base, see “– Property Taxation System,” “– Assessed Valuation of Property Within the District,” and “– Tax

Charges and Delinquencies” under the caption “SECURITY AND SOURCE OF PAYMENT FOR THE SERIES A BONDS” in the front portion of the Official Statement.

For a discussion of legal limitations on the ability of the District to raise revenues through local property taxes, see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” below.

***Effect of Changes in Enrollment.*** Changes in local property tax income and A.D.A. affect LCFF districts and community funded districts differently.

In a LCFF district, increasing enrollment increases the total amount distributed under the LCFF and thus generally increases a district’s entitlement to State equalization aid, while increases in property taxes do nothing to increase district revenues, but only offset the State funding requirement of equalization aid. Operating costs increase disproportionately slowly to enrollment growth; and only at the point where additional teachers and classroom facilities are needed. Declining enrollment has the reverse effect on LCFF districts, generally resulting in a loss of State equalization aid, while operating costs decrease slowly and only when, for example, the district decides to lay off teachers or close schools.

In a community funded district, such as the District, the opposite is generally true: increasing enrollment increases the amount to which the district would be entitled were it a LCFF district, but since all LCFF income (and more) is already generated by local property taxes, there is no increase in State income, other than the \$120 per student in basic aid, as described above. Meanwhile, as new students impose increased operating costs, property tax income is stretched further. Declining enrollment does not reduce property tax income, and has a negligible impact on State aid, but eventually reduces operating costs, and thus can be financially beneficial to a community funded district.

### **Other District Revenues**

***Federal Revenues.*** The federal government provides funding for several District programs, including special education programs. Based on the Fiscal Year 2021-22 Second Interim Report, the District projects that federal revenues, most of which are restricted, will comprise approximately 14.70% (or approximately \$1.48 million) of the District’s general fund projected revenues for fiscal year 2021-22.

***Other State Revenues.*** In addition to State apportionments for Proposition 98 funding through the LCFF, the District receives other State revenues, consisting primarily of restricted revenues designed to implement State mandated programs. Beginning in fiscal year 2013-14, categorical spending restrictions associated with a majority of State mandated programs were eliminated, and funding for these programs was folded into LCFF. Categorical funding for certain programs was excluded from LCFF, and school districts will continue to receive restricted State revenues to fund these programs. Based on the Fiscal Year 2021-22 Second Interim Report, the District projects that other State revenues will comprise approximately 6.93% (or approximately \$699,018) of the District’s general fund projected revenues for fiscal year 2021-22.

A portion of such other State revenues are amounts the District expects to receive from State lottery funds, a portion of which may not be used for non-instructional purposes, such as the acquisition of real property, the construction of facilities, or the financing of research. School districts receive lottery funds proportional to their total A.D.A. Based on the Fiscal Year 2021-22 Second Interim Report, the District projects to receive approximately \$117,533 in State lottery revenue for fiscal year 2021-22.

***Other Local Revenues.*** In addition to *ad valorem* property taxes, the District receives additional local revenues from sources, such as interest income, leases and rentals, educational foundations, donations and sales of property. Based on the Fiscal Year 2021-22 Second Interim Report, the District projects that

other local revenues will comprise approximately 1.08% (or approximately \$109,000) of the District's general fund projected revenues for fiscal year 2021-22.

[The revenues described in this section are based on the District's Fiscal Year 2021-22 Second Interim Report, and as such, do not reflect the receipt or allocation of certain of the COVID-19 relief funds described below.]

### **Infectious Disease Outbreak**

**General.** In general, the outbreak of a highly contagious disease or epidemic disease could harm the District's financial results or result in a temporary shutdown of the District's facilities. As discussed above, many school districts in the State are funded based on the LCFF, which allocates a Base Grant per unit of average daily attendance with additional supplemental funding in the form of Supplemental Grants and Concentration Grants based on certain factors. See "*Allocation of State Funding to School Districts; Local Control Funding Formula.*" Thus, a temporary shutdown of a school or an entire school district would reduce the average daily attendance and could impact the funding a school district receives. However, for community funded districts, such as the District, changes in enrollment do not impact property tax revenues and have a negligible impact on State aid. Still, any impact on the State's tax and other revenue receipts as a result of a highly contagious or epidemic disease may in turn impact other educational funding that the District receives from the State. See "*Changes in State Budget*" and "*Future Budgets and Budgetary Actions.*" In addition, the District may incur increased operational costs to conduct distance learning or to clean, sanitize and maintain its facilities either before or after an outbreak of an infectious disease.

**COVID-19 Background.** The outbreak of the respiratory disease caused by COVID-19 has been declared a pandemic by the World Health Organization, a national emergency by former President Trump and a state of emergency by the Governor of the State.

**Federal Response.** On March 22, 2020, former President Trump approved the Major Disaster Declaration for the State of California's COVID-19 pandemic, authorizing federal emergency aid related to COVID-19 administered through the Federal Emergency Management Agency ("FEMA"). Local educational agencies may submit a request for FEMA public assistance through the California Office of Emergency Services for reimbursement of certain costs incurred as a result of COVID-19. The District [has submitted a FEMA request for public assistance, but it has not applied for any specific funding yet.] *[District to review and provide updates.]*

On March 27, 2020, the U.S. House of Representatives approved and former President Trump signed into law the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"). The CARES Act provides \$30 billion to education, specifically \$3 billion allocated to state governors to be used at their discretion to address the emergency, \$13.5 billion for K-12 education, and \$14.25 billion for postsecondary institutions. School districts will be able to use their share of the \$13.5 billion K-12 education allocation under the CARES Act, which will be based on the proportion of Title I funding received for the most recent fiscal year, for purposes authorized by federal law and other specified uses.

The District expects to receive approximately \$[588,162] under the CARES Act, which includes funding from the Elementary and Secondary Schools Emergency Relief Fund provided directly from the federal government to the District, from the Coronavirus Relief Fund for learning loss mitigation provided from CARES Act funding administered through the State, from the Governor's Emergency Education Relief Fund for learning loss mitigation provided from CARES Act funding administered through the State, and from the State's general fund for learning loss mitigation provided from CARES Act funding administered through the State. The District has received approximately \$[ ] under the CARES Act

to date and expects to receive the remaining funding due under the CARES Act [in fiscal years 2021-22 and 2022-23]. *[District to review and provide updates.]*

On December 27, 2020, HR 133 was enacted, which includes a \$900 billion COVID-19 relief package. HR 133 provides approximately \$81.9 billion to education, specifically about \$4.1 billion allocated to state governors to be used at their discretion to address the emergency, of which approximately \$2.75 billion is reserved for private K-12 education, about \$54.3 billion for public K-12 education, around \$22.7 billion for postsecondary institutions, and about \$819 million for outlying areas and Bureau of Indian Affairs schools. School districts will be able to use their share of the approximately \$54.3 billion K-12 education allocation under HR 133, which will be based on the proportion of Title I funding received for the most recent fiscal year, for purposes authorized by federal law and other specified uses. The District expects to receive approximately \$[802,613] under HR 133. The District has received approximately \$[ ] to date and expects to receive the remaining funding due under HR 133 [in fiscal years 2021-22 and 2022-23]. *[District to review and provide updates.]*

On March 11, 2021, the American Rescue Plan Act of 2021 (“HR 1319”), a \$1.9 trillion COVID-19 relief package, was enacted. HR 1319 provides approximately \$165.15 billion to education, specifically about \$122.8 billion to public K-12 education, around \$2.75 billion to private K-12 education and about \$39.6 billion to postsecondary institutions. Of the approximately \$122.8 billion in K-12 funding, about \$7.2 billion is set aside for purchasing technology to support digital learning and around \$800 million is set aside for supporting homeless students. HR 1319 allocates K-12 funding to states and school districts according to the proportion of Title I funding received for the most recent fiscal year. It further stipulates that of the K-12 funds received by states, 90% must be distributed to local educational agencies, 5% must be used to address learning loss, 1% must be used for summer enrichment programs and 1% must be used for comprehensive afterschool programs, and of the K-12 funds received by school districts, 20% must be used to address learning loss. HR 1319 allocates postsecondary funding based on the relative share of students receiving Federal Pell Grants at an institution. It also requires that at least 50% of postsecondary funding must be spent on emergency, need-based financial aid grants to students and that a portion of remaining funds must be used to implement practices that monitor and suppress COVID-19. The District expects to receive approximately \$[ ] under HR 1319. The District has received approximately \$[ ] to date and expects to receive the remaining funding due under HR 1319 [in fiscal years 2021-22 and 2022-23]. *[District to review and provide updates.]*

***State Legislation Relating to School Districts.*** On March 17, 2020, the Governor signed Senate Bill 117 (“SB 117”) as urgency legislation effective immediately. For purposes of school district funding for fiscal year 2019-20, SB 117 limits the A.D.A. reported to the California Department of Education to include the full school months from July 1, 2019, to February 29, 2020. This condensed A.D.A. period applies to school districts that comply with Executive Order N-26-20, which provides that school districts that initiate a school closure to address COVID-19 will continue to receive State funding to support certain enumerated school functions during the period of closure. SB 117 further states the intent of the State Legislature that a school district’s employees and contractors are paid during the period of a school closure due to COVID-19. SB 117 also waives instructional time penalties that would otherwise accrue, as long as the school district superintendent, county superintendent or charter school administrator certify that the closure due to COVID-19 caused the school district to fall below applicable instructional time requirements. SB 117 also includes \$100 million in additional funding to school districts for certain costs incurred as a result of COVID-19. The District received \$9,681 from such additional State funding in fiscal year 2019-20.

The Governor signed Assembly Bill 86 (“AB 86”) into law on March 5, 2021. AB 86 provides approximately \$6.6 billion to local educational agencies to encourage a return to in-person education, with a focus on students who are younger (TK-2) and most disproportionately impacted by the COVID-19 pandemic. Funding is distributed as follows: \$725 per student, an additional \$1,000 per homeless student,

and funds remaining after these apportionments are distributed proportionally based on LCFF. \$2 billion is set aside as incentive for school districts that returned to in-person instruction by March 31, 2021 for at least TK-2 and ramping up to include higher grades if county transmission rates allow. Beginning April 1, 2021, school districts' apportioned incentive funding was reduced by 1% for every academic calendar day they do not offer in-person education until May 15, 2021, after which school districts forfeited their entire apportionment of incentive funding. AB 86 allocates approximately \$4.6 billion to local educational agencies to support expanded learning opportunities that target learning loss resulting from the COVID-19 pandemic. School districts must implement learning recovery programs that include, at minimum, supplemental instruction, resources for social and emotional well-being and meal programs. AB 86 also establishes reporting requirements to monitor COVID-19 cases and in-person education status and apportions \$25 million to the State's "Safe Schools For All Team" to provide technical assistance, community engagement, oversight and accountability to school districts. AB 86 further sets aside 10% of the State's vaccine supply for childcare and TK-12 education sector staff. Under AB 86, the District expects to receive approximately \$[ ] in incentive funding for returning to in-person instruction prior to April 1, 2021, and approximately \$[ ] in expanded learning opportunities funding. The District has received approximately \$[ ] to date and expects to receive the remaining funding due under AB 86 [in fiscal years 2021-22 and 2022-23]. *[District to review and provide updates.]*

***District Response.*** As a result of the outbreak of COVID-19, the District closed its schools for in-person instruction in March 2020 for the remainder of the 2019-20 school year and implemented a distance learning model. On August 18, 2020, the District started the 2020-21 school year using the distance learning model and gradually transitioned students back to in-person instruction from September to October 2020. The District continued in-person instruction for the 2021-22 school year, which commenced on August 18, 2021. For students who do not wish to return to in-person instruction for the 2021-22 school year, the District offers an independent study program. [Since the District is no longer statutorily authorized to offer certain distance learning alternatives to in-person instruction, the independent study program serves a significantly smaller portion of its students.] *[District to review and provide updates.]*

In August 2021, the California Department of Public Health issued a public health order requiring all school employees in the State to either show proof of full vaccination or be tested at least once a week effective October 15, 2021. In October 2021, the Governor announced plans to add the COVID-19 vaccine to the list of vaccinations required for students to attend school in-person when the vaccine receives full approval from the Food and Drug Administration for middle and high school grades. Such Statewide student vaccination requirement is expected to take effect July 1, 2022. [Accordingly, the District currently requires school employees to show proof of full vaccination or be tested weekly, and plans to continue to follow State requirements for student vaccinations when the COVID-19 vaccine receives full approval for students in middle school grades]. *[District to review and provide updates.]*

In fiscal years 2019-20 and 2020-21, the District recorded approximately \$10,000 and \$[200,000], respectively, in COVID-19 related expenditures, largely resulting from increased expenditures for, among other things, distance learning, additional teachers, services and equipment, cleaning supplies, and personal protective equipment. In fiscal year 2021-22, the District is projecting approximately \$[ ] for additional COVID-19 related expenditures for, among other things, [protective equipment, supplies, technology, software, training, consultants, and staffing]. Pursuant to the COVID-19 relief measures described above, the District has been allocated State and federal funding to mitigate the impact of COVID-19, which the District currently expects [will/will not] cover the increased expenditures relating to COVID-19. *[District to review and provide updates.]*

While State and federal one-time COVID-19 relief funding has provided and will continue to provide some immediate relief to school districts, including the District, the short-term and long-term impacts of the COVID-19 outbreak on the District's operations and finances are not fully known as the situation continues to evolve. The District cannot predict whether similar legislation providing State and



federal one-time relief funding would be enacted in the future in the event the outbreak of COVID-19 continues or a similar or other outbreak of a highly contagious disease or epidemic disease were to occur in the future.

### **Charter Schools**

Charter schools are largely independent schools operating as part of the public school system created pursuant to Part 26.8 (beginning with Section 47600) of Division 4 of Title 2 of the California Education Code (the “Charter School Law”). A charter school is usually created or organized by a group of teachers, parents and community leaders, or a community-based organization, and may be approved by an existing local public school district, a county board of education or the State Board of Education. A charter school is generally exempt from the laws governing school districts, except where specifically noted in the law. The Charter School Law acknowledges that among its intended purposes are to (a) provide parents and students with expanded choices in the types of educational opportunities that are available within the public school system, (b) hold schools accountable for meeting measurable pupil outcomes and provide schools a way to shift from a rule-based to a performance-based system of accountability, and (c) provide competition within the public school system to stimulate improvements in all public schools.

A school district has certain fiscal oversight and other responsibilities with respect to both dependent and independent charter schools. However, independent charter schools that receive their funding directly from the State are generally not included in a school district’s financial reports and audited financial statements and function like independent agencies, including having control over their staffing and budgets, which are received directly from the State. Dependent charter schools receive their funding from the school district and would generally be included in the school district’s financial reports and audited financial statements.

[At this time, there are no charter schools operating in the District, and there are no applications for charter schools currently pending.] *[District to review and provide updates.]* The District cannot provide any assurances as to whether any new charter schools will be established within the territory of the District, or as to the impact any charter school developments may have on the District’s finances in future years.

### **Significant Accounting Policies and Audited Financial Statements**

The State Department of Education imposes by law uniform financial reporting and budgeting requirements for K-12 districts. Financial transactions are required to be accounted for in accordance with the Department of Education’s California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all State school districts, including the District. Significant accounting policies followed by the District are explained in Note 1 to the District’s audited financial statements for the fiscal year ended June 30, 2021, which are included as Appendix B to the Official Statement.

Independently audited financial statements are prepared annually in conformity with generally accepted accounting principles for educational institutions. The annual audit report is generally available about six months after the June 30 close of each fiscal year. Typically, school districts in the State are required to file their audited financial statements for the preceding fiscal year with the State Controller’s Office, the State Superintendent of Public Instruction, and the county superintendent of schools by December 15 of each year. However, in response to the COVID-19 pandemic and the challenges it presents for school district operations, Senate Bill 98 (Chapter 24, enacted on June 29, 2020, as an urgency bill) provided that a school district’s audited financial statements for fiscal year 2019-20 were not due until March 31, 2021. Accordingly, the District filed its audited financial statements for fiscal year 2019-20 with the State Controller’s Office, the State Superintendent of Public Instruction, and the Calaveras County Superintendent of Schools by [March 31, 2021]. Pursuant to Assembly Bill 130 (Chapter 44, enacted on

July 9, 2021), the deadline for school districts to file their audited financial statements for fiscal year 2020-21 was extended to January 31, 2022. Accordingly, the District filed its audited financial statements for fiscal year 2020-21 with the State Controller's Office, the State Superintendent of Public Instruction, and the Calaveras County Superintendent of Schools [by January 31, 2022]. The District's audited financial statements for fiscal year 2020-21 are described throughout this Appendix A and are included as Appendix B to the Official Statement.

The District's contract with its audit firm, Goodell, Porter, Sanchez & Bright, LLP, Certified Public Accountants, Sacramento, California, terminated at the end of fiscal year 2015-16 when the District's former audit partner retired; subsequently, pursuant to a selection process involving requests for proposals from multiple accounting firms, Vavrinek, Trine, Day & Co., LLP, Palo Alto, California ("VTD") was selected as the District's auditor. Effective fiscal year 2018-19, the District's audit firm changed from VTD to Eide Bailly LLP, Menlo Park, California ("Eide Bailly") after VTD joined Eide Bailly on July 22, 2019. The following tables contain data extracted from general fund financial statements prepared by the District's former independent auditor, VTD, for fiscal years 2016-17 and 2017-18, and by the District's current independent auditor, Eide Bailly, for fiscal years 2018-19 through 2020-21.

VTD and Eide Bailly have not been requested to consent to the use or to the inclusion of their respective reports in this Official Statement, and they have not audited or reviewed this Official Statement. The following tables are only a summary of the general fund financial statements of the District for the fiscal years shown. The District's audited financial statements for the fiscal year ended June 30, 2021 are attached as Appendix B to this Official Statement. The complete audited financial statements of the District, including the notes to the audited financial statements, are an integral part of this Official Statement.

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The following table sets forth the statement of revenues, expenditures and changes in fund balances for the District's general fund for fiscal years 2016-17 through 2020-21.

**VALLECITO UNION SCHOOL DISTRICT**  
**(Calaveras County, California)**  
**Statement of General Fund Revenues, Expenditures and Changes in Fund Balance**  
**Fiscal Years 2016-17 through 2020-21<sup>(1)</sup>**

	Fiscal Year 2016-17 Audited Actuals <sup>(2)</sup>	Fiscal Year 2017-18 Audited Actuals <sup>(2)</sup>	Fiscal Year 2018-19 Audited Actuals	Fiscal Year 2019-20 Audited Actuals	Fiscal Year 2020-21 Audited Actuals
<b>REVENUES</b>					
LCFF sources	\$6,165,006	\$6,474,824	\$6,913,295	\$7,120,628	\$7,631,775
Federal sources	439,728	324,014	471,511	321,872	836,541
Other State sources	275,298	470,154	770,438	431,200	665,958
Other local sources	63,574	182,942	165,447	286,962	28,460
<b>Total Revenues</b>	<b>6,943,606</b>	<b>\$7,451,934</b>	<b>8,320,691</b>	<b>8,160,662</b>	<b>9,162,734</b>
<b>EXPENDITURES</b>					
Current					
Instruction	3,880,463	4,210,126	4,759,592	4,554,058	4,793,703
Instruction related activities:					
Supervision of instruction	53,775	33,359	19,035	7,568	63,778
Instructional library, media, and technology	150,198	140,739	183,365	148,112	125,474
School site administration	646,171	648,043	712,914	728,804	866,769
Pupil services:					
Home-to-school transportation	325,703	309,095	324,334	348,115	296,657
All other pupil services	369,439	197,658	470,567	489,233	549,634
Administration:					
Data processing	47,686	33,058	21,201	16,960	15,176
All other administration	789,117	832,689	895,635	885,944	858,117
Plant services	813,584	850,443	781,390	845,134	846,447
Ancillary services	15,722	19,937	18,797	17,385	1,126
Other outgo	990	12,014	-	42,281	61,536
<b>Total Expenditures</b>	<b>7,092,848</b>	<b>7,287,161</b>	<b>8,186,830</b>	<b>8,083,594</b>	<b>8,478,417</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>(149,242)</b>	<b>164,773</b>	<b>133,861</b>	<b>77,068</b>	<b>684,317</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfers in	-	-	-	-	-
Transfers out <sup>(3)</sup>	(169,174)	(25,000)	(35,000)	(55,000)	(115,000)
<b>Net Financing Sources (Uses)</b>	<b>(169,174)</b>	<b>(25,000)</b>	<b>(35,000)</b>	<b>(55,000)</b>	<b>(115,000)</b>
<b>NET CHANGE IN FUND BALANCES</b>	<b>(318,416)</b>	<b>139,773</b>	<b>98,861</b>	<b>22,068</b>	<b>569,317</b>
<b>Fund Balance – Beginning</b>	<b>2,894,017</b>	<b>3,368,598</b>	<b>3,508,371</b>	<b>3,607,232</b>	<b>3,629,300</b>
<b>Fund Balance – Ending</b>	<b>\$2,575,601</b>	<b>\$3,508,371</b>	<b>\$3,607,232</b>	<b>\$3,629,300</b>	<b>\$4,198,617</b>

<sup>(1)</sup> Pursuant to Governmental Accounting Standards Board ("GASB") Statement No. 54, the District's audited financial statements include the financial activity of the deferred maintenance fund, the special reserve fund for other than capital outlay projects, and the special reserve fund for postemployment benefits with the District's general fund.

<sup>(2)</sup> The difference in the ending fund balance in fiscal year 2016-17 and the beginning fund balance in fiscal year 2017-18 is due to a change in the presentation of the audit. In fiscal year 2016-17, the auditors presented the aggregation of certain special revenue funds in the District's general fund in a separate reconciliation instead of reflecting it in the Statement of General Fund Revenues, Expenditures and Changes in Fund Balance. In fiscal year 2017-18, the auditors changed the presentation of the audit and aggregated the special revenue funds with the District's general fund in the Statement of General Fund Revenues, Expenditures and Changes in Fund Balance in accordance with GASB Statement No. 54.

<sup>(3)</sup> Transfers to the cafeteria fund to supplement the food program and cover deficit spending, and to the special reserve fund for capital outlay projects.

Source: Vallecito Union School District Audited Financial Statements for fiscal years 2016-17 through 2020-21.

The following table sets forth the general fund balance sheet of the District for fiscal years 2016-17 through 2020-21.

**VALLECITO UNION SCHOOL DISTRICT**  
**(Calaveras County, California)**  
**Summary of General Fund Balance Sheet**  
**Fiscal Years 2016-17 through 2020-21**

	Fiscal Year 2016-17 Audited Actuals	Fiscal Year 2017-18 Audited Actuals	Fiscal Year 2018-19 Audited Actuals	Fiscal Year 2019-20 Audited Actuals	Fiscal Year 2020-21 Audited Actuals <sup>(1)</sup>
<b>ASSETS</b>					
Deposits and investments	\$3,490,466	\$3,569,583	\$3,343,165	\$3,700,494	\$4,198,444
Receivables	9,319	81,229	435,711	93,148	335,409
<b>Total Assets</b>	<b>\$3,499,785</b>	<b>\$3,650,812</b>	<b>\$3,778,876</b>	<b>\$3,793,642</b>	<b>\$4,533,853</b>
<b>LIABILITIES:</b>					
Accounts payable	\$131,187	\$142,441	\$171,644	\$164,342	\$169,452
<b>Total Liabilities</b>	<b>\$131,187</b>	<b>\$142,441</b>	<b>\$171,644</b>	<b>\$164,342</b>	<b>\$(335,236)</b>
<b>FUND BALANCES:</b>					
Nonspendable	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Restricted	57,391	56,711	128,616	94,535	308,422
Assigned	859,067	844,684	963,231	960,667	1,031,700
Unassigned	2,449,140	2,603,976	2,512,385	2,571,098	2,855,495
<b>Total Fund Balance</b>	<b>3,368,598</b>	<b>3,508,371</b>	<b>3,607,232</b>	<b>3,629,300</b>	<b>4,198,617</b>
<b>Total Liabilities and Fund Balances</b>	<b>\$3,499,785</b>	<b>\$3,650,812</b>	<b>\$3,778,876</b>	<b>\$3,793,642</b>	<b>\$4,533,853</b>

<sup>(1)</sup> [District to provide update on discrepancy of liabilities.]

Source: Vallecito Union School District Audited Financial Statements for fiscal years 2016-17 through 2020-21.

### District Budget Process and County Review

**Budget Process.** State law requires school districts to maintain a balanced budget in each fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts.

Under current law, a school district governing board must adopt and file with the county superintendent of schools a tentative budget by July 1 in each fiscal year. The District is under the jurisdiction of the Calaveras County Superintendent of Schools.

The county superintendent must review and approve, conditionally approve or disapprove the budget no later than September 15. The county superintendent is required to 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 with the established standards. In the event that the county superintendent conditionally approves or disapproves the school district's budget, the county superintendent will submit to the governing board of the school district no later than September 15 of such year written recommendations regarding revisions of the budget and the reasons for the recommendations, including, but not limited to, the amounts of any budget adjustments needed before the county superintendent can approve that budget.

The governing board of the school district, together with the county superintendent, must review and respond to the recommendations of the county superintendent on or before October 8 at a regular

meeting of the governing board of the school district. The county superintendent will examine and approve or disapprove of the revised budget by November 8 of such year. If the county superintendent disapproves a revised budget, the county superintendent will call for the formation of a budget review committee. By December 31 of each year, every school district must have an adopted budget, or the Superintendent of Public Instruction (the "State Superintendent") may impose a budget and will report such school district to the State Legislature and the Department of Finance.

Subsequent to approval, the county superintendent will monitor each school district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the school district can meet its current or subsequent year financial obligations. If, after taking various remedial actions, the county superintendent determines that a school district cannot meet its current or the subsequent year's obligations, the county superintendent will notify the school district's governing board, the State Superintendent and the president of the State board (or the president's designee) of the determination and take at least one of the following actions, and all actions that are necessary to ensure that the school district meets its financial obligations: (a) develop and impose, after also consulting with the State Superintendent and the school district's governing board, revisions to the budget that will enable the school district to meet its financial obligations in the current fiscal year, (b) stay or rescind any action inconsistent with the ability of the school district to meet its obligations for the current or subsequent fiscal year, (c) assist in developing, in consultation with the school district's governing board, a financial plan that will enable the school district to meet its future obligations, (d) assist in developing, in consultation with the school district's governing board, a budget for the subsequent fiscal year, and (e) as necessary, appoint a fiscal advisor to perform the aforementioned duties. The county superintendent will also make a report to the State Superintendent and the president of the State board or the president's designee about the financial condition of the school district and the remedial actions proposed by the county superintendent. However, the county superintendent may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the county superintendent assumed authority.

**Interim Reporting.** A State law adopted in 1991 (known as "A.B. 1200") imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of A.B. 1200 and the California Education Code (Section 42100 *et seq.*), each school district is required to file two interim certifications with the county superintendent (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) 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 superintendent reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that, based on then current projections, 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, based on then current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that, based on then current projections, will not meet its financial obligations for the current fiscal year or the two subsequent fiscal years. A certification may be revised to a negative or qualified certification by the county superintendent, as appropriate. A school district that receives a qualified or negative certification for its second interim report must provide to the county superintendent, the State Controller and the State Superintendent no later than June 1, financial statement projections of the school district's fund and cash balances through June 30 for the period ending April 30.

Any school district that receives a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax and revenue anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the school district, unless the county superintendent determines that the school district's repayment of indebtedness is probable. In the past five years, the District has not received a negative or qualified certification for an interim financial report.

***County and State Response to School Districts Under Financial Distress.*** For school districts under fiscal distress, the county superintendent is authorized to take a number of actions to ensure that the school district meets its financial obligations, including budget revisions. However, the county superintendent is not authorized to approve any diversion of revenue from *ad valorem* property taxes levied to pay debt service on district general obligation bonds. A school district that becomes insolvent may, upon the approval of a fiscal plan by the county superintendent, request an emergency appropriation from the State, in which case the county superintendent, the State Superintendent and the president of the State board or the president's designee will appoint a trustee to serve the school district until it has adequate fiscal systems and controls in place. The acceptance by a school district of an emergency apportionment exceeding 200% of the reserve recommended for that school district constitutes an agreement that the county superintendent will assume control of the school district in order to ensure the school district's return to fiscal solvency.

In the event the State elects to provide an emergency apportionment to a school district, such apportionment will constitute an advance payment of apportionments owed to the school district from the State School Fund and the Education Protection Account. The emergency apportionment may be accomplished in two ways. First, a school district may participate in a two-part financing in which the school district receives an interim loan from the State general fund, with the agreement that the school district will subsequently enter into a lease financing with the California Infrastructure and Economic Development Bank for purposes of financing the emergency apportionment, including repaying such amounts advanced to the State general fund. State law provides that so long as bonds from such lease financing are outstanding, the recipient school district (via its administrator) cannot file for bankruptcy. As an alternative, a school district may receive an emergency apportionment from the State general fund that must be repaid in 20 years. Each year, the State Superintendent will withhold from the apportionments to be made to the school district from the State School Fund and the Education Protection Account an amount equal to the emergency apportionment repayment that becomes due that year. The determination as to whether the emergency apportionment will take the form of a lease financing or an emergency apportionment from the State general fund will be based upon the availability of funds within the State general fund.

***District's Fiscal Year 2020-21 Budget and Unaudited Actuals.*** The District's original adopted general fund budget for fiscal year 2020-21, which is included in the table that follows, reflects the assumptions contained in the Governor's May revision to the proposed fiscal year 2020-21 State budget, which were significantly revised in the fiscal year 2020-21 State budget. However, such initial and revised assumptions did not significantly impact the District's budgeting for fiscal year 2020-21 because the District is a community funded district that receives a minimal amount of general financial support from the State, and local property tax collections are the primary funding source for the District. As such, the District did not prepare a revised budget for fiscal year 2020-21 as a result of the changes in the fiscal year 2020-21 State budget. The District's unaudited actuals for fiscal year 2020-21, included in the table that follows, reflect the District's actual financial results for such fiscal year.

***District's Fiscal Year 2021-22 Budget and Second Interim Report.*** The District's original adopted general fund budget for fiscal year 2021-22 (the "Fiscal Year 2021-22 Budget"), which was adopted by the Governing Board on [June 23], 2021, is included in the table that follows. The Fiscal Year 2021-22 Budget reflects the assumptions contained in the Governor's May revision to the proposed fiscal year 2021-22 State budget, which were not significantly revised in the 2021-22 State Budget. The Fiscal Year 2021-22 Budget does not contain historical facts but consist of forecasts and "forward-looking statements." The achievement of certain results or other expectations contained in the Fiscal Year 2021-22 Budget involves known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described therein to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. All projections, forecasts, assumptions, expressions of opinions, estimates, and other forward-looking statements contained in the

Fiscal Year 2021-22 Budget are expressly qualified in their entirety by the foregoing and the other cautionary statements. *[District to review and provide updates.]*

The District revises its projections of revenues, expenditures, and ending fund balances contained in the Fiscal Year 2021-22 Budget as more financial data becomes available throughout the fiscal year. Accordingly, the District's Fiscal Year 2021-22 Second Interim Report reflects actual financial data for the period ending January 31, 2022 and projections for the remainder of fiscal year 2021-22 based on such data. The Fiscal Year 2021-22 Second Interim Report, which [was approved by the Governing Board on April 20, 2022], is also included in the table that follows and described throughout this Appendix A. The achievement of certain results or other expectations contained in the Fiscal Year 2021-22 Second Interim Report involves known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described therein to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. All projections, forecasts, assumptions, expressions of opinions, estimates, and other forward-looking statements contained in the Fiscal Year 2021-22 Second Interim Report are expressly qualified in their entirety by the foregoing and the other cautionary statements.

The table on the following page sets forth the District's original adopted general fund budgets for fiscal years 2019-20 through 2021-22, unaudited actuals for fiscal years 2019-20 and 2020-21, and Fiscal Year 2021-22 Second Interim Report.

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**VALLECITO UNION SCHOOL DISTRICT**  
**(Calaveras County, California)**  
**General Fund Budgets for Fiscal Years 2019-20 through 2021-22,**  
**Unaudited Actuals for Fiscal Years 2019-20 and 2020-21**  
**and Second Interim Report for Fiscal Year 2021-22<sup>(1)</sup>**

	2019-20 Original Budget	2019-20 Unaudited Actuals <sup>(2)</sup>	2020-21 Original Budget	2020-21 Unaudited Actuals	2021-22 Original Budget	2021-22 Second Interim Report <sup>(3)</sup>
<b>REVENUES</b>						
LCFF Sources	\$7,069,532.68	\$7,120,628.28	\$7,173,464.58	\$7,631,775.73	\$7,789,931.96	\$7,790,964.93
Federal Revenue	338,666.00	321,871.97	283,000.00	844,025.17	1,068,411.00	1,482,469.67
Other State Revenue	387,580.00	431,199.53	392,452.14	665,958.23	919,713.19	699,018.19
Other Local Revenue	60,000.00	91,745.84	60,000.00	292,979.05	109,000.00	109,000.00
<b>TOTAL REVENUES</b>	<b>7,855,778.68</b>	<b>7,965,445.62</b>	<b>7,908,916.72</b>	<b>9,434,738.18</b>	<b>9,887,056.15</b>	<b>10,081,452.79</b>
<b>EXPENDITURES</b>						
Certificated Salaries	2,868,721.82	2,976,410.33	2,839,579.48	3,047,120.11	4,559,274.35	3,982,841.39
Classified Salaries	1,620,943.54	1,656,597.15	1,718,085.82	1,625,402.86	1,732,598.92	1,965,162.83
Employee Benefits	1,833,166.81	1,975,810.50	1,925,557.41	1,931,032.17	2,212,175.80	2,468,063.66
Books and Supplies	385,337.31	372,073.68	547,212.04	760,092.69	426,721.35	578,253.56
Services, Other Operating Expenses	1,143,348.53	1,027,576.34	1,057,428.92	1,053,233.97	1,092,017.57	1,462,008.41
Capital Outlay	1.00	-	1.00	-	71,001.00	291,614.15
Other Outgo (excluding Direct Support/Indirect Costs)	7,520.00	42,281.23	20,000.00	61,536.01	60,000.00	60,000.00
Transfers of Direct Support/Indirect Costs	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>7,859,039.01</b>	<b>8,050,749.23</b>	<b>8,107,864.67</b>	<b>8,478,417.81</b>	<b>10,153,788.99</b>	<b>10,807,944.00</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>(3,260.33)</b>	<b>(85,303.61)</b>	<b>(198,947.95)</b>	<b>956,320.37</b>	<b>(266,732.84)</b>	<b>(726,491.21)</b>
<b>OTHER FINANCING SOURCES (USES)</b>						
Inter-fund Transfers In	-	-	-	-	-	-
Inter-fund Transfers Out <sup>(4)</sup>	(31,445.00)	(86,440.00)	(66,444.00)	(146,440.00)	(111,312.55)	(111,312.55)
Other Sources (Uses)	-	-	-	-	-	-
Contributions	-	-	-	-	-	-
<b>TOTAL, OTHER FINANCING SOURCES (USES)</b>	<b>(31,445.00)</b>	<b>(86,440.00)</b>	<b>(66,444.00)</b>	<b>(146,440.00)</b>	<b>(111,312.55)</b>	<b>(111,312.55)</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(34,705.33)</b>	<b>(171,743.61)</b>	<b>(265,391.95)</b>	<b>809,880.37</b>	<b>(378,045.39)</b>	<b>(837,803.76)</b>
<b>BEGINNING BALANCE, as of July 1</b>	<b>2,535,328.33</b>	<b>2,715,216.12</b>	<b>2,176,452.46</b>	<b>2,528,363.42</b>	<b>2,692,577.56</b>	<b>3,338,243.79</b>
Audit Adjustments	-	(15,109.09)	-	-	-	-
As of July 1 – Audited	2,535,328.33	2,700,107.03	2,176,452.46	2,528,363.42	2,692,577.56	3,338,243.79
Other Restatements	-	-	-	-	-	-
Adjusted Beginning Balance	2,535,328.33	2,700,107.03	2,176,452.46	2,528,363.42	2,692,577.56	3,338,243.79
<b>ENDING BALANCE</b>	<b>\$2,500,623.00</b>	<b>\$2,528,363.42</b>	<b>\$1,911,060.51</b>	<b>\$3,338,243.79</b>	<b>\$2,314,532.17</b>	<b>\$2,500,440.03</b>
Unrestricted Balance	\$2,500,619.00	\$2,463,383.87	\$1,911,060.51	\$3,091,484.80	\$2,314,032.74	\$2,500,440.03
Restricted Balance	\$4.00	\$64,979.55	\$-	\$246,758.99	\$499.43	\$-

- (1) Pursuant to GASB Statement No. 54, the District's audited financial statements reflect the unrestricted and restricted general fund, as well as the deferred maintenance fund, the special reserve fund for other than capital outlay projects, and the special reserve fund for postemployment benefits, but the District's unaudited actuals, adopted budgets, and interim financial reports reflect only the unrestricted and restricted general fund without the inclusion of the deferred maintenance fund, the special reserve fund for other than capital outlay projects, and the special reserve fund for postemployment benefits.
- (2) The audit adjustment shown in the unaudited actuals for fiscal year 2019-20 relates to adjustments made to the fiscal year 2018-19 audited financial statements to write off the invalid beginning account payable balance, lottery receivable carryover from the prior year, and Title I receivables carryover from the prior year.
- (3) Figures are projections.
- (4) Transfers to the cafeteria fund to supplement the food program and cover deficit spending, and to the special reserve fund for capital outlay projects.
- Source: Vallecito Union School District original adopted general fund budgets for fiscal years 2019-20 through 2021-22; unaudited actuals for fiscal years 2019-20 and 2020-21; and Fiscal Year 2021-22 Second Interim Report.



## District Debt Structure

**Long-Term Debt Summary.** The schedule of changes in the District’s long-term liabilities, other than other post-employment benefits (“OPEB”) and pension liabilities, for the fiscal year ended June 30, 2021, consisted of the following:

Long-Term Liabilities	Balance July 1, 2020	Additions	Deductions	Balance June 30, 2021	Due in One Year
General obligation bonds	\$11,902,403	\$2,800,000	\$708,606	\$13,993,797	\$369,339
GOB accreted interest	2,642,257	-	791,394	1,850,863	865,660
Unamortized premiums	-	486,986	9,838	477,148	29,514
Compensated absences	33,993	24,624	13,597	45,020	18,000
<b>Total</b>	<b>\$14,578,653</b>	<b>\$3,311,610</b>	<b>\$1,523,435</b>	<b>\$16,366,828</b>	<b>\$1,282,513</b>

<sup>(1)</sup> Does not reflect the issuance of the Series A Bonds.

Source: Vallecito Union School District Audited Financial Statements for fiscal year 2020-21.

**General Obligation Bonds.** Prior to the issuance of the Series A Bonds, the District has outstanding two series of general obligation bonds and one series of general obligation bond anticipation notes, which are secured by *ad valorem* taxes levied upon all property subject to taxation by the District on parity with the Series A Bonds.

See “THE SERIES A BONDS – Outstanding Bonds” and “– Aggregate Debt Service” in the front portion of this Official Statement for more information about such outstanding bonds and notes.

**Other Post-Employment Benefits (OPEBs).** In addition to the retirement plan benefits with California State Teachers’ Retirement System (“CalSTRS”) and California Public Employees’ Retirement System (“CalPERS”), the District provides OPEB through its single-employer defined benefit healthcare plan (the “Plan”). Under the Plan, there are 52 active employees and no inactive employees or beneficiaries currently receiving benefit payments.

The Plan provides health benefits in accordance with the District’s employment contracts, to all employees who retire from the District on or after age 55 with at least 15 years of service until the age of 65. Benefits are provided through a third-party insurer and the full cost of benefits is covered by the Plan. The District offers medical insurance and prescription drug benefits to its employees and retirees through California’s Valued Trust (“CVT”), a jointly managed trust, on a pooled, self-insurance basis. A separate three-tiered rate structure applies to retirees under the age of 65. Four medical and prescription drug options are offered to each retiree group as follows: Blue Cross PPO options 1A, 4A, 6A and 8A. Dental and vision coverage are also provided through CVT. The Governing Board of the District has the authority to establish and amend the benefit terms as contained within the negotiated labor agreements.

The contribution requirements of the Plan members and the District are established and may be amended by the District. The required contribution is based on projected pay-as-you-go financing requirements. The District paid \$86,815 in pay-as-you-go benefits in fiscal year 2020-21 and, based on the Fiscal Year 2021-22 Second Interim Report, projects it will pay approximately \$[\_\_\_\_\_] in pay-as-you-go benefits in fiscal year 2021-22. No assets are accumulated in a trust that meets the criteria of Statement Number 75 (as defined below).

Total Compensation Systems, Inc. prepared an actuarial valuation for the Plan, dated February 3, 2022, using a valuation date of June 30, 2020 (the “Actuarial Valuation”). According to the Actuarial Valuation, as of June 30, 2020, the District had a total and net OPEB liability of \$526,088, since there are no assets accumulated in a trust to prefund benefits due under the Plan. Previously, as of June 30, 2019,

the District had a total and net OPEB liability of \$824,044. The Actuarial Valuation uses the following assumptions: a discount rate of 2.20% per year net of expenses, an inflation rate of 2.50% per year, a payroll increase rate of 2.75% per year, and a healthcare cost trend rate of 4.00% per year. Such assumptions differ from the assumptions used in fiscal year 2019-20, which included a discount rate of 3.00% per year net of expenses, a payroll increase rate of 3.00% per year, and a healthcare cost trend rate of 5.90% for 2019.

The following table summarizes changes in the total and net OPEB liability during the fiscal year ended June 30, 2021:

	<b>Total OPEB Liability</b>
<b>Balance, June 30, 2019</b>	<u>\$824,044</u>
Service Cost	70,045
Interest	25,921
Differences Between Expected and Actual Experience	(60,128)
Changes in Assumptions or Other Inputs	(246,266)
Benefit Payments	<u>(87,528)</u>
Net Change in Total OPEB Liability	<u>(297,956)</u>
<b>Balance, June 30, 2020</b>	<u><u>\$526,088</u></u>

Source: Vallecito Union School District Audited Financial Statements for fiscal year 2020-21.

For more information regarding the District’s OPEB obligations and liabilities for fiscal year 2020-21, see Note 8 to the District’s financial statements in APPENDIX B – “FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2021.”

In June 2015, GASB issued Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (“Statement Number 75”). OPEBs generally include post-employment health benefits (medical, dental, vision, prescription drug and mental health), life insurance, disability benefits and long term care benefits. The objective of Statement Number 75 is to improve accounting and financial reporting by the State and local governments for OPEB by requiring the recognition of entire OPEB liability, a more comprehensive measure of OPEB expense, new note disclosures and certain required supplementary information. In addition, Statement Number 75 sets forth additional accounting methods to improve the usefulness of information about OPEB included in the general purpose external financial reports of State and local governmental OPEB plans for making decisions and assessing accountability. Statement Number 75 results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency. Statement Number 75 replaces GASB Statements Number 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions, as amended, and Number 57, OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans. The District has implemented Statement Number 75 in its financial statements beginning with fiscal year 2017-18.

**Tax and Revenue Anticipation Notes.** The District did not issue tax and revenue anticipation notes (“TRANS”) or borrow funds to supplement the District’s cash flow in fiscal years 2019-20 and 2020-21. [The District does not currently plan to issue TRANS in fiscal year 2021-22]. The District may issue TRANS or borrow funds in future fiscal years as and if necessary to supplement cash flow. *[District to review and provide updates.]*

## Employment

As of May 2022, the District projects approximately [ ] full-time equivalent (“FTE”) employees, including approximately [ ] FTE certificated (credentialed teaching) staff, approximately [ ] FTE classified (non-teaching) staff, and approximately [ ] FTE management personnel. These employees, except management employees, are represented by the bargaining units as noted below. For fiscal year 2020-21, the total certificated and classified salaries (including management personnel who are either counted as certificated or classified) were approximately \$3.05 million and \$1.63 million, respectively. As of the Fiscal Year 2021-22 Second Interim Report, the District projects that the total certificated and classified salaries (including management personnel who are either counted as certificated or classified) will be approximately \$3.98 million and \$1.97 million, respectively, in fiscal year 2021-22. *[District to update table below with number of employees represented and confirm contract expiration dates. District to provide updates on status of labor negotiations.]*

Name of Bargaining Unit	Number of FTEs Represented	Current Contract Expiration Date
Vallecito Teachers’ Association Certificated Master Contract (“VTA”)	[33.53]	June 30, 2022
California School Employees Association Vallecito Chapter #748 (“CSEA”)	[31.30]	June 30, 2022

Source: Vallecito Union School District.

## Retirement Benefits

The District participates in retirement plans with CalSTRS, which covers all full-time certificated District employees, including teachers and administrators, and CalPERS, which covers certain classified employees. Classified school personnel who are employed four or more hours per day may participate in CalPERS.

**CalSTRS.** The CalSTRS defined benefit pension plan provides retirement benefits (generally 2% of final compensation for each year of credited service) to participating employees based on hiring date, age, final compensation and years of credited service. The CalSTRS benefit pension plan is funded through a combination of investment earnings and statutorily set contributions from participating employees, employers (including the District) and the State. Prior to fiscal year 2014-15, the statutorily set rates did not vary annually to adjust for funding shortfalls or actuarial surpluses. As a result, the combined employee, employer and State contributions to CalSTRS were not sufficient to pay actuarially determined amounts. To address the shortfall and implement a new funding strategy, Governor Brown signed into law Assembly Bill 1469 on June 24, 2014, as part of the fiscal year 2014-15 State budget (the “2014-15 State Budget”). The 2014-15 State Budget introduced phased increases to employee, employer and State contributions to CalSTRS and sets forth a plan to eliminate, by June 30, 2046, CalSTRS’ unfunded liability for service credited to members of the CalSTRS defined benefit program before July 1, 2014.

The 2014-15 State Budget increased employee contributions, which were previously set at 8.00% of pay, to 10.25% of pay for members hired on or before December 31, 2012 and 9.205% of pay for members hired on or after January 1, 2013 effective July 1, 2016. On July 1, 2018, the rate increased to 10.250% of pay for employees hired on or after January 1, 2013. Employer contribution rates were also increased in fiscal year 2014-15 to 8.88% of payroll, with such rate increasing by 1.85% each year thereafter, plateauing at 19.10% of payroll in July 2020. However, due to supplemental payments of approximately \$850 million pursuant to the fiscal year 2019-20 State budget, employer contribution rates decreased from 18.13% to 17.10% in fiscal year 2019-20 and 19.10% to 18.40% in fiscal year 2020-21. In addition, pursuant to the fiscal year 2020-21 State budget, employer contribution rates were expected to decrease from 18.40% to 16.15% in fiscal year 2020-21 and from 17.10% to 16.02% in fiscal year 2021-

22 (see table below). The State’s total contribution was increased from approximately 3% in fiscal year 2013-14 to 6.828% of payroll in fiscal year 2017-18, and to 10.828% of payroll in fiscal year 2020-21. The State’s contribution includes an annual payment of 2.5% of payroll pursuant to a supplemental inflation protection program. On June 9, 2021, the State Teachers’ Retirement Board approved an employer contribution rate of 16.92% for fiscal year 2021-22.

Pursuant to the 2014-15 State Budget, employer contribution rates, including school districts’ contribution rates, will increase in accordance with the following schedule:

Effective Date (July 1)	School District Contribution Rate
2014	8.88%
2015	10.73
2016	12.58
2017	14.43
2018	16.28
2019	17.10*
2020	16.15†
2021	16.02†

\* Pursuant to the fiscal year 2019-20 State budget.

† Pursuant to the fiscal year 2020-21 State budget.

Source: Assembly Bill 1469.

The table on the following page sets forth the District’s employer contributions [from all applicable funds of the District] to CalSTRS as well as the State’s non-employer contributions to CalSTRS on behalf of the District for fiscal years 2017-18 through 2020-21, and the projected contributions for fiscal year 2021-22.

**VALLECITO UNION SCHOOL DISTRICT**  
**(Calaveras County, California)**  
**Contributions to CalSTRS for Fiscal Years 2017-18 through 2021-22**

Fiscal Year	District Contribution	State On-Behalf Contribution
2017-18	\$359,381	\$221,060
2018-19	466,307	393,499
2019-20	488,454	387,634
2020-21	442,435	368,723
2021-22 <sup>(1)</sup>	[ ]	[ ]

<sup>(1)</sup> Figures are projections based on Fiscal Year 2021-22 Second Interim Report.

Source: Vallecito Union School District.

The District’s total employer contributions to CalSTRS for fiscal years 2017-18 through 2020-21 were equal to 100% of the required contributions for each year. Pursuant to the 2014-15 State Budget, beginning in fiscal year 2021-22, the State Teachers’ Retirement Board is required to increase or decrease employer contribution rates to the rates designed to eliminate the CalSTRS unfunded liability by June 30, 2046. A decrease in investment earnings may result in increased employer contribution rates in order to timely eliminate the CalSTRS unfunded liability. As the world is recovering from a global pandemic, the District cannot predict the impact of COVID-19 on investment earnings and employer contribution rates. See “DISTRICT FINANCIAL MATTERS – Infectious Disease Outbreak.” However, under existing law, the State Teachers’ Retirement Board may not increase the employer contribution rate by more than 1% in any fiscal year up to a maximum contribution rate of 20.25%. The State Teachers’ Retirement Board may

also adjust the State's contribution rate by a maximum of 0.5% from year to year, based on the funding status of the CalSTRS actuarially determined unfunded liability.

As of June 30, 2020, the actuarial valuation (the "2020 CalSTRS Actuarial Valuation") for the entire CalSTRS defined benefit program showed an estimated unfunded actuarial liability of \$105.9 billion, an increase of approximately \$200 million from the June 30, 2019 valuation. However, such increase in the unfunded actuarial liability was actually less than the increase expected in the June 30, 2019 valuation, which projected an unfunded actuarial liability of \$106.8 billion as of June 30, 2020. The actual unfunded actuarial liability as of June 30, 2020 represents a net actuarial gain of approximately \$900 million. Such net actuarial gain is due primarily to member salary increases being less than assumed and market value returns (estimated at 4.1%) being less than assumed (7.0%). The funded ratios of the actuarial value of valuation assets over the actuarial accrued liabilities as of June 30, 2020 and June 30, 2019, based on the actuarial assumptions, were approximately 67.1% and 66.0%, respectively. According to the 2020 CalSTRS Actuarial Valuation, the funded ratio increased by 1.1% during the past year and has decreased by approximately 4% over the past 10 years. As described in the 2020 CalSTRS Actuarial Valuation, the primary causes for the increase in the funded ratio are member salary increases being less than assumed, additional State contributions made in the prior fiscal year, and contributions to pay down the unfunded actuarial liability under the State Teachers' Retirement Board's valuation policy.

Future estimates of the actuarial unfunded liability may change due to market performance, legislative actions and other experience that may differ from the actuarial assumptions used for the CalSTRS valuation. The following are certain of the actuarial assumptions set forth in the 2020 CalSTRS Actuarial Valuation: measurement of accruing costs by the "Entry Age Normal Actuarial Cost Method," an assumed 7.00% investment rate of return for measurements subsequent to June 30, 2016, 3.00% interest on member accounts, 3.50% projected wage growth, and 2.75% projected inflation and demographic assumptions relating to mortality rates, length of service, rates of disability, rates of withdrawal, probability of refund, and merit salary increases. The 2020 CalSTRS Actuarial Valuation also assumes that all members hired on or after January 1, 2013 are subject to the provisions of PEPRA (as defined herein). See "*Governor's Pension Reform*" below for a discussion of the pension reform measure signed by the Governor in August 2012 expected to help reduce future pension obligations of public employers with respect to employees hired on or after January 1, 2013.

CalSTRS produces a comprehensive annual financial report and actuarial valuations which include financial statements and required supplementary information. Copies of the CalSTRS comprehensive annual financial report and actuarial valuations may be obtained from CalSTRS. The information presented in these reports is not incorporated by reference in this Official Statement.

**CalPERS.** All qualifying classified employees of K-12 school districts in the State are members in CalPERS. All school districts contributing to CalPERS participate in the same plan and share the same contribution rate in each year. However, unlike contributions to CalSTRS, which incrementally increase at statutorily set rates, school districts' contributions to CalPERS fluctuate each year and include a normal cost component and a component equal to an amortized amount of the unfunded liability of CalPERS. Accordingly, the District cannot provide any assurances that the District's required contributions to CalPERS in future years will not significantly vary from any current projected levels of contributions to CalPERS.

CalPERS is funded by employee contributions and investment earnings, with the balance of the funding provided by employer contributions. School districts' contributions decrease when investment earnings rise and increase when investment earnings decline. As a result, declines in investment earnings may result in substantial increases in school district contributions. The District cannot make any predictions as to the effect of a global pandemic, including COVID-19, on investment earnings and school district

contributions. See “DISTRICT FINANCIAL MATTERS – Infectious Disease Outbreak” for more information about the impact of COVID-19. Participating employees enrolled in CalPERS prior to January 1, 2013 contribute 7.00% of their respective salaries, while participating employees enrolled after January 1, 2013 contribute the higher of fifty percent of normal costs of benefits or an actuarially determined rate of 7.00% in fiscal year 2019-20. School districts are required to contribute to CalPERS at an actuarially determined rate, which was 18.062% of eligible salary expenditures for fiscal year 2018-19 and originally 20.733% and 22.68% for fiscal years 2019-20 and 2020-21, respectively. However, the employer contribution rate for fiscal year 2019-20 was reduced to 19.721% as a result of the State’s buydown of employer contribution rates in fiscal year 2019-20. Similarly, the fiscal year 2020-21 State budget allocated funding to buy down employer contribution rates in fiscal years 2020-21 and 2021-22 to an estimated 20.70% and 22.84%, respectively.

The CalPERS Schools Pool Actuarial Valuation as of June 30, 2020 (the “2020 CalPERS Schools Pool Actuarial Valuation”) reported an actuarial accrued liability of \$104.06 billion with the market value of assets at \$71.4 billion, and a funded status of 68.6%. The actuarial funding method used in the 2020 CalPERS Schools Pool Actuarial Valuation is the “Entry Age Normal Cost Method.” The 2020 CalPERS Schools Pool Actuarial Valuation assumes, among other things, 2.50% inflation and payroll growth of 2.75% compounded annually. The 2020 CalPERS Schools Pool Actuarial Valuation reflects a discount rate of 7.00% compounded annually (net of administrative expenses) as of June 30, 2020. The CalPERS Board adopted new demographic assumptions on December 19, 2017, including a reduction in the inflation assumption from 2.625% as of June 30, 2018 to 2.50% as of June 30, 2019. The reduction in the inflation assumption results in decreases in both the normal cost and the accrued liabilities in the future.

The table on the following page sets forth the District’s total employer contributions [from all applicable funds of the District] to CalPERS for fiscal years 2017-18 through 2020-21, and the projected contribution for fiscal year 2021-22.

**VALLECITO UNION SCHOOL DISTRICT  
(Calaveras County, California)  
Contributions to CalPERS for Fiscal Years 2017-18 through 2021-22**

Fiscal Year	District Contribution
2017-18	\$217,542
2018-19	260,070
2019-20	323,378
2020-21	339,982
2021-22 <sup>(1)</sup>	407,829

<sup>(1)</sup> Figures are projections based on Fiscal Year 2021-22 Second Interim Report.  
Source: Vallecito Union School District.

The District’s total employer contributions to CalPERS for fiscal years 2017-18 through 2020-21 were equal to 100% of the required contributions for each year.

CalPERS produces a comprehensive annual financial report and actuarial valuations that include financial statements and required supplementary information. Copies of the CalPERS comprehensive annual financial report and actuarial valuations may be obtained from CalPERS Financial Services Division. The information presented in these reports is not incorporated by reference in this Official Statement.

CalSTRS and CalPERS are more fully described in Note 10 to the District's financial statements in APPENDIX B – "FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2021."

**Governor's Pension Reform.** On August 28, 2012, Governor Brown and the State Legislature reached agreement on a law that reforms pensions for State and local government employees. AB 340, which was signed into law on September 12, 2012, established the California Public Employees' Pension Reform Act of 2012 ("PEPRA") which governs pensions for public employers and public pension plans on and after January 1, 2013. For new employees, PEPRA, among other things, caps pensionable salaries at the Social Security contribution and wage base, which is \$142,800 for 2021, or 120% of that amount for employees not covered by Social Security, increases the retirement age by two years or more for all new public employees while adjusting the retirement formulas, requires State employees to pay at least half of their pension costs, and also requires the calculation of benefits on regular, recurring pay to stop income spiking. For all employees, changes required by PEPRA include the prohibition of retroactive pension increases, pension holidays and purchases of service credit. PEPRA applies to all State and local public retirement systems, including county and district retirement systems. PEPRA only exempts the University of California system and charter cities and counties whose pension plans are not governed by State law.

### **Insurance, Risk Pooling and Joint Powers Agreements and Joint Ventures**

The District participates in a joint venture under a joint powers agreement with the Tuolumne Joint Powers Authority (the "JPA") for workers' compensation and property and liability. The relationship between the District and the JPA is such that the JPA is not a component unit of the District for financial reporting purposes. The JPA arranges and provides for its members. The JPA is governed by a board consisting of representatives from each member. Each member district within the JPA pays a premium commensurate with the level of coverage requested and shares of surpluses and deficits proportionate to their participation in the JPA. During the fiscal year ended June 30, 2021, the District made payments of \$169,700 to the JPA.

See Note 12 to the District's audited financial statements in APPENDIX B – "FINANCIAL STATEMENTS OF THE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2021" for more information.

## **CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS**

### **Limitations on Revenues**

On June 6, 1978, voters of the State approved Proposition 13 ("Proposition 13"), which added Article XIII A to the California Constitution ("Article XIII A"). Article XIII A limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness, and (iii) 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% of the voters of the district, but only if certain accountability measures are included in the proposition. Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment." This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

*County of Orange v. Orange County Assessment Appeals Board No. 3.* Section 51 of the California Revenue and Taxation Code permits county assessors who have reduced the assessed valuation of a property as a result of natural disasters, economic downturns or other factors, to subsequently “recapture” such value (up to the pre-decline value of the property) at an annual rate higher than 2%, depending on the assessor’s measure of the restoration of value of the damaged property. The constitutionality of this procedure was challenged in a lawsuit brought in 2001 in the Orange County Superior Court, and in similar lawsuits brought in other counties, on the basis that the decrease in assessed value creates a new “base year value” for purposes of Proposition 13 and that subsequent increases in the assessed value of a property by more than 2% in a single year violate Article XIII A. On appeal, the California Court of Appeal upheld the recapture practice in 2004, and the California Supreme Court declined to review the ruling, leaving the recapture law in place.

*Legislation Implementing Article XIII A.* Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1989.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the 2% annual adjustment are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

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 market value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

#### **Article XIII B of the California Constitution**

An initiative to amend the California Constitution entitled “Limitation of Government Appropriations” was approved on September 6, 1979, thereby adding Article XIII B to the California Constitution (“Article XIII B”). Under Article XIII B state and local governmental entities have an annual “appropriations limit” and are not permitted to spend certain moneys which are called “appropriations subject to limitation” (consisting of tax revenues, state subventions and certain other funds) in an amount higher than the “appropriations limit.” Article XIII B does not affect the appropriation of moneys which are excluded from the definition of “appropriations subject to limitation,” including debt service on indebtedness existing or authorized as of January 1, 1979, or bonded indebtedness subsequently approved by the voters. In general terms, the “appropriations limit” is to be based on certain 1978-79 expenditures, and is to be adjusted annually to reflect changes in consumer prices, populations, and services provided by these entities. Among other provisions of Article XIII B, if these entities’ revenues in any year exceed the amounts permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years. Any proceeds of taxes received by the District in excess of the allowable limit are absorbed into the State’s allowable limit.



## **Article XIIC and Article XIID of the California Constitution**

On November 5, 1996, voters of the State approved Proposition 218, popularly known as the “Right to Vote on Taxes Act.” Proposition 218 added to the California Constitution Articles XIIC and XIID (“Article XIIC” and “Article XIID,” respectively), 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 XIIC 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 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 XIIC further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIC or XIID 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 XIII A 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.

### **Statutory Limitations**

On November 4, 1986, voters of the State approved Proposition 62, an initiative statute limiting the imposition of new or higher taxes by local agencies. The statute (a) requires new or higher general taxes to be approved by two-thirds of the local agency’s governing body and a majority of its voters; (b) requires the inclusion of specific information in all local ordinances or resolutions proposing new or higher general or special taxes; (c) penalizes local agencies that fail to comply with the foregoing; and (d) required local agencies to stop collecting any new or higher general tax adopted after July 31, 1985, unless a majority of the voters approved the tax by November 1, 1988.

Appellate court decisions following the approval of Proposition 62 determined that certain provisions of Proposition 62 were unconstitutional. However, the California Supreme Court upheld Proposition 62 in its decision on September 28, 1995 in *Santa Clara County Transportation Authority v. Guardino*. This decision reaffirmed the constitutionality of Proposition 62. Certain matters regarding Proposition 62 were not addressed in the California Supreme Court’s decision, such as whether the decision applies retroactively, what remedies exist for taxpayers subject to a tax not in compliance with Proposition 62, and whether the decision applies to charter cities.

## **Proposition 98 and Proposition 111**

On November 8, 1988, voters of the State approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "Accountability Act"). The Accountability Act changed 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 districts and community college districts (collectively, "K-14 districts") at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, which percentage is equal to 40.9%, or (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for growth in enrollment and inflation.

Since the Accountability Act is unclear in some details, there can be no assurance that the Legislature or a court might not interpret the Accountability Act to require a different percentage of general fund revenues to be allocated to K-14 districts than the 40.9%, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget. In any event, the Governor and other fiscal observers expect the Accountability Act to place increasing pressure on the State's budget over future years, potentially reducing resources available for other State programs, especially to the extent the Article XIII B spending limit would restrain the State's ability to fund such other programs by raising taxes.

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 districts. Such transfer would be excluded from the appropriations limit for K-14 districts and the K-14 districts 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 districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to schools is 4% of the minimum State spending for education mandated by the Accountability Act, as described above.

On June 5, 1990, voters of the State approved Proposition 111 (Senate Constitutional Amendment 1), which further modified the California Constitution to alter the spending limit and education funding provisions of Proposition 98. Most significantly, Proposition 111 (1) liberalized the annual adjustments to the spending limit by measuring the "change in the cost of living" by the change in State per capita personal income rather than the Consumer Price Index, and specified that a portion of the State's spending limit would be adjusted to reflect changes in school attendance; (2) provided that 50% of the "excess" tax revenues, determined based on a two-year cycle, would be transferred to K-14 districts with the balance returned to taxpayers (rather than the previous 100% but only up to a cap of 4% of the districts' minimum funding level), and that any such transfer to K-14 districts would not be built into the school districts' base expenditures for calculating their entitlement for State aid in the following year and would not increase the State's appropriations limit; (3) excluded from the calculation of appropriations that are subject to the limit appropriations for certain "qualified capital outlay projects" and certain increases in gasoline taxes, sales and use taxes, and receipts from vehicle weight fees; (4) provided that the appropriations limit for each unit of government, including the State, would be recalculated beginning in the 1990-91 fiscal year, based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Senate Constitutional Amendment 1 had been in effect; and (5) adjusted the Proposition 98 formula that guarantees K-14 districts a certain amount of general fund revenues, as described below.

Under prior law, K-14 districts were guaranteed the greater of (a) 40.9% of general fund revenues (the "first test") or (b) the amount appropriated in the prior year adjusted for changes in the cost of living

(measured as in Article XIII B by reference to per capita personal income) and enrollment (the “second test”). Under Proposition 111, school districts would receive the greater of (a) the first test, (b) the second test or (c) a third test, which would replace the second test in any year when growth in per capita general fund revenues from the prior year was less than the annual growth in State per capita personal income. Under the third test, school districts would receive the amount appropriated in the prior year adjusted for change in enrollment and per capita general fund revenues, plus an additional small adjustment factor. If the third test were used in any year, the difference between the third test and the second test would become a “credit” to be paid in future years when general fund revenue growth exceeds personal income growth.

#### **Assembly Bill No. 26 & *California Redevelopment Association v. Matosantos***

On February 1, 2012, pursuant to the California Supreme Court’s decision in *California Redevelopment Association v. Matosantos*, Assembly Bill No. 26 (First Extraordinary Session) (“ABIX 26”) dissolved all redevelopment agencies in existence and designated “successor agencies” and “oversight boards” to satisfy “enforceable obligations” of the former redevelopment agencies and administer dissolution and wind down of the former redevelopment agencies. With limited exceptions, all assets, properties, contracts, leases, records, buildings and equipment, including cash and cash equivalents of a former redevelopment agency were transferred to the control of its successor agency and, unless otherwise required pursuant to the terms of an enforceable obligation, distributed to various related taxing agencies pursuant to ABIX 26.

It is possible that there will be additional legislation proposed and/or enacted to clarify various inconsistencies contained in ABIX 26 and there may be additional legislation proposed and/or enacted in the future affecting the current scheme of dissolution and winding up of redevelopment agencies currently contemplated by ABIX 26. For example, AB 1484 was signed by the Governor on June 27, 2012, to clarify and amend certain aspects of ABIX 26. AB 1484, among other things, attempts to clarify the role and requirements of successor agencies, provides successor agencies with more control over agency bond proceeds and properties previously owned by redevelopment agencies and adds other new and modified requirements and deadlines. AB 1484 also provides for a “tax claw back” provision, wherein the State is authorized to withhold sales and use tax revenue allocations to local successor agencies to offset payment of property taxes owed and not paid by such local successor agencies to other local taxing agencies. This “tax claw back” provision has been challenged in court by certain cities and successor agencies. The District cannot predict the outcome of such litigation and what effect, if any, it will have on the District. Additionally, no assurances can be given as to the effect of any such future proposed and/or enacted legislation on the District.

#### **Proposition 30 and Proposition 55**

On November 6, 2012, voters of the State approved Proposition 30, also referred to as the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment. Proposition 30 temporarily (a) increased the personal income tax on certain of the State’s income taxpayers by one to three percent for a period of seven years beginning with the 2012 tax year and ending with the 2019 tax year, and (b) increased the sales and use tax by one-quarter percent for a period of four years beginning on January 1, 2013 and ending with the 2016 tax year. The revenues generated from such tax increases are included in the calculation of the Proposition 98 minimum funding guarantee (see “– Proposition 98 and Proposition 111” above). The revenues generated from such temporary tax increases are deposited into a State account created pursuant to Proposition 30 (the Education Protection Account), and 89% of the amounts therein are allocated to school districts and 11% of the amounts therein are allocated to community college districts.

The Proposition 30 sales and use tax increases expired at the end of the 2016 tax year. Under Proposition 30, the personal income tax increases were set to expire at the end of the 2018 tax year. However, the California Tax Extension to Fund Education and Healthcare Initiative (“Proposition 55”), approved by voters of the State on November 8, 2016, extends by 12 years the temporary personal income tax increases on incomes over \$250,000 that was first enacted by Proposition 30; Proposition 55 did not extend the sales and use tax increases imposed by Proposition 30. Revenues from the income tax increase under Proposition 55 will be allocated to school districts and community colleges in the State.

## **Applications of Constitutional and Statutory Provisions**

The application of Proposition 98 and other statutory regulations has become increasingly difficult to predict accurately in recent years. For a discussion of how the provisions of Proposition 98 have been applied to school funding see “DISTRICT FINANCIAL MATTERS – State Funding of Education; State Budget Process.”

### **Proposition 2**

*General.* Proposition 2, which included certain constitutional amendments to the State Rainy Day Fund and, upon its approval, triggered the implementation of certain provisions which could limit the amount of reserves that may be maintained by a school district, was approved by voters of the State in the November 2014 election.

*State Rainy Day Fund.* The Proposition 2 constitutional amendments related to the State Rainy Day Fund (i) require deposits into the State Rainy Day Fund whenever capital gains revenues rise to more than 8% of general fund tax revenues; (ii) set the maximum size of the State Rainy Day Fund at 10% of general fund revenues; (iii) for the next 15 years, require half of each year’s deposit to be used for supplemental payments to pay down the budgetary debts or other long-term liabilities and, thereafter, require at least half of each year’s deposit to be saved and the remainder used for supplemental debt payments or savings; (iv) allow the withdrawal of funds only for a disaster or if spending remains at or below the highest level of spending from the past three years; (v) require the State to provide a multi-year budget forecast; and (vi) create a Proposition 98 reserve (the “Public School System Stabilization Account”) to set aside funds in good years to minimize future cuts and smooth school spending. The State may deposit amounts into such account only after it has paid all amounts owing to school districts relating to the Proposition 98 maintenance factor for fiscal years prior to fiscal year 2014-15. The State, in addition, may not transfer funds to the Public School System Stabilization Account unless the State is in a Test 1 year under Proposition 98 or in any year in which a maintenance factor is created.

*SB 858.* Senate Bill 858 (“SB 858”) became effective upon the passage of Proposition 2. SB 858 includes provisions which could limit the amount of reserves that may be maintained by a school district in certain circumstances. Under SB 858, in any fiscal year immediately following a fiscal year in which the State has made a transfer into the Public School System Stabilization Account, any adopted or revised budget by a school district would need to contain a combined unassigned and assigned ending fund balance that (a) for school districts with an A.D.A. of less than 400,000, is not more than two times the amount of the reserve for economic uncertainties mandated by the California Education Code, or (b) for school districts with an A.D.A. that is more than 400,000, is not more than three times the amount of the reserve for economic uncertainties mandated by the California Education Code. In certain cases, the county superintendent of schools may grant a school district a waiver from this limitation on reserves for up to two consecutive years within a three-year period if there are certain extraordinary fiscal circumstances.

*SB 751.* Senate Bill 751 (“SB 751”), enacted on October 11, 2017, alters the reserve requirements imposed by SB 858. Under SB 751, in a fiscal year immediately after a fiscal year in which the amount of

moneys in the Public School System Stabilization Account is equal to or exceeds 3% of the combined total general fund revenues appropriated for school districts and allocated local proceeds of taxes for that fiscal year, a school district budget that is adopted or revised cannot have an assigned or unassigned ending fund balance that exceeds 10% of those funds. SB 751 excludes from the requirements of those provisions basic aid school districts (also known as community funded districts) and small school districts having fewer than 2,501 units of average daily attendance.

Since the District is a community funded district, the District is not impacted by the reserve requirements imposed by SB 858. For more information on the District's reserves, current projections with respect to such reserves, and related policies, see "DISTRICT FINANCIAL MATTERS – State Funding of Education; State Budget Process – *School District Reserves*."

### **Future Initiatives**

Article XIII A, Article XIII B, Article XIII C, Article XIII D, as well as Propositions 2, 30, 55, 62, 98, 111 and 218, 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 revenue.

**APPENDIX B**

**FINANCIAL STATEMENTS OF THE DISTRICT  
FOR THE FISCAL YEAR ENDED JUNE 30, 2021**

**APPENDIX C**

**PROPOSED FORM OF OPINION OF BOND COUNSEL**

*Upon the issuance and delivery of the Series A Bonds, Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District, proposes to render its final approving opinion with respect to the Series A Bonds in substantially the following form:*

**APPENDIX D**  
**FORM OF CONTINUING DISCLOSURE CERTIFICATE**



## APPENDIX E

### CALAVERAS COUNTY TREASURY FUNDS INVESTMENT POLICY AND GUIDELINES AND TREASURER'S INVESTMENT REPORT

*In accordance with Education Code Section 41001, substantially all District operating funds are required to be held by the Treasurer-Tax Collector, County of Calaveras (the "County Treasurer"). It describes (i) the policies applicable to investment of District funds, including bond proceeds and tax levies, and funds of other agencies held by the County Treasurer and (ii) the composition, carrying amount, market value and other information relating to the investment pool. Further information may be obtained directly from the Treasurer-Tax Collector, County of Calaveras, 891 Mountain Ranch Road, San Andreas, California 95249.*

*The District and the Underwriter have not made an independent investigation of the investments in the Pools and have made no assessment of the current Investment Policy. The value of the various investments in the Pools 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, with the consent of the Treasury Oversight Committee and the County Board of Supervisors, may change the Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Pools will not vary significantly from the values described herein.*

## APPENDIX F

### BOOK-ENTRY ONLY SYSTEM

*The information in this appendix has been provided by DTC for use in securities offering documents, and 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 the Beneficial Owners either (a) payments of interest, principal or premium, if any, with respect to the Series A Bonds or (b) certificates representing ownership interest in or other confirmation of ownership interest in the Series A Bonds, or that they will so do on a timely basis or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Official Statement.*

1. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series A Bonds (the “Securities”). The Securities 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 Security certificate will be issued for each maturity of the Securities, in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities 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](http://www.dtcc.com), which is not incorporated herein by reference.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“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 Securities 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 Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities 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 Securities 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 Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities 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.

5. 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. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities 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.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Securities 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 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 the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities 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 the 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, the Paying Agent or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend 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 the 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.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this appendix 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.

Back to George to Jolee 3/4/22



**HANKIN SPECIALTY  
ELEVATORS INC**  
3237 Fitzgerald Road  
Rancho Cordova CA 95742  
Phone (916) 381-2400  
Fax (916) 381-2481

Contractor's License:  
CA # 917257  
NV # 78802  
NV # 78801  
DIR# 1000005470

Attention: Stephanie Nelson  
Project: Avery Middle School Gym  
Avery, CA

Friday, January 14, 2022

**Description of Equipment: One (1) Garaventa Vertical Wheelchair Lift, Genesis Opal Model 42**

Travel: Maximum 42"  
Drive: Chained Hydraulic with battery back up  
Configuration: Surface Mounted - Straight Through  
Capacity: 750 Lb.  
Speed: 17 fpm  
Operation: Constant pressure up & down  
Platform Size: 36" wide x 48" deep  
Gates: Travelling platform gate and upper landing gate  
Controls: Keyed controls at upper and lower landings  
Keyed platform control with emergency stop and alarm  
Lights: Running lights on platform (code required)  
Ramp: Fixed  
Color: Standard: Silver Moon  
Labor: Hankin Specialty - Prevailing Wage  
Warranty: Warranty to be 1 year, parts and labor

Price, installed including taxes & freight \$ 28,879.00  
Remove and dispose of existing lift: \$ 3,500.00  
Total: \$ 32,379.00

NOTE: Site modification needed: Current width is short by 3/4 inch and we need that for code purposes. We can do a custom lift for \$3,000, or you can modify the wall between stairs and lift to our measurement of 52".

**Work by others:**

- 110V power to our junction box, fused lockable disconnect, 2 pole within 6' of lift and in sight of our controller at lower landing. All low voltage conduit runs for lower and upper remote call stations. Single gang boxes for call stations.
- Light above unit by others - must be >80" above lift/landings
- Backing/Bracing to support tower by others.
- Backing for upper gate provided by others.
- All finish work.
- Upper landing pony wall will need to be modified for new gate

**Excludes:**

- Penalties and liquidated damages. All permits and fees.
- Seismic, Structural calculations and engineering fees.
- Union and PLA labor.

Shipping: 8 to 10 weeks after approved drawings.


Terms: 25% deposit for drawings layouts and consulting. 50% once lift goes into production, 25% start of installation

Quote good for 90 days.

25% cancellation fee. 100% once lift goes into production.

Proposed By: Gregg Henry

Accepted By: 

  
40,000.00, 6000.8700, 5500, 336  
194



01, 0723.0.0000.3600.5800



Repair Management  
BY NAVISTAR

**INTERSTATE TRUCK CENTER**  
2110 S SINCLAIR AVE. - STOCKTON, CA 95215  
Phone: (1) 209-9445821 - Fax: (1) 209-9440708  
Estimate Number: 3603456 - RO Number: 57055  
Service Writer: Daryl Clark - Date: 3/1/2022 7:08 PM (C)



Currency: USD

**Unit No:** **Vallecito Union School**

VIN: 4DRBWAARX6A173355 Model: INTEGRATED RE S BUS Engine: INTL DT466 HT 285HP/2400 GOV Make: International Delivered: 7/14/2005 In Service: 16 Years 8 Months Mileage: 0 Eng Hrs: 698318	Recall/AFC: No <hr/> Contact Name: Vallecito school Position: service-primary Phone: (209) 795-8500 E-Mail: stkservice@itctrucks.com PO Number:
--	--

Operation Section A	Labor Cost	Parts Cost	Core Charge	Total Cost
PUSH DISABLED VEHICLE INTO SHOP INSTALL REMOVED DRIVELINE.	\$175.00	\$0.00	\$0.00	\$175.00

Complaint:	Not Available
Cause:	Not Available
Correction:	Not Available

Operation Section B	Labor Cost	Parts Cost	Core Charge	Total Cost
Diag engine blowing out coolant and overheating (1) RADIATOR ASSY, COOLING SYSTEM (1) TAPPET KIT, AND GUIDES I-313 (10) 5050G (1) HOSE	\$350.00	\$4,096.00	\$0.00	\$4,446.00

*Head cracked  
Probable block too*

Remove cylinder head and inspect parts for reuse. Perform in frame, replace head and radiator (1) HEAD, CYLINDER, RENEWED 05-06MY (1) GASKET KIT, CYLINDER HEAD (1) ENGINE, KIT ENGINE OVERHAUL I31 (6) INJECTOR ASSY, FUEL, REMAN 466 HIGH (16) ENGINE OIL (1) OIL FILTER KIT, LONG (2) OIL FILTER, 4.7 DIA, 10.5 LENGTH, M92 X 2.0-7H THREAD SIZE (1) AIR FILTER, ELEMENT (1) TURBOCHARGER KIT, 466/570 HIGH MOUNTING REMAN	\$8,750.00	\$14,930.80	\$1,150.00	\$24,830.80
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*Rebuild \$*

*if cracked*

Complaint:	Diagnose engine blowing out coolant and overheating
Cause:	Pulled unit into shop, & connected unit up for block tester. Verified the fluid on the test turned yellow instantly. Meaning there is combustion gases going into the cooling system. Will need to remove & inspect cylinder head. Task completed.
Correction:	Not Available

Operation Section C	Labor Cost	Parts Cost	Core Charge	Total Cost
Remove and replace engine with reman engine (1) ENGINE, DT466 TRIMMED 05 REMAN (1) ENG. SWAP	\$8,750.00	\$21,039.99	\$3,200.00	\$32,989.99

*engine*

Complaint:	Not Available
Cause:	Not Available
Correction:	Not Available

Operation (Un-Sectioned)	Labor Cost	Parts Cost	Core Charge	Total Cost
Freight / Shipping Fee - HEAD AND HEAD KIT, WORKS KIT, RADIATOR, ETC	\$0.00	\$1,500.00	\$0.00	\$1,500.00

Notes: [3/1/2022 7:08 PM] - Dealer: Customer complaint: Engine overheats, pushes coolant out of the surge tank and is blowing white smoke from the exhaust, check and advise

Summary	
Parts:	\$41,566.79
Core:	\$4,350.00
Labor:	\$18,025.00
Shop:	\$500.00
Tax:	\$4,177.51
Haz. Waste:	\$125.00
<b>TOTAL:</b>	<b>\$68,744.30</b>

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: *[Signature]*  
 DATE: *3/31/22*

*(- new block  
if this cracked)*

Rebuild \$35,754.31 *one YR - 12,000 warranty*

Reman Eng \$43,913.50 *Purchase order*

Recommend: Reman Engine *3 YR - 36,000 warranty*

*OK to Tom + George  
call to Bill (MT)  
+ Robert (BH)  
3/31/22*

*To get parts: BUS*

# BOARD POLICY

## 2<sup>ND</sup> READING

BP / AR 6112

School Day

BP / AR 6143

Courses of Study

BP / AR 6158

Independent Study

**April 20, 2022**



# CSBA Sample Board Policy

Instruction

BP 6112(a)

## SCHOOL DAY

Note: The following optional policy may be revised to reflect district practice. California law specifies the minimum length of the school day for elementary and secondary schools; see the accompanying administrative regulation. **In its Frequently Asked Questions about independent study, the California Department of Education (CDE) has clarified that the same minimum school day requirements apply to traditional independent study as for students attending in-person instruction.**

The Governing Board shall fix the length of the school day **subject to the provisions of in accordance with** law. (Education Code 46100)

*(cf. 6111 - School Calendar)*

**At each school, the** ~~The~~ length of the school day shall **apply equally to students with disabilities unless otherwise** be the same for all students, **except as otherwise permitted by law.** For any student with a disability, the length of the school day shall be as specified in the student's individualized education program or Section 504 plan.

*(cf. 6158 - Independent Study)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

Note: The following optional paragraph is for use by districts that maintain elementary schools and may be modified to reflect district practice. Pursuant to Education Code 33350, ~~the California Department of Education~~ **CDE** encourages districts to provide daily recess periods for elementary students, featuring time for unstructured but supervised play. The Superintendent of Public Instruction's Task Force on Obesity, Type 2 Diabetes, and Cardiovascular Disease recommends that students in grades K-6 be provided with recess or other physical activity breaks at least once per 120 minutes of instruction. The National Association for Sport and Physical Education recommends daily recess breaks of at least 20 minutes each day.

The **daily** schedule for elementary schools shall include at least one **daily** period of recess of at least 20 minutes **in length in order to provide, during which** students ~~with unstructured but~~ **shall be provided** supervised **opportunities to engage in unstructured** physical activity.

*(cf. 5030 - Student Wellness)*

*(cf. 6142.7 - Physical Education and Activity)*

Note: The remainder of this policy applies to districts that maintain secondary schools and may be modified to reflect district practice.

In establishing the daily instructional schedule for each secondary school, the Superintendent or designee shall give consideration to course requirements and curricular demands, availability of school facilities, and applicable legal requirements.

## SCHOOL DAY (continued)

The Board encourages flexibility in scheduling so as to provide longer time blocks or class periods when appropriate and desirable to support student learning, provide more intensive study of core academic subjects or extended exploration of complex topics, and reduce transition time between classes.

Prior to implementing a block **or alternative** schedule ~~program in which that will allow~~ secondary students **to attend class school** for fewer school days **than the total number of school days for which the school is in session**, the Board shall consult ~~with the certificated and classified employees of the school~~ **in good faith, in a good faith** an effort to reach agreement ~~with the certificated and classified employees of the school, and shall also consult with~~ parents/guardians of the students who would be affected by the change, and the community at large. Such consultation shall include at least one public hearing for which the Board ~~has given~~ **shall give** adequate notice to the employees and to the parents/guardians of affected students. (Education Code 46162)

*(cf. 9320 - Meetings and Notices)*

*Legal Reference: (see next page)*

## SCHOOL DAY (continued)

*Legal Reference:*EDUCATION CODE8970-8974 *Early primary program, including extended-day kindergarten*37202 *Equal time in all schools*37670 *Year-round schools*46010 *Total days of attendance*46100 *Length of school day*46110-46119 *Kindergarten and elementary schools, day of attendance***46120 *Kindergarten and elementary schools, expanded learning opportunity program***46140-46147 *Junior high school and high school, day of attendance***46148 *School day for middle and high school***46160-46162 *Alternative schedule - junior high and high school*46170 *Continuation schools, minimum day*46180 *Opportunity schools, minimum day*46190-46192 *Adult education classes, day of attendance*46200-46206 *Minimum instructional time*48200 *Compulsory attendance for minimum school day*48663 *Community day school, minimum school day*48800-48802 *Concurrent enrollment in community college*51222 *Physical education, instructional minutes*51760-51769.5 *Work experience education*52325 *Regional occupational center, minimum day**Management Resources:***CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS****2021-22 AA & IT Independent Study FAQs, 2021****Clarifications for Student Learning in Quarantine, 2021****Conducting Individualized Determinations of Need, 2021**NATIONAL ASSOCIATION FOR SPORT AND PHYSICAL EDUCATION POSITION STATEMENTS*Recess for Elementary School Students, 2006*STATE BOARD OF EDUCATION POLICY STATEMENTS*99-03 Physical Education (PE) Requirements for Block Schedules, July 2006*U.S. DEPARTMENT OF EDUCATION PUBLICATIONS*Extending Learning Time for Disadvantaged Students, August 1995*WEST ED PUBLICATIONS*Full-Day Kindergarten: Expanding Learning Opportunities, Policy Brief, April 2005*WEB SITESCalifornia Department of Education: <http://www.cde.ca.gov>National Association for Sport and Physical Education: <http://www.aahperd.org/naspe>State Board of Education: <http://www.cde.ca.gov/re/lr/wr/waiverpolicies.asp>U.S. Department of Education: <http://www.ed.gov>WestEd: <http://www.wested.org>

(11/02 4/13) 12/21



# CSBA Sample Administrative Regulation

Instruction

AR 6112(a)

## SCHOOL DAY

Note: The following **optional** administrative regulation specifies minimum and maximum school days for each grade level as provided by law. The district may revise this regulation to reflect district practice.

Pursuant to Education Code 46114, the minimum school day in grades K-8 may be computed by determining the average number of minutes over 10 consecutive school days (i.e., the number of minutes of attendance in any 10 consecutive school days, divided by 10). Education Code 46142 authorizes the minimum school day in junior high and high schools to be computed by averaging the number of minutes over two consecutive school days. The district will be in compliance if the average is at least the minimum day required by law, even if the number of minutes in any one school day is less than the minimum required school day specified below. However, Education Code 46114 and 46142 provide that no single school day may be less than 60 minutes for kindergarten, 170 minutes for grades 1-3, or 180 minutes for grades 4-12.

Education Code 46201 and 46207 require districts that have reached their local control funding formula (LCFF) funding target, as well as districts that received longer day or longer year funding prior to the implementation of the LCFF, to offer at least the following instructional minutes per school year: 36,000 minutes for kindergarten, 50,400 for grades 1-3, 54,000 for grades 4-8, and 64,800 for grades 9-12. Pursuant to Education Code 46201 and 46207, if this requirement is not met for any grade level, a portion of the district's LCFF allocation will be withheld.

## Kindergarten/Transitional Kindergarten

Note: The following section is for use by districts that maintain kindergarten and transitional kindergarten (TK) classes. Education Code 37202, ~~as amended by AB 99 (Ch. 15, Statutes of 2017)~~, permits districts to maintain kindergarten or TK classes for different lengths of time during the school day, either at the same or different school sites. Districts offering kindergarten or TK classes for different lengths of time are still required to meet the minimum and maximum length of school day described below.

Kindergarten and transitional kindergarten (TK) classes in district schools may be maintained for different lengths of time, either at the same or different school sites. (Education Code 37202)

Note: Education Code 46117 establishes a minimum school day of three hours (180 minutes) for kindergarten students. However, pursuant to Education Code 46119, if a district has fewer than 40 kindergarten students, the Governing Board may apply to the Superintendent of Public Instruction to maintain two kindergarten classes of 150 minutes each, including recesses, taught on the same day by the same teacher.

~~Except as otherwise permitted by law, the~~ The average school day ~~established~~ for kindergarten and TK students shall be at least three hours, including recesses but excluding noon intermissions, ~~but not longer than four hours, excluding recesses.~~ If fewer than 40 students are enrolled in kindergarten classes, the district may request approval of the

## SCHOOL DAY (continued)

Superintendent of Public Instruction to maintain two kindergarten classes of 150 minutes each. (Education Code 46111, 46114, 46115, 46117, 46119)

Note: Education Code 46111 limits the maximum length of the school day for kindergarten to four hours, not counting recesses, except where the school is operating an early primary program pursuant to Education Code 8970-8974 or an expanded learning opportunity program established pursuant to Education Code 46120, as added by AB 130 (Ch. 44, Statutes of 2021).

In any school day, kindergarten and/or TK students shall not be kept in school for longer than four hours, excluding recesses, except where the school is operating an early primary program pursuant to Education Code 8970-8974 or an expanded learning opportunity program pursuant to Education Code 46120. (Education Code 46111, 46115, 46120)

Note: The following optional paragraph is for use by districts that have established an early primary program pursuant to Education Code 8970-8974 in order to provide an integrated, experiential, and developmentally appropriate educational program with specified components for students in prekindergarten through grade 3. Education Code 8973 provides that the kindergarten school day in such programs may exceed four hours under the conditions described below, although districts do not receive additional apportionment funds for the excess time.

In any district school operating an early primary program pursuant to Education Code 8970-8974, the kindergarten school day may exceed four hours, excluding recess, if both of the following conditions are met: (Education Code 8973)

1. The Governing Board has declared that the extended-day kindergarten program does not exceed the length of the primary school day.
2. The extended-day kindergarten program includes ample opportunity for both active and quiet activities within an integrated, experiential, and developmentally appropriate educational program.

Note: The following paragraph is optional. Although Education Code 46111 provides that recess shall be excluded from determining the maximum school day, it is the interpretation of the California Department of Education (CDE) that recess time may be counted as instructional minutes, at the district's discretion, if teacher supervision occurs.

Under an extended day kindergarten program, Recess may be counted as instructional minutes for purposes of determining the maximum school day if it occurs under teacher supervision.

Note: The following optional paragraph is for use by districts that maintain multitrack year-round schools pursuant to Education Code 37670.



SCHOOL DAY (continued)

In any multitrack year-round school operating pursuant to Education Code 37670, the kindergarten school day may be up to 265 minutes, excluding recesses. (Education Code 46111)

(cf. 6117 - Year-Round Schedules)

Note: The following optional paragraph is for use by districts that have established an early primary program pursuant to Education Code 8970-8974 in order to provide an integrated, experiential, and developmentally appropriate educational program with specified components for students in prekindergarten through grade 3. Education Code 8973 provides that the kindergarten school day in such programs may exceed four hours under the conditions described below, although districts do not receive additional apportionment funds.

In any district school operating an early primary program pursuant to Education Code 8970-8974, the kindergarten school day may exceed four hours, excluding recess, if both of the following conditions are met: (Education Code 8973)

1. The Governing Board has declared that the extended day kindergarten program does not exceed the length of the primary school day.
2. The extended day kindergarten program includes ample opportunity for both active and quiet activities within an integrated, experiential, and developmentally appropriate educational program.

Note: Pursuant to Education Code 48003, districts are required to provide an annual report to CDE regarding the type of kindergarten program offered by the district, including part day, full day, or both, by completing the School Information Form 2017 located on CDE's web site. The form also includes the type(s) of TK program offered.

The Superintendent or designee shall annually report to the California Department of Education as to whether the district's kindergarten and TK programs are offered full day, part day, or both. (Education Code 48003)

Grades 1-8

Note: The following section is for use by districts that maintain any of grades 1-8 and should be modified to reflect the grade levels offered by the district.

Except as otherwise provided by law, the school day for elementary and middle school students shall be:

1. At least 230 minutes for students in grades 1-3, unless the Board has prescribed a shorter school day because of lack of school facilities requiring double sessions, in which case the minimum school day shall be 200 minutes (Education Code 46112)

SCHOOL DAY (continued)

2. At least 240 minutes for students in grades 4-8 (Education Code 46113, 46142)

In determining the number of minutes for purposes of compliance with the minimum school day for students in grades 1-8, both noon intermissions and recesses shall be excluded. (Education Code 46115)

**Note: The following optional paragraph is for any district maintaining a middle school, except a rural school district. Pursuant to Education Code 46148, the school day for a middle school is required to begin no earlier than 8:00 am.**

**The school day for a middle school shall begin no earlier than 8:00 a.m. (Education Code 46148)**

Grades 9-12

**Note: The following section is for use by districts that maintain any of grades 9-12 and may be modified to reflect the grade levels offered by the district.**

**The school day for a high school shall begin no earlier than 8:30 a.m. (Education Code 46148)**

**Note: In its "Frequently Asked Questions" about independent study, CDE has clarified that the same minimum school day requirements apply to traditional independent study as for students attending in-person instruction.**

The school day for students in grades 9-12, including students in the traditional independent study program, shall be at least 240 minutes. (Education Code 46141, 46142)

*(cf. 6158 - Independent Study)*

**Note: The following list should be revised to reflect programs offered by the district.**

However, the school day may be less than 240 minutes when authorized by law. Programs that have a minimum school day of 180 minutes include, but are not necessarily limited to:

1. Continuation high school or classes (Education Code 46141, 46170)

*(cf. 6184 - Continuation Education)*

2. Opportunity school or classes (Education Code 46141, 46180)

3. Regional occupational center (Education Code 46141, 52325)

*(cf. 6178.2 - Regional Occupational Center/Program)*



## SCHOOL DAY (continued)

4. Work experience education program approved pursuant to Education Code 51760-51769.5 (Education Code 46141, 46144)

A student in grade 12 who is enrolled in work experience education and is in his/her the last semester or quarter before graduation may, upon written request by the student's parent/guardian or the student, if 18 years of age or over, be permitted to attend school for less than 180 minutes per school day if he/she would complete all requirements for graduation would be completed, except physical education courses, in less than 180 minutes each day. (Education Code 46147)

*(cf. 6178.1 - Work-Based Learning)*

5. Concurrent enrollment in a community college pursuant to Education Code 48800-48802 or, for students in grades 11-12, part-time enrollment in classes of the California State University or University of California, provided academic credit will be awarded upon satisfactory completion of enrolled courses (Education Code 46146)

*(cf. 6172.1 - Concurrent Enrollment in College Classes)*

6. An early college high school or middle college high school, provided the students are enrolled in community college or college classes in accordance with item #5 above (Education Code 46141, 46146.5)
7. Special day or Saturday vocational training program conducted under a federally approved plan for career technical education (Education Code 46141, 46144)

*(cf. 6178 - Career Technical Education)*

8. Adult education classes (Education Code 46190)

*(cf. 6200 - Adult Education)*

Note: The following optional paragraph is for use by districts that operate an evening high school pursuant to Education Code 51720-51724.

For an evening high school operated pursuant to Education Code 51720-51724, the number of days, specific days of the week, and number of hours during which the program shall be in session may be determined by the Board. (Education Code 46141, 51721)

Students in grade 12 shall be enrolled in at least five courses each semester or the equivalent number of courses each quarter. This requirement shall not apply to students enrolled in regional occupational centers or programs, courses at accredited postsecondary institutions,



**SCHOOL DAY** (continued)

independent study, special education programs in which the student's individualized education program establishes a different number of courses, continuation education classes, work experience education programs, or any other course of study authorized by the Board that is equivalent to the approved high school course of study. (Education Code 46145)

*(cf. 6158 - Independent Study)*

*(cf. 6159 - Individualized Education Program)*

**Alternative Block Schedule for Secondary Schools**

Note: The following **optional** section is for use by districts that choose to create a block schedule pursuant to Education Code 46160-46162; see the accompanying Board policy. In establishing a block schedule, the district should be aware of state law (Education Code 51222) that requires secondary students to attend physical education courses for at least 400 minutes each 10 school days; see AR 6142.7 - Physical Education and Activity. Although the daily alternating block schedule, often referred to as the A/B block schedule, does fulfill the requirement for physical education minutes, other block schedules do not and thus require a waiver from the State Board of Education (SBE). See SBE Waiver Policy #99-03 for waiver criteria.

In order to establish a block or other alternative schedule or to accommodate career technical education and regional occupational center/program courses, the district may authorize students to attend fewer than the total number of days in which school is in session provided that students attend classes for at least 1,200 minutes during any five school day period or 2,400 minutes during any 10 school day period. (Education Code 46160)

Note: The following **optional** paragraph is for use by districts that maintain an early college high school or middle college high school. Pursuant to Education Code 46160, **as amended by AB 99 (Ch. 15, Statutes of 2017)**, such districts may schedule classes in these schools so that students who satisfy the provisions of Education Code 46146.5 in regard to part-time enrollment at community college, the California State University, or the University of California attend classes for at least 900 minutes during any five-school day period or 1,800 minutes during any 10-school day period.

An early college high school or middle college high school may be scheduled so that students attend classes for at least 900 minutes during any five-school day period or 1,800 minutes during any 10-school day period. (Education Code 46160)

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# CSBA Sample Board Policy

Instruction

BP 6143(a)

## COURSES OF STUDY

The Governing Board recognizes that a well-aligned sequence of courses fosters academic growth and provides for the best possible use of instructional time. The district's course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful academically, professionally, and personally.

*(cf. 6011 - Academic Standards)*

*(cf. 6141 - Curriculum Development and Evaluation)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

Note: The following **optional** paragraph should be revised to reflect the grade levels offered by the district. For example, unified school districts need to be concerned about articulation of courses within the district and with postsecondary institutions, whereas elementary districts and high school districts will need to address articulation with each other.

The Superintendent or designee shall establish processes for ensuring the articulation of courses across grade levels within the district. As necessary, the Superintendent or designee shall work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, only utilizes prerequisites that are essential to success in a given program or course, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

The district shall not provide any course separately **or require or refuse participation by any student** on the basis of **the student's actual or perceived** sex, sexual orientation, gender, **gender expression, gender identity**, ethnic group identification, **immigration status**, race, ancestry, national origin, religion, color, **or mental or physical disability, or any other characteristic listed in Education Code 200 and 220, Government Code 11135, or Penal Code 422.55, or the student's association with a person or group with one or more of such actual or perceived characteristics or require or refuse participation by any of its students on any such basis.** (Education Code 200, 220; Government Code 11135; Penal Code 422.55; 5 CCR 4940)

*(cf. 0415 - Equity)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

## Elementary Grades

Note: The following section is for use by districts offering elementary grades and may be revised to reflect district practice. Education Code 51225.4 **mandates** elementary school districts to certify to the



## COURSES OF STUDY (continued)

Superintendent of Public Instruction that they have adopted a policy to implement a course of instruction that sufficiently prepares students for the secondary courses required for graduation pursuant to Education Code 51225.3.

The Board shall adopt a course of study for elementary grades that sufficiently prepares students for the secondary course of study.

*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*

## Secondary Grades

Note: Education Code 51228 requires districts to offer students in grades 7-12 a course of study that fulfills the requirements and prerequisites for admission to California **public** colleges. Education Code 51228 also requires districts to offer such students the opportunity to attain entry-level employment skills. Pursuant to Education Code 51228, districts that adopt a course of study that meets or exceeds the state model curriculum standards in career technical education will be deemed to have satisfied the requirement.

Education Code 66204 prohibits a public school from establishing any policy or practice that directs any student away from choosing programs that prepare a student academically for college, especially for cultural or linguistic reasons.

The following paragraph is for use by districts maintaining any of grades 7-12 and should be revised to reflect the grade levels offered by the district.

The district shall offer all otherwise qualified students in grades 7-12 a course of study that prepares them, upon graduation from high school, to meet the requirements and prerequisites for admission to California public colleges and universities and to attain entry-level employment skills in business or industry. **The district's course of study may provide for a rigorous academic curriculum that integrates academic and career skills, includes applied learning across all disciplines, and prepares all students for high school graduation and career entry.** (Education Code 51228)

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 6141.5 - Advanced Placement)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6178 - Career Technical Education)*

Note: The remainder of this policy is for use by districts maintaining any of grades 9-12.

In addition, the course of study for students in grades 9-12 shall include instruction in skills and knowledge for adult life, career technical training, and a timely opportunity for all otherwise qualified students to enroll, within four years, in each course necessary to fulfill the requirements and prerequisites for admission to California public colleges and universities prior to graduation. (Education Code 51224, 51228)

## COURSES OF STUDY (continued)

Note: Among the criteria for admission to the University of California (UC) or California State University system is a requirement that high school students satisfactorily complete 15 **yearlong/30 semesters units** of specified courses ("a-g" courses). These include a growing number of career technical education courses that connect knowledge of academic content with practical or work-related applications.

In order to qualify as an "a-g" course, the course must first be submitted to and approved by UC. Education Code 51229 requires that districts annually provide the list of certified courses to students in grades 9-12 and their parents/guardians; see the accompanying administrative regulation and E 5145.6 - Parental Notifications.

The Superintendent or designee shall develop a process by which courses that meet California college admission criteria (referred to as "a-g" course requirements) are submitted to the University of California for review and certification. The Superintendent or designee shall maintain an accurate list of all current high school courses that have been so certified, shall ensure that the list is provided annually to all students in grades 9-12 and their parents/guardians, and shall make updated lists readily available. (Education Code 51229, 66204)

*Legal Reference:*EDUCATION CODE**200 Educational equity****220 Prohibition of discrimination****234.1 Categorical program monitoring and prohibition of discrimination, harassment, intimidation, and bullying****234.7 Student protections relating to immigration and citizenship status**

33319.3 Driver education; CDE materials on road rage

33540 Government and civics instruction in interaction with government agencies

48980 Parental notifications

**49060-49079 Student records**

51202 Instruction in personal and public health and safety

51203 Instruction on alcohol, narcotics and restricted dangerous drugs

51204 Course of study designed for student's needs

51204.5 Social science instruction; history of California; contributions of various groups

51210-51212 Course of study for grades 1-6

51220-**51230** ~~51229~~ Course of study for grades 7-12

51241 Exemption from physical education

51911-51921 Comprehensive health education

**51930-51939 California Healthy Youth Act Comprehensive sexual health and HIV/AIDS prevention instruction**

51940 Curriculum for brain and spinal cord injury prevention

60040-60052 Requirements for instructional materials

66204 Certification of high school courses as meeting university admission criteria

*Legal Reference continued: (see next page)*

## COURSES OF STUDY (continued)

*Legal Reference: (continued)***GOVERNMENT CODE****7282-7282.5 Standards for responding to U.S. Immigration and Customs enforcement holds****7283-7283.2 Standards for participation in U.S. Immigration and Customs enforcement programs****7284-7284.12 Cooperation with immigration authorities****11135 Discrimination****HEALTH AND SAFETY CODE****11032 Definitions of dangerous drugs****PENAL CODE****422.55 Hate crime****CODE OF REGULATIONS, TITLE 5****430-438 Student Records****4940 Nondiscrimination; course access****10020-10043 Automobile driver education and training****10060 Physical education program****UNITED STATES CODE, TITLE 20****6111-6251 School to Work Opportunities Act of 1994****1232g Family Educational Rights and Privacy Act****CODE OF FEDERAL REGULATIONS, TITLE 34****99.1-99.67 Family Educational Rights and Privacy Act***Management Resources:***WEB SITES**CSBA: <http://www.csba.org>American **Heart Health** Association: <https://www.heart.org>American Red Cross, Hands-Only CPR: <https://www.redcross.org/take-a-class>California Career Resource Network: <http://www.californiacareers.info>California Colleges.edu: <http://www.californiacolleges.edu>California Department of Education: <https://www.cde.ca.gov>California State University, Admission Requirements: [http://www.csumentor.edu/planning/high\\_school](http://www.csumentor.edu/planning/high_school)**California Student Aid Commission: <https://www.csac.ca.gov>****Federal Student Aid: <https://studentaid.gov>**

University of California, a-g Course Submissions:

<https://hs-articulation.ucop.edu/guide/update-your-a-g-list/submitting-courses>University of California, List of Approved a-g Courses: <https://hs-articulation.ucop.edu/agcourselist>**U.S. Department of Education: <https://www.ed.gov>**

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# CSBA Sample Administrative Regulation

Instruction

AR 6143(a)

## COURSES OF STUDY

Note: Education Code requirements for courses of study are generally classified into requirements for grades 1-6 and 7-12. Therefore, K-8 districts and high school districts need to collaborate with appropriate area districts to ensure that all required courses are offered sometime during grades 7-12.

The district should select the sections below ("Grades 1-6" and/or "Grades 7-12") that correspond with the grade levels **offered it offers**.

### Grades 1-6

Note: Items #1-7 below are areas of study required by law for grades 1-6. The Governing Board may add other studies to this list.

Courses of study for grades 1-6 shall include the following:

*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*

1. English: knowledge and appreciation of language and literature, and the skills of speaking, reading, listening, spelling, handwriting, and composition (Education Code 51210)

*(cf. 6142.91 - Reading/Language Arts Instruction)*

2. Mathematics: concepts, operational skills, and problem solving (Education Code 51210)

*(cf. 6142.92 - Mathematics Instruction)*

3. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, including instruction in: (Education Code 51210)

- a. The history, resources, development, and government of California and the United States

Instruction shall include the early history of California and a study of the role and contributions of men and women, Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups to the economic,

**COURSES OF STUDY (continued)**

political, and social development of California and the United States, with particular emphasis on portraying the role of these groups in contemporary society. (Education Code 51204.5, 60040)

*(cf. 6141.2 - Recognition of Religious Beliefs and Customs)*

*(cf. 6142.3 - Civic Education)*

*(cf. 6142.94 - History-Social Science Instruction)*

- b. The development of the American economic system, including the role of the entrepreneur and labor
- c. The relations of persons to their human and natural environments
- d. Eastern and western cultures and civilizations
- e. Contemporary issues
- f. The wise use of natural resources

*(cf. 6142.5 - Environmental Education)*

- 4. Science: biological and physical aspects, with emphasis on experimental inquiry and the place of humans in ecological systems (Education Code 51210)

*(cf. 6142.93 - Science Instruction)*

- 5. Visual and performing arts: instruction in dance, music, theatre, and visual arts aimed at developing aesthetic appreciation and creative expression (Education Code 51210)

*(cf. 6142.6 - Visual and Performing Arts Education)*

Note: Education Code 51202 requires that certain health-related topics be addressed at "the appropriate elementary and secondary grade levels" during grades K-12. Districts may revise #6a-e below to indicate topics that will be addressed in grades K-6.

Education Code 51203 requires the Board to adopt regulations specifying the grade(s) and course(s) in which drug and alcohol education will be given. For language fulfilling this mandate, see AR 5131.6 - Alcohol and Other Drugs.

- 6. Health: principles and practices of individual, family, and community health, including instruction at the appropriate grade levels and subject areas in: (Education Code 51202, 51210)

## COURSES OF STUDY (continued)

- a. Personal and public safety and accident prevention, including instruction in emergency first aid, hemorrhage control, treatment for poisoning, resuscitation techniques, and cardiopulmonary resuscitation **(CPR)** when appropriate equipment is available

*(cf. 6142.8 - Comprehensive Health Education)*

- b. Fire prevention
- c. The protection and conservation of resources, including the necessity for the protection of the environment
- d. Venereal disease

*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)*

- e. The effects of alcohol, narcotics, drugs, and tobacco upon the human body

*(cf. 5131.6 - Alcohol and Other Drugs)*

Note: The following item is <b>optional</b> pursuant to Education Code 51202.
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- f. Violence as a public health issue
7. Physical education<sup>5</sup> with emphasis on physical activities conducive to health and vigor of body and mind (Education Code 51210)

*(cf. 6142.7 - Physical Education and Activity)*

Note: Item #8 below is <b>optional</b> . Education Code 51210.5 authorizes age-appropriate instruction on violence awareness and prevention within any area of study listed in items #1-7 above. Pursuant to Education Code 51210.5, such instruction may include personal testimony in the form of oral or video histories that illustrate the economic and cultural effects of violence within a city, the state, and the country. See BP 6142.94 - History-Social Science Instruction.
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- 8. Violence awareness and prevention

Note: <b>Optional</b> item #9 below is not required by state law but is a highly recommended component of school-to-career instruction.
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- 9. Career awareness exploration

*(cf. 6178 - Career Technical Education)*



**COURSES OF STUDY (continued)****Grades 7-12**

Note: Items #1-11 below are areas of study required by law for grades 7-12. The Board may add other studies to this list.

Courses of study for grades 7-12 shall include the following:

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*

1. English: knowledge and appreciation of literature, language, and composition, and the skills of reading, listening, and speaking (Education Code 51220)

*(cf. 6142.91 - Reading/Language Arts Instruction)*

2. Social sciences: age-appropriate instruction drawing upon the disciplines of anthropology, economics, geography, history, political science, psychology, and sociology, with instruction in: (Education Code 51220)

- a. The history, resources, development, and government of California and the United States, including instruction in:

- (1) The early history of California and a study of the role and contributions of both men and women, Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups to the economic, political, and social development of California and the United States, with particular emphasis on portraying the role of these groups in contemporary society (Education Code 51204.5)

Note: Education Code 51221.3 and 51221.4 encourage, but do not require, instruction on the topics described in optional subitems #(2)-(4) below. These items may be modified or deleted to reflect district practice.

For districts that choose to offer such instruction, Education Code 51221.3 and 51221.4 encourage that a component be drawn from personal testimony, especially in the form of oral or video history. If oral histories are used, they must conform to the requirements of Education Code 51221.3 and 51221.4. See BP 6142.94 - History-Social Science Instruction.

- (2) World War II, including the role of Americans and Filipino Americans who served in the United States Army during that time

## COURSES OF STUDY (continued)

- (3) The Vietnam War, including the "Secret War" in Laos and role of Southeast Asians in that war
- (4) The Bracero program, in which there was a 1942 agreement between the United States and Mexico authorizing the temporary migration of laborers to the United States
- b. The American legal system, the operation of the juvenile and adult criminal justice systems, and the rights and duties of citizens under the criminal and civil law and the state and federal constitutions

Note: The following **optional** paragraph is for use by districts that offer a teen court or peer court program.

This course may include participation in a teen court or peer court program. (Education Code 51220.2)

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

- c. The development of the American economic system, including the role of the entrepreneur and labor
- d. The relations of persons to their human and natural environments, including the wise use of natural resources (Education Code 51221)

*(cf. 6142.5 - Environmental Education)*

- e. Eastern and western cultures and civilizations

Note: Pursuant to Education Code 51220, instruction related to human rights issues, as provided in item #2f below, may include the study of the Armenian genocide. Education Code 51226.3 encourages the incorporation of oral testimony into instruction in human rights, **the Holocaust, and genocide**, including the Armenian, Cambodian, Darfur, and Rwandan genocides.

- f. Human rights issues, with particular attention to the study of the inhumanity of genocide (which may include, but is not limited to, the Armenian, Cambodian, Darfur, and Rwandan genocides), slavery, and the Holocaust
- g. Contemporary issues

*(cf. 6141.2 - Recognition of Religious Beliefs and Customs)*

*(cf. 6142.3 - Civic Education)*

*(cf. 6142.94 - History-Social Science Instruction)*

COURSES OF STUDY (continued)

3. World language(s): understanding, speaking, reading, and writing, beginning not later than grade 7 (Education Code 51220)

*(cf. 6142.2 - World Language Instruction)*

4. Physical education: with emphasis on physical activities conducive to health and vigor of body and mind, as required by Education Code 51222 (Education Code 51220)

*(cf. 6142.7 - Physical Education and Activity)*

5. Science: physical and biological aspects; emphasis on basic concepts, theories, and processes of scientific investigation and on the place of humans in ecological systems; appropriate applications of the interrelation and interdependence of the sciences (Education Code 51220)

*(cf. 6142.93 - Science Instruction)*

6. Mathematics: mathematical understandings, operational skills, and problem-solving procedures; algebra (Education Code 51220, 51224.5)

*(cf. 6142.92 - Mathematics Instruction)*

7. Visual and performing arts: dance, music, theatre, and visual arts, with emphasis upon development of aesthetic appreciation and creative expression (Education Code 51220)

*(cf. 6142.6 - Visual and Performing Arts Education)*

Note: The reference to "homemaking" within Education Code 51220, as amended by AB 1595 (Ch. 543, Statutes of 2019), has been changed to "family and consumer sciences."

8. Applied arts: consumer education, family and consumer sciences education, industrial arts, general business education, or general agriculture (Education Code 51220)
9. Career technical/vocational-technical education: in the occupations and in the numbers appropriate to the personnel needs of the state and community served and relevant to the career desires and needs of students (Education Code 51220)

*(cf. 6178 - Career Technical Education)*

## COURSES OF STUDY (continued)

Note: Education Code 51934 requires that students be provided comprehensive sexual health and HIV prevention instruction at least once in middle school or junior high school and at least once in high school. See BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction for required components of such instruction.

10. Comprehensive sexual health and HIV prevention (Education Code 51225.36, 51934)

*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)*

Note: Education Code 51202 requires that certain health-related topics be addressed at "the appropriate elementary and secondary grade levels" during grades K-12. Districts may revise item #11 below to indicate topics that will be addressed in grades 7-12.

Education Code 51203 requires the Board to adopt regulations specifying the grade(s) and course(s) in which drug and alcohol education will be given. For language fulfilling this mandate, see AR 5131.6 - Alcohol and Other Drugs.

11. Personal and public safety, accident prevention and health, including instruction in: (Education Code 51202, 51203)

- a. Emergency first aid, hemorrhage control, treatment for poisoning, resuscitation techniques, and ~~cardiopulmonary resuscitation (CPR)~~ when appropriate equipment is available

Note: The following paragraph is for use by districts that require a course in health education for high school graduation; see BP 6146.1 - High School Graduation Requirements. Pursuant to Education Code 51225.6, such districts are required to include instruction in performing compression-only cardiopulmonary resuscitation (CPR), as described below. Such instruction must be based on national evidence-based emergency cardiovascular care guidelines for the performance of compression-only CPR, such as those developed by the American Heart Association or the American Red Cross, and must include hands-on practice in compression-only CPR. On its web site, **the California Department of Education CDE** provides guidance on how to implement this requirement.

Education Code 51225.6 also encourages districts to provide students with general information on the use and importance of an automated external defibrillator.

Instruction shall be provided in compression-only CPR based on national guidelines and shall include hands-on practice. (Education Code 51225.6)

- b. Fire prevention
- c. The protection and conservation of resources, including the necessity for the protection of the environment
- d. Venereal disease



## COURSES OF STUDY (continued)

- e. The effects of alcohol, narcotics, drugs, and tobacco upon the human body

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 6142.8 - Comprehensive Health Education)

Note: The following two items are **optional** pursuant to Education Code 51202.

- f. Prenatal care **for pregnant individuals**
- g. Violence as a public health issue

Note: Item #12 is **optional**. Education Code 51220.3 authorizes age-appropriate instruction on violence awareness and prevention within any area of study listed above for grades 7-12.

## 12. Violence awareness and prevention

Note: **Item #13 is optional. Pursuant to Education Code 51226.7, as amended by AB 114 (Ch. 413, Statutes of 2019), requires the State Board of Education has adopted to adopt a model curriculum in ethnic studies by March 31, 2021 and encourages upon which districts may to offer a course in ethnic studies based on that model curriculum as an elective course in social sciences or English language arts in at least one year grade level during grades 9-12. At their discretion, districts may choose to offer a course in ethnic studies prior to the availability of the model curriculum.**

**Subject to funding in the annual Budget Act or other statute, Education Code 51225.3, as amended by AB 101 (Ch. 661, Statutes of 2021), requires a one-semester course in ethnic studies for high school graduation beginning with students who graduate in the 2029-30 school year.**

**Item #13 is currently optional, but, if funding is appropriated, districts will be required to offer a one-semester ethnic studies course, as specified, beginning in the 2025-26 school year.**

## 13. Ethnic studies

**Commencing in the 2025-26 school year, the district shall offer a one-semester course in ethnic studies as specified in Education Code 51225.3.**

Note: Education Code 51220.5 requires the equivalent content of a one-semester course in parenting skills and education in grade 7 and/or 8, subject to funding which was not subsequently appropriated; thus the following paragraph is currently **optional**.

In addition, the course of study for grade 7 and/or 8 may include parenting skills and education, including, but not limited to, child growth and development, parental responsibilities, household budgeting, child abuse and neglect issues, personal hygiene, maintenance of healthy relationships, teen parenting issues, and self-esteem. (Education Code 51220.5)

(cf. 5146 - Married/Pregnant/Parenting Students)

## COURSES OF STUDY (continued)

Note: The following paragraph is for use by districts that maintain high schools.
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High schools shall offer automobile driver education that includes instruction in: (Education Code 51220, 51220.1, 51220.4)

1. Vehicle Code provisions and other relevant state laws
2. Proper acceptance of personal responsibility in traffic
3. Appreciation of the causes, seriousness, and consequences of traffic accidents
4. Knowledge and attitudes necessary for the safe operation of motor vehicles
5. The safe operation of motorcycles
6. The dangers involved in consuming alcohol or drugs in connection with the operation of a motor vehicle
7. The rights and duties of a motorist as they pertain to pedestrians and the rights and duties of pedestrians as they pertain to traffic laws and traffic safety

## Certification of College Preparatory Courses

<p>Note: The following <b>optional</b> section is for use by districts that maintain grades 9-12 and may be revised to reflect district practice. Among the criteria for admission to the University of California (UC) or California State University system is a requirement that students satisfactorily complete 15 <b>yearlong/30 semesters units</b> of specified courses ("a-g" courses). In order to qualify as an "a-g" course, the course must first be submitted to and approved by UC. The district or school should develop course descriptions using the templates provided by UC and submit them through UC's online system.</p> <p>Education Code 51225.37 encourages districts that offer world language courses specifically designed for native speakers to submit those courses to UC for certification and addition to the school's "a-g" course list.</p> <p>The following paragraph may be revised to reflect the position in the district or school(s) that is responsible for submitting and updating "a-g" courses.</p>
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The Superintendent or designee shall identify district courses that may qualify for designation as "a-g" college preparatory courses, including courses in history-social science, English, mathematics, laboratory science, languages other than English, visual and performing arts, career technical education, and college preparatory electives. The Superintendent or designee shall submit any necessary information regarding each identified course to the University of California (UC) for "a-g" designation.

## COURSES OF STUDY (continued)

## Notification and Information to Students in Grades 9-12

Note: The following section is for use by districts that maintain grades 9-12.

At the beginning of each school year, the Superintendent or designee shall provide written notice to parents/guardians of students in grades 9-12 that, to the extent possible, shall not exceed one page in length and that includes all of the following: (Education Code 51229)

1. A brief explanation of the course requirements for admission to UC and the California State University (CSU)

Note: The UC maintains a searchable web site that lists certified "a-g" courses for all regular California public high schools; ~~see the management resources in the accompanying Board policy.~~

2. A list of the current UC and CSU web sites that help students and their families learn about college admission requirements and that list high school courses that have been certified by UC as satisfying the requirements for admission to UC and CSU
3. A brief description of what career technical education is, as defined by the California Department of Education (CDE)
4. The Internet address for the portion of the CDE web site where students can learn more about career technical education
5. Information about how students may meet with school counselors to help them choose courses that will meet college admission requirements and/or enroll in career technical education courses

Note: Education Code 51225.8 requires districts, ~~beginning with the 2020-21 school year,~~ to provide specified information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the **California** Dream Act **Application application (CADAA)**, as appropriate, at least once before grade 12. At the district's discretion, the information provided may be disseminated through in-class instruction, an existing program, family information sessions, group or individual sessions with school counselors, or other appropriate means.

The Superintendent or designee shall provide information to students and parents/guardians regarding the completion and submission of the Free Application for Federal Student Aid (FAFSA) and/or the **California** Dream Act **Application application (CADAA)** at least once before grade 12. (Education Code 51225.8)

*(cf. 5145.6 - Parental Notifications)*

*(cf. 6164.2 - Guidance/Counseling Services)*



## COURSES OF STUDY (continued)

**Financial Aid Requirements for Students in Grade 12**

Note: Pursuant to Education Code 51225.7, as added by AB 132 (Ch. 144, Statutes of 2021), starting in the 2022-23 school year, the district is required to confirm that each student in grade 12 completes and submits a FAFSA to the U.S. Department of Education and/or, if a student is exempt from paying nonresident tuition, a CADAA to the Student Aid Commission (CSAC), unless there is an exception as specified below.

Pursuant to Education Code 51225.7, as added by AB 132, CSAC is required to, by July 1, 2022, adopt regulations that include model opt-out forms and acceptable use policies for the purpose of providing guidance on the protection of student and parent/guardian data, which will be available on CSAC's web site.

Commencing in the 2022-23 school year, the Superintendent or designee shall ensure that each student in grade 12 completes and submits a FAFSA to the U.S. Department of Education or, if a student is exempt from paying nonresident tuition a CADAA to the Student Aid Commission (CSAC), unless either: (Education Code 51225.7)

1. The student's parent/guardian, emancipated minor, or student age 18 years or older submits an opt-out form to the district
2. If the district determines that a student is unable to complete a requirement of Education Code 51225.7, the district shall exempt the student or the student's parent/guardian from completing the FAFSA, CADAA, or opt-out form and shall complete and submit an opt-out form on the student's behalf

Note: Pursuant to Education Code 51225.7, as added by AB 132, the district shall ensure that each high school student in Grade 12, and if applicable, the student's parent/guardian, is directed to any support and assistance necessary to complete the FAFSA and/or CADAA, as described below.

The Superintendent or designee shall ensure that each high school student in grade 12, and if applicable, the student's parent/guardian, be directed to any support and assistance necessary to complete the FAFSA and/or CADAA that may be available through outreach programs, including, but not limited to, programs operated by CSAC, postsecondary immigration resource centers, college readiness organizations, community-based organizations, and/or legal resource organizations. (Education Code 51225.7)

Information shared by students and parents/guardians in completing and submitting the FAFSA and/or CADAA shall be handled in compliance with the federal Family Rights and Privacy Act and applicable state law, regardless of any person's immigration status or other personal information. (Education Code 51225.7)



COURSES OF STUDY (continued)

- (cf. 1340 - Access to District Records)*
- (cf. 5022 - Student and Family Privacy Rights)*
- (cf. 5125 - Student Records)*
- (cf. 5145.13 - Response to Immigration Enforcement)*
- (cf. 6159 - Individualized Education Program)*

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# CSBA Sample Board Policy

Instruction

BP 6158(a)

## INDEPENDENT STUDY

Note: Education Code 51745-51749.6 authorize districts to establish independent study programs to meet the educational needs of students. Pursuant to Education Code 51745, as amended by AB 130 (Ch. 44, Statutes of 2021), for the 2021-22 school year, all districts are required to offer independent study to meet the educational needs of students.

**AB 167 (Ch. 252, Statutes of 2021) amended various Education Code provisions related to independent study, as reflected throughout this policy and the accompanying administrative regulation. Education Code 51747, as amended by AB 167, authorizes a district to receive apportionment credit for independent study for any student who is unable to attend in-person instruction due to a quarantine, under a local or state public health guidance, for exposure to or infection with COVID-19 or due to a school closure for COVID-19, pursuant to Education Code 41422.**

Education Code 51747, as amended by AB 130, mandates that the Governing Board adopt a policy with specified requirements as a condition of receiving state apportionments for independent study students. In addition to meeting the requirements specified by Education Code 51747, board policies must comply with rules and regulations adopted by the Superintendent of Public Instruction (SPI). Boards are encouraged to review independent study policies as the SPI adopts revised rules to reflect the new requirements of AB 130.

~~Commencing with the 2021-22 fiscal year Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, the State Controller is required to incorporate verification of the adoption of the policies, including loss of apportionment for independent study for districts found to be noncompliant.~~

Education Code 51749.5 mandates that the Board adopt policy with specified components as a condition of offering a program of course-based independent study. The mandated components are reflected throughout this policy and the accompanying administrative regulation.

**Commencing with the 2021-22 fiscal year Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, the State Controller is required to incorporate verification of the adoption of the policies and other requirements, including loss of apportionment for independent study pursuant to Education Code 51747 and 51749.5 for districts found to be noncompliant.**

When developing policy on independent study, 5 CCR 11701 requires the Board to consider, in a public hearing, (1) the scope of its existing or prospective use of independent study as an instructional strategy, (2) its purposes in authorizing independent study, and (3) factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult students.

In the event of a school closure necessitated by an emergency condition pursuant to Education Code 46392, districts must develop a plan for offering independent study to affected students pursuant to Education Code 46393, as added by AB 130 **and amended by AB 167**. See BP 3516.5 - Emergency Schedules.

Independent study may be offered as a program within a school, as a charter school, or as an alternative school of choice pursuant to Education Code 58500-58512; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation; and BP/AR 6181 - Alternative Schools/Programs of Choice.



## INDEPENDENT STUDY (continued)

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time ~~basis or on a~~ part-time basis **and** in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

*(cf. 0420.4 - Charter School Authorization)*

*(cf. 6181 - Alternative Schools/Programs of Choice)*

**Note: Education Code 51747, as amended by AB 167, relaxes certain independent study requirements for the 2021-22 school year as to students who are unable to participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19, including the requirement that participation in independent study be voluntary.**

**The California Department of Education (CDE), in its 2021-22 AA & IT Independent Study FAQs, interpreted Education Code 51747 as permitting a district to require a student to participate in independent study under circumstances specified in the following paragraph.**

**Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19, A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5, 51749.6)**

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

**Note: Pursuant to Education Code 46300, as amended by AB 130, the attendance of students participating in independent study for three or more consecutive school days will be included in computing average daily attendance (ADA) for apportionment purposes.**

**However, for the 2021-22 school year, districts are permitted pursuant to Education Code 51747, as amended by AB 167, to claim apportionment for fewer than three consecutive school days for students who cannot participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19.**

## INDEPENDENT STUDY (continued)

The following optional paragraph is for use by districts that wish to limit independent study to periods of three or more consecutive school days.

With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, The the minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747)

## General Independent Study Requirements

Note: Education Code 51745, as amended by AB 130, requires districts to offer independent study for the 2021-22 school year only, and thereafter to offer independent study at their discretion. Districts may meet the requirement for the 2021-22 school year by contracting with a county office of education or by entering into an interdistrict transfer agreement with another district pursuant to Education Code 46600. In addition, the requirement to offer independent study for the 2021-22 school year may be waived for districts by the county superintendent of schools in the county in which the district is located if the district demonstrates that (1) offering independent study would create an unreasonable fiscal burden on the district or county office of education due to low numbers of students participating or other extenuating circumstances; and (2) the Board does not have the option to enter into an interdistrict transfer agreement with another district or to contract with a county office of education to provide an independent study option.

For single-district counties, the waiver must be granted by the SPI.

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

*(cf. 5147 - Dropout Prevention)*

*(cf. 6011 - Academic Standards)*

*(cf. 6143 - Courses of Study)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.11 - Alternative Credits Toward Graduation)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6200 - Adult Education)*

Note: Pursuant to Education Code 46100, the Board is required to fix the length of the school day for each grade level, in accordance with law. CDE, in its "Frequently Asked Questions," clarifies that independent study is not an alternative curriculum and that students in independent study are required to meet the same number of instructional minutes as their peers who are physically at the school site for their instruction.



## INDEPENDENT STUDY (continued)

**The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)**

Note: Education Code 51747 mandates that the Board, in a public hearing, adopt a policy on the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment. 5 CCR 11700 defines "type of program" as the statutory program category for purposes of attendance accounting, such as adult education or continuation high school. In addition, 5 CCR 11701 mandates that Board policy reflect an awareness that excessive leniency in the duration of independent study assignments can result in a student falling so far behind peers as to increase, rather than decrease, the risk of dropping out of school.

The following paragraph sets one week for all grade levels and types of programs as the maximum length of time an independent study assignment should be completed, and should be revised to reflect the length of time determined by the Board. In order to ensure that apportionments credits are received, the length of time determined by the Board in its policy should be reflected in the district's student's written agreement. See the section "Master Agreement" below.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, wWhen necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond up to the termination date of the agreement.

Note: Education Code 51747 mandates that the Board, in a public hearing, adopt a policy which specifies the level of satisfactory educational progress and the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. The following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will trigger an evaluation.

The number of missed assignments that will trigger an evaluation must be included in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060

## INDEPENDENT STUDY (continued)

2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning **of** required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

Note: Education Code 51747, as amended by AB 130, **mandates** the Board to adopt policy that includes the provision of content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this requirement includes access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. See BP/AR 6143 - Courses of Study.

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, **mandates** the Board to adopt policy that includes plans, by grade level, to provide students with specified levels of live interaction and/or synchronous instruction as described below and defined in the accompanying administrative regulation. This requirement only applies to students participating in an independent study program for 15 school days or more.

**According to CDE's "2021-22 AA & IT Independent Study FAQs," synchronous instruction for traditional independent study only counts toward meeting the minimum day requirements if students produce a work product that is evaluated for time value as an outcome from their participation in the synchronous instruction.**

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction



## INDEPENDENT STUDY (continued)

Note: Education Code 51747, as amended by AB 130 and AB 167, mandates the Board to adopt policy that includes procedures for tiered reengagement strategies for **students who meet the conditions specified in the following paragraph. all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week.** This requirement only applies to students participating in an independent study program for 15 school days or more.

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students ~~who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more who~~ **The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)**

1. **Are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar**
2. **Are found to be not participatory pursuant to Section 51747.5 for more than the greater of three schooldays or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span**
3. **Are in violation of their written agreement**

**Tiered reengagement strategies procedures used in district independent study programs shall include, but are not necessarily limited to, all of the following: (Education Code 51747)**

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the **absence recording of a non-attendance day** or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

Note: Education Code 51747 requires districts to hold a student-parent-educator conference as defined by Education Code 51745.5, at specified times, as reflected below and in the accompanying regulation.

4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

## INDEPENDENT STUDY (continued)

Note: Education Code 51747, as amended by AB 130, **mandates** the Board to adopt policy that includes a plan to expeditiously, and not longer than five instructional days, transition students whose families wish to return to in-person instruction from independent study. This requirement only applies to students participating in an independent study program for 15 school days or more.

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, **mandates** the Board to adopt policy providing that a current written agreement (i.e., the "master agreement") will be maintained for each student who participates in independent study and for whom apportionment is claimed. Education Code 51747 provides that no independent study agreement can be valid for longer than one school year. For the 2021-22 school year only, **Education Code 51747, as amended by AB 167, requires** the district ~~is required~~ to obtain a signed written agreement for **an independent study program of any length of time no later than 30 days after the first day of instruction in an independent study program or October 15, whichever date comes later.**

In addition, Education Code 51749.5 **mandates** the Board to adopt policy providing that a "learning agreement" be maintained for each student participating in course-based independent study.

See the section "Master Agreement" below for required content of these agreements.

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Note: For the 2021-22 school year only, the district must provide notice with specified components of the independent study option available through Education Code 51747. Education Code 51747, as amended by AB 130, requires that the written information, in addition to being written in English, be written in the primary language if 15 percent or more of the students enrolled in a district that provides instruction in transitional kindergarten, kindergarten, or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to **CDE the California Department of Education.**

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Note: Education Code 51747, as amended by AB 130, requires districts to hold a student-parent-educator conference upon the request of a parent/guardian prior to enrollment or disenrollment in independent study. The term student-parent-educator conference is defined in Education 51745.5, and as reflected in the accompanying regulation.



## INDEPENDENT STUDY (continued)

Upon the request of the parent/guardian of a student, **and before making a decision about enrolling or disenrolling in independent study and entering into a signing a** written agreement **to do so as described below in the section "Master Agreement,"** the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, **and, if requested,** their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

## Master Agreement

Note: Education Code 51747 mandates that, in order to receive apportionments for independent study, the district must adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the following section. Because apportionments are only provided for independent study of three or more consecutive school days pursuant to Education Code 46300, as amended by AB 130, written agreements are required only in such instances.

Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. Since all these components are included in the written agreement which the parent/guardian must sign before the commencement of independent study pursuant to Education Code 51747, the parent/guardian's signature on the agreement satisfies the requirement to obtain the parent/guardian's written permission.

For the 2021-22 school year however, the district must obtain a signed written agreement for independent study, **of any length of time**, no later than 30 days after the first day of instruction in independent study **or October 15, whichever date comes later**, pursuant to Education Code 51747, as amended by **AB 130 AB 167. This requirement is also applicable to independent study for a student who is unable to attend classroom-based instruction due to quarantine or school closure for COVID-19.**

**A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)**

**However,** for the 2021-22 school year only, the district shall obtain a signed written agreement **from each student participating in for an** independent study **program for any length of time**, no later than 30 days after the first day of instruction in **the independent study program.**

~~A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)~~

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

**INDEPENDENT STUDY (continued)**

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

Note: As described in the section "General Independent Study Requirements" above, pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. Education Code 51747, as amended by AB 130, also requires that the written agreement contain a statement of the Board's policy regarding the level of satisfactory educational progress for students participating in independent study.

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

## INDEPENDENT STUDY (continued)

**Note: Pursuant to Education Code 51747, as amended by AB 167, a master agreement is not required to include the following statement for any student who, during the 2021-22 school year, cannot participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19.**

8. A statement that independent study is an optional educational alternative in which no student may be required to participate

**For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.**

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the **pupil student**, no later than 30 days after the first day of instruction **in the independent study program or October 15, whichever date comes later.**

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.



## INDEPENDENT STUDY (continued)

## Course-Based Independent Study

Note: This section is for districts that provide independent study courses to its students. Education Code 51749.5-51749.6, as amended by AB 130, establish a course-based independent study option that may be offered if certain requirements are met, as described below. Education Code 51749.5 **mandates** that boards adopt policies that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

*(cf. 4112.2 - Certification)*

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities **throughout the school year**, for students in **grades** transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.
4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.

**INDEPENDENT STUDY (continued)**

5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

*(cf. 5125 - Student Records)*

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

*(cf. 6162.51 - State Academic Achievement Tests)*

**INDEPENDENT STUDY (continued)**

8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*

11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

*(cf. 3260 - Fees and Charges)*

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

**Learning Agreement for Course-Based Independent Study**

Note: Education Code 51749.6, as amended by AB 130, requires that, before enrolling a student in course-based independent study, the district provide the student and, if the student is less than 18 years of age, the student's parent/guardian, with a written learning agreement that includes specified components.

## INDEPENDENT STUDY (continued)

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #23 of **the Course-Based Independent Study section** above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.



## INDEPENDENT STUDY (continued)

9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. **For 2022-23 school year and thereafter, B**before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, **and by** the student's parent/guardian or caregiver; if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

**However, fF**or the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

**The A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute** ~~student's or the parent/guardian's signature shall constitute~~ permission for the student to receive instruction through **course-based** independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)



## INDEPENDENT STUDY (continued)

Upon the request of a student's parent/guardian, and before signing a written agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

### Student-Parent-Educator Conferences

Note: Education Code 51747 and 51749.5, as amended by AB 130, require districts to hold student-parent-educator conferences as defined by Education Code 51745.5, at specified times. See the accompanying regulation for the definition of student-parent-educator conference.

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

### Records ~~for Audit Purposes~~

Note: Education Code 51745.6, 51747, 51747.5, and 51749.5, as amended by AB 130, require, commencing in the 2021-22 fiscal year, the State Controller to incorporate verifications of compliance with specified components of the laws into the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting to the extent that these verifications are not yet included in the audit guide, with loss of apportionment for independent study for districts found to be noncompliant.

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher

## INDEPENDENT STUDY (continued)

4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

Note: Education Code 51747.5, as amended by AB 130, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which **the student is independent study is provided independent study**. A student who does not participate **in independent study on a school day shall must** be documented as nonparticipatory for that school day. In addition, Education Code 51747.5 requires districts to maintain written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades. Commencing in the 2021-22 fiscal year, the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting will incorporate compliance reviews of these requirements, **and a finding of noncompliance will result in loss of apportionment in proportion to the impact on ADA from the noncompliance.**

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which **live interaction or synchronous instruction is provided as part of the independent study program is provided**. A student who does not participate in **independent study scheduled live interaction or synchronous instruction on a school day** shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee **also** shall **also** maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

*(cf. 3580 - District Records)*

**INDEPENDENT STUDY (continued)**

Note: Education Code 51747 authorizes specified records to be maintained in an electronic file, as provided in the following paragraph. Pursuant to Education Code 51747, an electronic file includes a computer or electronically stored image of an original document, including, but not limited to, a PDF, JPEG, or other digital file type, that may be sent via fax machine, email, or other electronic means.

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

**Program Evaluation**

Note: The following optional section may be revised to reflect district practice.

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison, to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

*(cf. 0500 - Accountability)*  
*(cf. 5121 - Grades/Evaluation of Student Achievement)*  
*(cf. 6162.5 - Student Assessment)*

*Legal Reference: (see next page)*



## INDEPENDENT STUDY (continued)

*Legal Reference:*EDUCATION CODE

17289 Exemption for facilities

41020 Audit guidelines

**41422 Apportionment credit for student inability to attend in-person or school closure due to COVID-19**

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools

**46100 Length of school day**

46200-46208 Instructional day and year

46300-46307.1 Methods of computing average daily attendance

46390-46393 Emergency average daily attendance

46600 Interdistrict attendance computation

47612-47612.1 Charter school operation

47612.5 Independent study in charter schools

48204 Residency

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

49011 Student fees

51225.3 Requirements for high school graduation

51745-51749.6 Independent study programs

52060 Local control and accountability plan

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum; criteria

56026 Individuals with exceptional needs

58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550-6552 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

6311 State plans

COURT DECISIONSModesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365*Management Resources: (see next page)*

INDEPENDENT STUDY (continued)

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

***2021-22 AA & IT Independent Study FAQs, 2021***

***Clarifications for Student Learning in Quarantine, 2021***

***Conducting Individualized Determinations of Need, 2021***

***Legal Requirements for Independent Study, 2021***

*Elements of Exemplary Independent Study*

*California Digital Learning Integration and Standards Guidance, April 2021*

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

*Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*

WEB SITES

*California Consortium for Independent Study: <http://www.ccis.org>*

*California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>*

*Education Audit Appeals Panel: <http://www.eaap.ca.gov>*

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# CSBA Sample Administrative Regulation

Instruction

AR 6158(a)

## INDEPENDENT STUDY

### Definitions

Note: Education Code 51745.5, as added by AB 130 (Ch. 44, Statutes of 2021), defines the terms "live interaction," "student-parent-educator conference," and "synchronous instruction" as provided below.

*Live interaction* means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

*Student-parent-educator conference* means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

*Synchronous instruction* means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5 **or the certificated employee providing instruction for course-based independent study.** (Education Code 51745.5)

### Educational Opportunities

Note: Pursuant to Education Code 51745, as amended by AB 130, the district is required to offer independent study to meet the educational needs of students for the 2021-22 school year unless the district obtains a waiver from such requirement.

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Note: The following section is **optional**. Education Code 51745 lists educational opportunities that may be provided through independent study. The district may revise or expand items #1-6 below to reflect district practice.

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

INDEPENDENT STUDY (continued)

*(cf. 6143 - Courses of Study)*

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel

*(cf. 5112.3 - Student Leave of Absence)*

5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

**Note: Education Code 51745, as amended by AB 167, permits districts to provide independent study to students who cannot participate in classroom-based instruction due to a COVID-19 quarantine. See the accompanying board policy.**

6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction **or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance**

*(cf. 0420.4 - Charter School Authorization)*

*(cf. 6142.4 - Service Learning/Community Service Classes)*

*(cf. 6181 - Alternative Schools/Programs of Choice)*

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

*(cf. 5113 - Absences and Excuses)*

**Note: The following paragraph is for use by districts maintaining high schools.**

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

*(cf. 6146.1 - High School Graduation Requirements)*



## INDEPENDENT STUDY (continued)

**Equivalency**

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

**Eligibility for Independent Study**

**Note: Pursuant to Education Code 51748, independent study students must be enrolled in school as a condition of receiving state apportionments.**

**Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation. To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)**

**Note: The following optional paragraph may be revised to reflect district practice.**

For the 2022-23 school year and thereafter, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

## INDEPENDENT STUDY (continued)

Note: The following paragraph limits eligibility for independent study to those students for whom state apportionments can be claimed. Education Code 46300.2 provides that districts will receive state funding for independent study for students who are residents of the county or an adjacent county. Pursuant to Education Code 51747.3, students whose residency status is based on parent/guardian employment within district boundaries (Education Code 48204(b)) are not eligible for funds apportioned for average daily attendance (ADA).

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

*(cf. 5111.1 - District Residency)*

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (Education Code 51745)

*(cf. 6159 - Individualized Education Program)*

**Note: Education Code 51747, as amended by AB 167, relaxes certain independent study requirements for the 2021-22 school year for students who cannot participate in classroom-based instruction as a result of a quarantine order or school closure due to COVID-19, including the limitation on providing a temporarily disabled student individual instruction pursuant to Education Code 48206.3 by means of independent study.**

**With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a COVID-19 quarantine or school closure, A a temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code ~~51745~~ 51747)**

*(cf. 6183 - Home and Hospital Instruction)*

Note: Education Code 46300.1 provides that the district may not receive apportionments pursuant to Education Code 42238 for independent study for students age 21 or older, or for students 19 or older who have not been continuously enrolled in grades K-12 since their 18th birthday. However, pursuant to Education Code 46300.4, these students may be eligible for independent study through the adult education program for courses required for high school graduation. See BP/AR 6200 - Adult Education.

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

*(cf. 6200 - Adult Education)*

**INDEPENDENT STUDY (continued)**

Note: The following paragraph limits enrollment in independent study to those students for whom state apportionments can be claimed. Pursuant to Education Code 51745, no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program are eligible for apportionment credit for independent study. A pregnant student or a parenting student who is the primary caregiver for the student's child(ren) is not included in this cap.

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

*(cf. 5146 - Married/Pregnant/Parenting Students)*  
*(cf. 6184 - Continuation Education)*

**Monitoring Student Progress**

Note: The following optional section may be revised to reflect district practice.

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

**INDEPENDENT STUDY (continued)****Responsibilities of Independent Study Administrator**

Note: The following optional section may be revised to reflect district practice.
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The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

**Assignment and Responsibilities of Independent Study Teachers**

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

Note: Pursuant to Education Code 51745.6, the equivalency of teacher-student ratios as described below is a necessary condition for the district to receive apportionments for independent study. The district may exceed these ratios, but those additional units of independent study ADA would not be funded.
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Pursuant to Education Code 51745.6, as amended by AB 130, the <u>Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting</u> must incorporate verification of applicable teacher-student ratios commencing in the 2021-22 fiscal year.
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The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a



## INDEPENDENT STUDY (continued)

collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

Note: The remainder of this section is **optional** and may be revised to reflect district practice.

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress

Note: Pursuant to Education Code 51747.5, **as amended by AB 167**, the district may only claim apportionment credit for independent study based on the time value of student work products as personally judged in each instance by a certificated teacher **employed by the district**. Education Code 51747.5 specifies that the teacher is not required to sign and date the work products.

7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

Note: Education Code 51747.5, as amended by AB 130 **and AB 167**, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which **live interaction or synchronous instruction is provided as part of the independent study program** ~~is provided~~. A student who does not participate in **scheduled live interaction or synchronous instruction** ~~independent study~~ on a school day shall be documented as nonparticipatory for that school day, **for purposes of student participation reporting and tiered reengagement pursuant to Education Code 51747**.

INDEPENDENT STUDY (continued)

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, **as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study is provided program**

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

*(cf. 4131 - Staff Development)*

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# **BOARD POLICY**

## **1<sup>st</sup> READING**

BP 6170.1 - Transitional Kindergarten  
BB 9320 – Meeting and Notices

**April 20, 2022**



# CSBA Sample Board Policy

Instruction

BP 6170.1(a)

## TRANSITIONAL KINDERGARTEN

Note: The following policy is for use by districts that maintain kindergarten and may be revised to reflect district practice. Education Code 48000 provides that children are eligible for kindergarten enrollment if they have their fifth birthday on or before September 1 in that school year; see AR 5111 - Admission. Pursuant to Education Code 48000, as amended by AB 130 (Ch. 44, Statutes of 2021) and AB 167 (Ch. 252, Statutes of 2021), for the 2021-22 school year, districts are required to admit any child whose fifth birthday is between September 2 and December 2 must be offered to a transitional kindergarten (TK) program as a condition of apportionment and revises the timespans for mandatory admittance requirements to be phased in from the 2022-23 school year to the 2025-26 school year as described below.

In its "Transitional Kindergarten FAQs," the California Department of Education (CDE) provides that the laws governing TK programs apply equally to all districts including basic aid districts. Districts with questions about the application of the TK mandatory admittance requirements to basic aid districts should consult legal counsel.

Education Code 48000 defines TK as the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate. Many of the requirements applicable to kindergarten (e.g., class size, minimum school day, facilities) are also applicable to TK. The district will receive funding based on average daily attendance (ADA) for students in a TK program that meets the requirements specified in Education Code 48000.

Education Code 8281.5, as added by AB 130, establishes the California Prekindergarten Planning and Implementation Grant Program as an early learning initiative with the goal of expanding access to classroom-based prekindergarten programs. The program allocates funding to all districts that operate kindergarten programs through minimum base grants, enrollment grants based on a district's kindergarten enrollment, and supplemental grants based on a district's percentage of unduplicated students. Grant funds may be used for costs associated with creating or expanding preschool programs through the California State Preschool Program (CSPP) or TK programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the district, including Head Start programs, to ensure that high-quality options for prekindergarten education are available for four-year-old children. Allowable costs include, but are not necessarily limited to, planning costs, hiring and recruitment costs, staff training and professional development, classroom materials, and supplies.

Education Code 17375, as amended by AB 130 and AB 167, establishes the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program to provide one-time grants to school districts to construct new school facilities or retrofit existing school facilities including for the purpose of providing TK classrooms.

For guidance on implementing TK programs, see the [Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers](#), published by the California Department of Education (CDE).

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The

## TRANSITIONAL KINDERGARTEN (continued)

TK program shall assist students in developing the academic, social, and emotional skills needed to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 6020 - Parent Involvement)*

### Eligibility

Note: Education Code 48000, as amended by AB 130 and AB 167, revises the timespans for mandatory admittance requirements to be phased in from the 2022-23 school year to the 2025-26 school year.

The district's TK program shall admit children **as follows:** (Education Code 48000):

1. For the 2021-22 school year, children whose fifth birthday is ~~from~~ between September 2 through December 2
2. For the 2022-23 school year, children whose fifth birthday is between September 2 and February 2
3. For the 2023-24 school year, children whose fifth birthday is between September 2 and April 2
4. For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2
5. For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1

Note: Pursuant to Education Code 48000, as amended by AB 130 and AB 167, a child's eligibility for TK enrollment may not impact family eligibility for a preschool or childcare program.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or childcare program. (Education Code 48000).



## TRANSITIONAL KINDERGARTEN (continued)

Note: CDE's "Transitional Kindergarten FAQs" clarify that children are required to have documentation of required immunizations or a valid exemption prior to admission to TK. For information about required immunizations and exemptions, see BP/AR 5141.31 - Immunizations.

Parents/guardians of eligible children shall be notified of the availability of the TK program and of the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

*(cf. 5111 - Admission)*  
*(cf. 5111.1 - District Residency)*  
*(cf. 5141.22 - Infectious Diseases)*  
*(cf. 5141.3 - Health Examinations)*  
*(cf. 5141.31 - Immunizations)*  
*(cf. 5141.32 - Health Screening for School Entry)*

Note: The following paragraph is **optional**. If the district chooses to allow kindergarten-eligible children to enroll in the TK program, CDE recommends that the district establish criteria to determine selection requirements. The parent/guardian of a kindergarten-eligible child who is enrolled in TK must, at the end of the year, sign a Kindergarten Continuance Form verifying agreement with the child enrolling in kindergarten the following year; see section "Continuation in Kindergarten" below.

On a case-by-case basis, a child whose fifth birthday is on or before September 1 may be admitted into the district's TK program upon request of a child's parents/guardians, if the Superintendent or designee determines that it is in the child's best interest.

Note: The following paragraph is **optional**. Pursuant to Education Code 48000, as amended by **AB 130 and AB 167**, the district may, at its discretion, determine whether to allow admittance of children whose fifth birthday is after **December 2 the date specified for admittance for the applicable year as described above**. Such students may be admitted at any time during the school year, including at the beginning of the year. Education Code 48000 provides that districts will not receive ADA apportionment for a child whose birthday is after **the date specified for the applicable year December 2** until the child's fifth birthday.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after **December 2 the date specified for admittance for the applicable year as described above** ~~of that same school year~~, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

### Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

## TRANSITIONAL KINDERGARTEN (continued)

(cf. 6141 - Curriculum Development and Evaluation)  
 (cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Note: Education Code 48000 states the Legislature's intent that the TK curriculum be aligned to the California Preschool Learning Foundations developed by CDE. These standards address essential knowledge and skills in the subject areas listed below. The standards and companion preschool curriculum frameworks are available on CDE's web site.

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential knowledge and skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)  
 (cf. 6011 - Academic Standards)  
 (cf. 6174 - Education for English Learners)

Note: The following **optional** paragraph may be revised to reflect district practice. Education Code 37202 permits districts to maintain TK and kindergarten classes for different lengths of time during the school day, either at the same or a different school site. Districts offering TK classes for different lengths of time are still required to meet the minimum and maximum length of school day provided in law. Pursuant to Education Code 46111, **as amended by AB 130**, 46115, and 46117, at the kindergarten and TK level the minimum school day is three hours (180 minutes), including recess but excluding noon intermission, and the maximum school day is four hours (240 minutes), excluding recess, **except for students in expanded learning opportunity programs intended to supplement instructional time provided by a district pursuant to Education Code 46120 or if** ~~unless~~ the district has adopted an extended-day kindergarten pursuant to Education Code 8973. However, pursuant to Education Code 46119, if the district has fewer than 40 kindergarten students, the Governing Board may apply to the Superintendent of Public Instruction to maintain two kindergarten classes of 150 minutes each, including recesses, taught on the same day by the same teacher. Also see AR 6112 - School Day.

Pursuant to Education Code 48003, districts are required to provide an annual report to CDE regarding the type of kindergarten program offered by the district, including part day, full day, or both. The California Basic Educational Data System (CBEDS) School Information Form, located on CDE's web site, requires a report on the type of TK program offered.

The Board shall establish the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours long **except for TK students enrolled in expanded learning opportunity programs provided by the district pursuant to Education Code 46120**. If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day for the kindergarten program either at the same or different school sites. The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full day, part day, or both. (Education Code 8973, 37202, 46111, 46115, 46117, 48003)



## TRANSITIONAL KINDERGARTEN (continued)

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*

Note: Education Code 8281.5, as added by AB 130 and amended by AB 167, requires districts receiving grants through the California Prekindergarten Planning and Implementation Grant Program to develop a plan for consideration by the Board at a public meeting on or before June 30, 2022 for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning offerings, the After School Education and Safety Program, the CSPP, Head Start programs, and other community-based early learning and care programs.

The Superintendent or designee shall develop a plan for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning offerings, the After School Education and Safety Program, the California State Preschool Program (CSPP), Head Start programs, and other community-based early learning and care programs. The Superintendent or designee shall present such plan for consideration by the Board at a public meeting on or before June 30, 2022. (Education Code 8281.5)

Note: The following optional paragraph may be revised to reflect district practice. According to CDE's "Transitional Kindergarten FAQs," it is the intent of the law to provide separate and unique experiences for TK and kindergarten students. However, districts have flexibility to determine how best to meet the curricular needs of each child and whether TK and kindergarten students may be enrolled in the same classrooms.

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be commingled in the same classroom with four-year-old students from a ~~California State Preschool Program~~ CSPP program as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code ~~8235~~ 8207, 48000):

1. The classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten
2. An early childhood environment rating scale, as specified in 5 CCR 18281, is completed for the classroom
3. All children enrolled for 10 or more hours per week are evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272

TRANSITIONAL KINDERGARTEN (continued)

4. The classroom is taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256
5. The classroom is in compliance with the adult-child ratio specified in Education Code 8241
6. Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program

*(cf. 5148.3 - Preschool/Early Childhood Education)*

Note: Education Code 48000, as amended by AB 130, requires districts to maintain an average TK class enrollment of not more than 24 students for each school site.

The district shall maintain an average TK class enrollment of not more than 24 students for each school site. (Education Code 48000)

Staffing

Note: To be qualified to teach a TK class, the teacher must possess an appropriate multiple subjects or early childhood education credential issued by the Commission on Teacher Credentialing authorizing instruction in TK. Education Code 48000 establishes additional requirements for credentialed teachers who are first assigned to a TK class after July 1, 2015, as provided below.

TK assignments are subject to assignment monitoring and reporting by the County Superintendent of Schools in accordance with Education Code 44258.9.

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

*(cf. 4112.2 - Certification)*

Note: Education Code 48000, as amended by ~~SB 98 (Ch. 24, Statutes of 2020)~~ AB 130, extends until August 1, ~~2021~~ 2023, the requirement for credentialed teachers who are first assigned to a ~~transitional kindergarten~~ TK class to meet additional qualifications, as described below.

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, ~~2021~~ 2023, have at least 24 units in early childhood education and/or child development, comparable **professional** experience in a preschool setting, and/or a child development teacher permit issued by CTC. (Education Code 48000)



## TRANSITIONAL KINDERGARTEN (continued)

**Note:** Education Code 8281.5, as added by AB 130, permits the use of funding from the California Prekindergarten Planning and Implementation Grant Program for the purpose of professional development, including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners.

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children, including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners.

**Note:** Education Code 48000, as amended by AB 130, requires districts to, commencing with the 2022-23 school year, maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2023-24 school year.

**The district shall, commencing with the 2022-23 school year, maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2023-24 school year. (Education Code 48000)**

*(cf. 4131 - Staff Development)*

## Continuation to Kindergarten

**Note:** The following section is consistent with guidance in CDE's "Transitional Kindergarten FAQs."

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

**Note:** The following optional paragraph is for use by districts that allow kindergarten-eligible children to enroll in TK; see "Eligibility" section above. When such students are subsequently enrolled in kindergarten, the district is required to obtain a signed Kindergarten Continuance Form in order to receive kindergarten ADA for those children since they would otherwise be age-eligible for first grade. CDE recommends that approval for a student to continue in kindergarten not be sought until near the end of the year of TK, since permission obtained unreasonably far in advance could be found invalid.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

**Note:** Pursuant to Education Code 46300, the district may not include for ADA purposes the attendance of any student for more than two years in kindergarten or for more than two years in a combination of TK and kindergarten.



**TRANSITIONAL KINDERGARTEN (continued)**

A student shall not attend more than two years in a combination of TK and kindergarten.  
(Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

**Assessment**

Note: The following section may be revised to reflect district practice. One assessment resource for TK students is CDE's Desired Results Developmental Profile, which is designed to assess the developmental progression of all children from early infancy to kindergarten entry.

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. The Superintendent or designee shall monitor and regularly report to the Board regarding program implementation, the progress of students in meeting related academic standards, and student preparedness for future education.

(cf. 0500 - Accountability)  
(cf. 6162.5 - Student Assessment)

*Legal Reference:*EDUCATION CODE

~~8235 California State Preschool Program~~

**8207 California State Preschool Program administration**

**8241 Staffing ratios for center-based programs**

**8281.5 California Prekindergarten Planning and Implementation Grant Program**

8970-8974 Early primary programs; extended-day kindergarten

**17375 Establishment of California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program**

37202 School calendar; equivalency of instructional minutes

**44065 Issuance of and functions requiring credentials**

**44256 Authorization for teaching credentials**

44258.9 Assignment monitoring by county superintendent of schools

46111 Kindergarten, hours of attendance

46114-46119 Minimum school day, kindergarten

**46120 Expanded Learning Opportunities Program**

46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten

48000 Age of admission, kindergarten and transitional kindergarten

48002 Evidence of minimum age required to enter kindergarten or first grade

48003 Kindergarten annual report

**48011 Admission on completing kindergarten**

48200 Compulsory education, starting at age six

**Legal Reference continued: (see next page)**

TRANSITIONAL KINDERGARTEN (continued)

Legal Reference: (continued)

**CODE OF REGULATIONS, TITLE 5**

**18000-18434 Child care and development programs, especially:**

**18068 Attendance and expenditure reports**

**18272 Developmental profile**

**18281 Environment rating scales**

Management Resources:

CSBA PUBLICATIONS

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile: **A Developmental Continuum from Early Infancy up to**

**Kindergarten Entry**, 2015

Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013

California Preschool Curriculum Framework, Vol. 3, 2013

California Preschool Learning Foundations, Vol. 3, 2012

California Preschool Curriculum Framework, Vol. 2, 2011

California Preschool Learning Foundations, Vol. 2, 2010

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Kindergarten Association: <http://www.ckanet.org>

**<https://californiakindergartenassociation.org/>**

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <http://tkcalifornia.org>

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Policy Reference UPDATE Service

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# CSBA Sample Board Bylaw

Board Bylaws

BB 9320(a)

## MEETINGS AND NOTICES

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

*(cf. 9321 - Closed Session)*

*(cf. 9322 - Agenda/Meeting Materials)*

*(cf. 9323 - Meeting Conduct)*

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location **as permitted by Government Code 54953**, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

Note: The Brown Act prohibits serial meetings, defined under Government Code 54952.2 as a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of district business.

This prohibition against serial meetings also applies to communications via technology. Email exchanges, chat room threads, or comments posted on a blog or social media account that result in a majority of the **Governing** Board "discussing **among themselves**" an item within the subject matter jurisdiction of the Board could result in a Brown Act violation. Pursuant to Government Code 54952.2, as amended by AB 992 (Ch. 89, Statutes of 2020), Board members may engage in separate conversations or communications with members of the public on an Internet-based social media platform that is open and accessible to the public as long as a majority of the Board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the Board and members do not comment on or use digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. Consequently, a Board member is prohibited from responding directly to any communication from other members of the Board on a social media platform regarding matters that are within the subject matter jurisdiction of the Board. See BB 9012 - Board Member Electronic Communications.

In 84 Ops.Cal.Atty.Gen. 30 (2001), the Attorney General opined that Government Code 54952.2 prohibits a majority of the Board from sending emails to each other to develop a collective concurrence as to action to be taken by the Board even if the emails are (1) sent to the secretary and chairperson, (2) posted on the district's web site, and (3) distributed **(in a printed version)** at the next meeting. Although the Attorney General recognized that those three conditions would allow the deliberations to be conducted, to some extent, "in public," the emails were prohibited by the Brown Act because all debate would be completed before the meeting and members of the public who did not have Internet access would be excluded from the debate.



**MEETINGS AND NOTICES** (continued)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

Note: Government Code 54952.2 specifies that briefings between staff and Board members are permissible in order to answer questions or to provide information, as long as the briefing is not used to communicate the comments or position of any other Board member. ~~Thus, Superintendent briefings involving less than a majority of the Board are allowed, but participants must ensure that the comments or positions of one member are not shared with other members.~~

However, an employee or district official may engage in separate conversations **or communications** with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

*(cf. 9012 - Board Member Electronic Communications)*

Note: Government Code 54953.2 requires that all Board meetings meet the protections of the Americans with Disabilities Act (**ADA**) (42 USC 12132) and implementing regulations (28 CFR 35.160, 36.303). Such protections require the district to ensure that the meeting is accessible to persons with disabilities and, upon request, to provide disability-related accommodations, such as auxiliary aids and services. Auxiliary aids and services may include accommodations at the actual meeting, such as a sign-language interpreter, or accommodations to the supporting documentation, such as Braille translation of the agenda packet. Government Code 54954.2 requires that the agenda specify how, when, and to whom a request for accommodation should be made; see BB 9322 - Agenda/Meeting Materials.

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)

**Regular Meetings**

Note: Education Code 35140 and Government Code 54954 **mandate** the Board to fix the time and place for its regular meetings by rule and regulation.

The Board shall hold \_\_\_\_\_ regular meeting(s) each month. Regular meetings shall be held at \_\_\_\_\_ p.m. on the \_\_\_\_\_ (day) at the \_\_\_\_\_.

Note: Pursuant to Government Code 54954.2, the agenda for a regular meeting must be posted at least 72 hours prior to the meeting, at a location that is freely accessible to the public. Government Code 54954.2 also requires that the agenda be posted on the district's **Internet** web site, if it has one. Any district that does not have a web site should delete the reference to it in the following paragraph.

## MEETINGS AND NOTICES (continued)

The Attorney General has determined in 78 Ops.Cal.Atty.Gen. 327 (1995) that weekend hours may be counted as part of the 72-hour period for posting of the agenda prior to a regular meeting. In the same opinion, the Attorney General found that the term "freely accessible" requires that the agenda be posted in a location where it can be read by the public at any time during the 72 hours immediately preceding the meeting. For example, if a building where the agenda is posted is closed during the evening hours, the agenda must also be posted in a location accessible during evening hours, such as a lighted display case outside of the building. The Attorney General also opined in 88 Ops.Cal.Atty.Gen. 218 (2005) that the agenda may be posted on a touch screen electronic kiosk, in lieu of a paper copy on a bulletin board, as long as the kiosk is accessible without charge to the public 24 hours a day, seven days a week.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's **Internet** web site. (Government Code 54954.2)

*(cf. 1113 - District and School Web Sites)*

Note: Pursuant to Government Code 54957.5, the agenda must list any address where the public can inspect agenda materials that are distributed to Board members less than 72 hours before a regular meeting; see BB 9322 - Agenda/Meeting Materials. In addition, pursuant to the California Public Records Act (Government Code 6252-6270), agenda materials related to an open session of a Board's regular meeting are "public records" and are subject to the inspection of any member of the public. For a list of documents subject to disclosure by the district, see BP/AR 1340 - Access to District Records.

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose **at the time the materials are distributed to all or a majority of the Board.** (Government Code 54957.5)

*(cf. 1340 - Access to District Records)*

## Special Meetings

Note: Education Code 35144 and Government Code 54956 allow the Board to hold special meetings to address any matter that requires timely action. For example, the Board may hold a special meeting to discuss the need for an emergency state apportionment when the district is in financial distress; see **BPAR** 3460 - Financial Reports and Accountability. However, pursuant to Government Code 54956, certain specified matters, as described below, may not be addressed in a special meeting.

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

*(cf. 2121 - Superintendent's Contract)*



## MEETINGS AND NOTICES (continued)

Note: Pursuant to Government Code 54956, written notice of a special meeting may be delivered personally or by other means, including email or fax. Government Code 54956 requires any district that has its own **Internet** web site to also post the notice on its web site. Any district that does not have its own web site should delete reference to it in the following paragraph.

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's **Internet** web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (**Education Code 35144**; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

### Emergency Meetings

Note: Government Code 54956.5 authorizes a closed session during emergency meetings, as long as two-thirds of the members present at the meeting agree on the need for the closed session or, if less than two-thirds of the members are present, by unanimous vote of the members present. See BB 9321 - Closed Session and E(1) 9323.2 - Actions by the Board.

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An *emergency situation* means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(*cf.* 4141.6/4241.6 - *Concerted Action/Work Stoppage*)

**MEETINGS AND NOTICES** (continued)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

**Adjourned/Continued Meetings**

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time **and place** and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

**Study Sessions, Retreats, Public Forums, and Discussion Meetings**

Note: The following section is **optional** and may be revised to reflect district practice. Pursuant to Government Code 54954.2, the Board must still comply with the public notice requirements when holding a study session, retreat, public forum or other such meeting.



**MEETINGS AND NOTICES (continued)**

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

*(cf. 2000 - Concepts and Roles)*  
*(cf. 2111 - Superintendent Governance Standards)*  
*(cf. 9000 - Role of the Board)*  
*(cf. 9005 - Governance Standards)*  
*(cf. 9400 - Board Self-Evaluation)*

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

**Other Gatherings**

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

*(cf. 9130 - Board Committees)*

**MEETINGS AND NOTICES (continued)**

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

**Location of Meetings**

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques

**MEETINGS AND NOTICES** (continued)

9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

**Teleconferencing**

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

Note: In 84 Ops.Cal.Atty.Gen. 181 (2001), the Attorney General opined that a city is not required under the **ADA Americans with Disabilities Act** to provide, as an accommodation for city council member with disabilities who was unable to attend a regularly scheduled meeting, a teleconference connection to the member's house where the public would not be permitted to be present. According to the Attorney General, Government Code 54953 requires that members of the public be permitted to be present at any teleconference location.

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

## MEETINGS AND NOTICES (continued)

**Teleconferencing During a Proclaimed State of Emergency**

Note: Pursuant to Government Code 54953, as amended by AB 361 (Ch. 165, Statutes of 2021), boards are authorized, until January 1, 2024, to conduct board meetings by teleconference as specified below when holding a board meeting during a proclaimed state of emergency pursuant to Government Code 8625-8629 when any of the following circumstance exist: (1) state or local officials have imposed or recommended measures to promote social distancing; (2) to determine whether, as a result of an emergency, meeting in person would present imminent risks to the health or safety of attendees; or (3) when it has been determined, as a result of an emergency, that meeting in person would impose such risks.

While a resolution is not required by law to make findings required by Government Code 54953, as amended by AB 361, CSBA offers sample resolutions available on its web site for (1) recognizing a state of emergency and authorizing teleconferenced meetings and (2) recognizing a state of emergency and re-authorizing teleconferenced meetings. CSBA recommends that if resolutions are not utilized, the motion and findings to authorize or reauthorize emergency teleconferenced meetings are included in the meeting minutes.

The Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing
2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees
3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act



MEETINGS AND NOTICES (continued)

2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3

4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time

5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed

6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public or for members of the public to offer public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

*(cf. 9323.2 - Actions by the Board)*

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person
2. State or local officials continue to impose or recommend measures to promote social distancing

## MEETINGS AND NOTICES (continued)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

*Legal Reference:*EDUCATION CODE

- 35140 Time and place of meetings
- 35143 Annual organizational meeting, date, and notice
- 35144 Special meeting
- 35145 Public meetings
- 35145.5 Agenda; public participation; regulations
- 35146 Closed sessions in connection with a student
- 35147 Open meeting law exceptions and applications

GOVERNMENT CODE

- 3511.1 Local agency executives
- 6252-6270 California Public Records Act**
- 8625-8629 California Emergency Services Act**
- 11135 State programs and activities; prohibition of discrimination
- 54950-54963 The Ralph M. Brown Act, especially:
- 54953 Meetings to be open and public; attendance; **teleconference**
- 54954 Time and place of regular meetings
- 54954.2 Agenda posting requirements, board actions
- 54956 Special meetings; call; notice
- 54956.5 Emergency meetings

UNITED STATES CODE, TITLE 42

- 12101-12213 Americans with Disabilities Act
- CODE OF FEDERAL REGULATIONS, TITLE 28
- 35.160 Effective communications for individuals with disabilities
- 36.303 Auxiliary aids and services for individuals with disabilities

COURT DECISIONS

- Garnier v. Poway Unified School District; (S.D. Cal. September 26, 2019) No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)
- Knight First Amendment Institute at Columbia University v. Trump; (2019) 928 F.3d 226 (2019)
- Wolfe v. City of Fremont; (2006) 144 Cal.App. 4th 533 54433

ATTORNEY GENERAL OPINIONS

- 88 Ops. Cal. Atty. Gen. 218 (2005)
- 84 Ops. Cal. Atty. Gen. 181 (2001)
- 84 Ops. Cal. Atty. Gen. 30 (2001)
- 79 Ops. Cal. Atty. Gen. 69 (1996)
- 78 Ops. Cal. Atty. Gen. 327 (1995)

*Management Resources: (see next page)*



MEETINGS AND NOTICES (continued)

*Management Resources:*

CSBA PUBLICATIONS

*The Brown Act: School Boards and Open Meeting Laws, rev. 2019*

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

*The ABCs of Open Government Laws*

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

*Open and Public ~~V~~ ~~H~~: A Guide to the Ralph M. Brown Act, 2016 2nd Ed., 2010*

WEB SITES

CSBA: <http://www.csba.org>

CSBA, GAMUT Meetings:

<http://www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy>

California Attorney General's Office: <http://oag.ca.gov/home>

Institute for Local Government: <http://www.ca-ilg.org>

League of California Cities: <http://www.cacities.org>

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Policy Reference UPDATE Service

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