

VISION:
Every student will
achieve their highest
educational goals.

MOTTO:
Students First!

Pierce Joint Unified School District
540A 6th Street
P.O. Box 239
Arbuckle CA 95912
(530) 476-2892 * (530) 476-2289 Fax

MISSION:
The Pierce Joint Unified
School District is committed
to provide a highly qualified
staff in a safe and healthy
learning environment.
Parents and community
members are partners in our
education community.

BOARD OF TRUSTEES REGULAR MEETING
PIERCE TECHNOLOGY BUILDING
940A WILDWOOD RD, ARBUCKLE CA 95912

THURSDAY APRIL 15, 2021 5:00 p.m.

AGENDA

Governing Board

Amy Charter, President

Abel Gomez, Vice President

Barbara Bair, Board Clerk

John R. Friel, Member

George Green, Member

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 540A 6th Street, Arbuckle CA 95912, during normal business hours.

Message from the Board President:

This meeting is being recorded and may capture sounds of those attending the meeting.

**Pierce Joint Unified will hold its regularly scheduled board meeting on
Thursday, April 15, 2021 at 5 p.m.**

Colusa County is now in the Orange Tier. In-Person attendance at Board Meetings is permitted at 50% capacity which is 24. With the required attendance of Board Members, Administrators and District Office staff, this leaves 12 spots open for public attendance.

Please remember that social distancing and mask wearing is mandatory.

Please know that you may join the meeting by phone and/or video.

Public comment will be included during this regular meeting and will be heard at 6 p.m.

**To join the meeting, dial 1-314-474-2549 and enter PIN 642 565 247#
(be sure to include the # in the PIN)**

Remember: to mute or unmute your phone, press *6

The chat box will be monitored during the meeting, if you have a question or would like to speak, please use the chat box to alert the meeting organizer.

1. CALL TO ORDER

A. *Pledge of Allegiance*

2. APPROVAL OF AGENDA

ACTION

3. HEARING OF THE PUBLIC – 6:00 p.m.

(Speakers will be given three (3) minutes to speak with a twenty (20) minute limit per topic)

2020/21 Board Goals:

1. Pierce Joint Unified School District students will graduate high school college and career ready.
2. Pierce Joint Unified School District students will feel a sense of connectedness academically, socially, and physically in their schools.
3. Pierce Joint Unified School District will engage families and members of the greater school community as educational partners.



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|--|----------------------------|
| 4. Student Body Club Reports | INFORMATION |
| 5. PRINCIPAL'S REPORTS | INFORMATION |
| A. Arbuckle Elementary School/Grand Island Elementary School | |
| B. Lloyd G. Johnson Junior High School | |
| C. Pierce High School/Arbuckle Alternative High School | |
| 6. REPORTS: | INFORMATION/
DISCUSSION |
| A. Math Adoption Report | |
| B. Esports Report | |
| C. Transportation/Facilities Report | |
| 1. 5-Year Deferred Maintenance Plan | |
| D. Technology Report | |
| E. Math Protocol Placement Policy Report | |
| F. Summer School Report | |
| G. FAQ Webpage Report | |
| H. Williams Complaint Procedure Quarterly Report – 3rd Quarter 2020/21 | |
| I. 2020/21 3rd Quarter Discipline Report | |
| J. Annual Interdistrict Transfer Report | |
| K. Citizens' Bond Oversight Committee Meeting Report | |
| L. DELAC Meeting Report | |
| 7. PJUEA (Pierce Joint Unified Educators Association) Report | INFORMATION |
| 8. CSEA (California School Employees Association) Report | INFORMATION |
| 9. Consider and approve Memorandum of Understanding between the California School Employees Association (CSEA) and its Pierce Chapter #97 and the Pierce Joint Unified School District for the 2020/21 School Year - One-Time Payment of 3.5% Off of the 2020/21 Salary Schedule Retroactive to July 1, 2020 Based on Regular Contacted Annual Salary and Increase to Health Benefits Annual Cap Beginning July 1, 2021 | ACTION |
| 10. Consider and approve Public Disclosure of Proposed Collective Bargaining Agreement between the California School Employees Association (CSEA) and its Pierce Chapter #97 and the Pierce Joint Unified School District for the 2020/21 School Year | ACTION |
| 11. Consider and approve Resolution #20/21 – 18: Budget Revision | ACTION |
| 12. Consider and approve Resolution #20/21 – 19: Authorizing the Issuance and Sale of 2021 General Obligation Refunding Bonds in an Aggregate Principal Amount Not to Exceed \$15,000,000 to Refinance Outstanding General Obligation Bonds of the District, and Approving Related Documents and Actions | ACTION |
| 13. Consider and approve Pierce Joint Unified School District Library Plan | ACTION |

- 14. Consider and approve **Official 2021 Delegate Assembly Run-Off Ballot – Subregion 4-C** ACTION

- 15. Consider and approve Consent Agenda: ACTION
 - A. Minutes of March 11, 2021 Regular Board Meeting**
 - B. Minutes of March 19, 2021 Special Board Meeting**
 - C. Warrant List for March 2021**
 - D. Interdistrict Transfers**
 - 1. Transferring OUT for the 2020/21 School Year:
 - a. One (1) Student to Williams CA – continuing
 - b. One (1) Student to Willows CA – new
 - 2. Transferring OUT for the 2021/22 School Year:
 - a. Five (5) Students to Woodland CA – (2) new
 - b. One (1) Student to Colusa CA – continuing
 - 3. Transferring IN for the 2020/21 School Year:
 - a. Four (4) Students from Maxwell CA - continuing
 - 4. Transferring IN for the 2021/22 School Year:
 - a. Five (5) Students from Williams CA – (1) new
 - E. Donations:**
 - 1. Suellen Witham – AES Library
 - 2. Angelica Perez – AES Student Journals
 - F. Contracts:**
 - 1. **Developer Fee Justification Study 2022 Fee Proposal from King Consulting**

- 16. **BOARD POLICIES:** FIRST READING/
A. **FIRST READING:** POSSIBLE
ACTION
 - 1. **BP 3110 – Transfer of Funds**
 - 2. **BP/AR 3230 – Federal Grant Funds**
 - 3. **AR 3311.2 – Lease-Leaseback Contracts**
 - 4. **AR 3311.3 – Design-Build Contracts**
 - 5. **AR 3320 – Claims and Actions Against the District**
 - 6. **BP 3452 – Student Activity Funds**
 - 7. **BP 3600 – Consultants**
 - 8. **Exhibit 4112.9/4212.9/4312.9 – Employee Notifications**
 - 9. **AR 4161.2/4261.2/4361.2 – Personal Leaves**
 - 10. **AR 4161.8/4361.8/4361.8 – Family Care and Medical Leave**
 - 11. **BP/AR 6142.8 – Comprehensive Health Education**
 - 12. **BP 7210 – Facilities Financing**

- 17. Items to be agendized for the next regular meeting:

- 18. Superintendent’s Report

- 19. Board President Report

20. CLOSED SESSION:

ACTION

- A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

Certification	Position	Status
Certificated	Substitute Teacher (5) positions	Hiring
Certificated	ELD Teacher	Retirement
Certificated	History Teacher	Resignation
Certificated	Art Teacher	Resignation
Classified	Substitute Para Educator (2) positions	Hiring
Coach	Esports Coach	Hiring
Certificated	English Teacher	Resignation
Certificated	District Literacy Coach	Hiring
Coach	Varsity Softball Head Coach	Hiring
Coach	Varsity Baseball Head Coach	Hiring
Coach	Head Cheer Coach	Hiring
Coach	Assistant Cheer Coach	Volunteer
Coach	Girls' Varsity Soccer Head Coach	Hiring

- B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal/release
- C. CONFERENCE WITH LABOR NEGOTIATOR: Pursuant to Government Code sec. 54957.6, the Board will meet in CLOSED SESSION to give direction to Agency Negotiator, Carol Geyer, regarding negotiations with PJUEA (Pierce Joint Unified Educators Association) and CSEA (California School Employees Association)
- D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Superintendent: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION for Superintendent’s evaluation

21. OPEN SESSION: Report ACTION taken in CLOSED SESSION:

ACTION

- A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

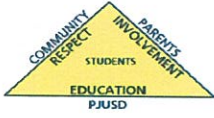
Certification	Position	Status
Certificated	Substitute Teacher (5) positions	Hiring
Certificated	ELD Teacher	Retirement
Certificated	History Teacher	Resignation
Certificated	Art Teacher	Resignation
Classified	Substitute Para Educator (2) positions	Hiring
Coach	Esports Coach	Hiring
Certificated	English Teacher	Resignation
Certificated	District Literacy Coach	Hiring
Coach	Varsity Softball Head Coach	Hiring
Coach	Varsity Baseball Head Coach	Hiring
Coach	Head Cheer Coach	Hiring
Coach	Assistant Cheer Coach	Volunteer

Coach	Girls' Varsity Soccer Head Coach	Hiring
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- B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal/release
- C. CONFERENCE WITH LABOR NEGOTIATOR: Pursuant to Government Code sec. 54957.6, the Board will meet in CLOSED SESSION to give direction to Agency Negotiator, Carol Geyer, regarding negotiations with PJUEA (Pierce Joint Unified Educators Association) and CSEA (California School Employees Association)
- D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Superintendent: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION for Superintendent’s evaluation

22. Adjourn

In compliance with the American with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact our office at (530) 476-2892 x13000. Notification at least 48 hours prior to the meeting will enable the office to make reasonable arrangements to ensure accessibility to the Board meeting. (Government Code § 54954.2)



PIERCE JOINT UNIFIED SCHOOL DISTRICT

April 15, 2021

DEFERRED MAINTENANCE PLAN

DEFERRED MAINTENANCE EXPENDITURE PLAN
2020/21 Fiscal Year

Template Revised 4/7/2021

NOTE: Unit pricing based upon 2017 dollars - future years after 2018 calculated at +8% for each year



PIERCE HS - 960 Wildwood Road

School	Assessed System	TYPE	Bldg.	Bench Mark Date	UNIT	U/C*	QTY	Beginning Values 2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	
Pierce HS	Electric	Clocks/Bells	All	2019	sq. ft.	\$ 1.75	80,000	\$ 140,000.00	\$ 151,200.00	\$ 163,296.00	\$ 176,359.68	\$ 190,468.45	\$ 205,705.93	
Pierce HS	Electric	Fire Alarm	All	2005	sq. ft.	\$ 4.50	80,000	\$ 360,000.00	\$ 388,800.00	\$ 419,904.00	\$ 453,496.32	\$ 489,776.03	\$ 528,958.11	
Pierce HS	Electric	Lighting	All	2017	sq. ft.	\$ 3.85	80,000	\$ 308,000.00	\$ 332,640.00	\$ 359,251.20	\$ 387,991.30	\$ 419,030.60	\$ 452,553.05	
Pierce HS	Electric	Intercom/Phone	All	2017	sq. ft.	\$ 0.50	80,000	\$ 40,000.00	\$ 43,200.00	\$ 46,656.00	\$ 50,388.48	\$ 54,419.56	\$ 58,773.12	
Pierce HS	Electric	Stadium Lighting	All	2009	LS	\$ 15,000.00	4	\$ 60,000.00	\$ 64,800.00	\$ 69,984.00	\$ 75,582.72	\$ 81,629.34	\$ 88,159.68	
Pierce HS	Floors	Carpet	All	2009	sq. ft.	\$ 4.50	62,500	\$ 281,250.00	\$ 303,750.00	\$ 328,050.00	\$ 354,294.00	\$ 382,637.52	\$ 413,248.52	
Pierce HS	Floors	VCT	Kit & RR's	2005	sq. ft.	\$ 7.50	25,000	\$ 187,500.00	\$ 202,500.00	\$ 218,700.00	\$ 236,196.00	\$ 255,091.68	\$ 275,499.01	
Pierce HS	Floors	Wood	(2) Gym	1980	sq. ft.	\$ 18.00	16,000	\$ 288,000.00	\$ 311,040.00	\$ 335,923.20	\$ 362,797.06	\$ 391,820.82	\$ 423,166.49	
Pierce HS	HVAC	Wall Units	Ports	2000	ea	\$ 6,500.00	8	\$ 52,000.00	\$ 56,160.00	\$ 60,652.80	\$ 65,505.02	\$ 70,745.43	\$ 76,405.06	
Pierce HS	HVAC	Controls	Perm. Bldgs	2005	ea	\$ 1,800.00	45	\$ 81,000.00	\$ 87,480.00	\$ 94,478.40	\$ 102,036.67	\$ 110,199.61	\$ 119,015.57	
Pierce HS	HVAC	Controls	Portables	2005	ea	\$ 1,800.00	8	\$ 14,400.00	\$ 15,552.00	\$ 16,796.16	\$ 18,139.85	\$ 19,591.04	\$ 21,158.32	
Pierce HS	HVAC	Package	All	2010	ea	\$ 8,500.00	38	\$ 323,000.00	\$ 348,840.00	\$ 376,747.20	\$ 406,886.98	\$ 439,437.93	\$ 474,592.97	
Pierce HS	Paint	Interior	All	2005	sq. ft.	\$ 1.80	80,000	\$ 144,000.00	\$ 155,520.00	\$ 167,961.60	\$ 181,398.53	\$ 195,910.41	\$ 211,583.24	
Pierce HS	Paint	Paint - Exterior/trim	All	2017	sq. ft.	\$ 2.00	80,000	\$ 160,000.00	\$ 172,800.00	\$ 186,624.00	\$ 201,553.92	\$ 217,678.23	\$ 235,092.49	
Pierce HS	Site	Landscape/Irrigation	All	1975	sq. ft.	\$ 4.50	80,000	\$ 360,000.00	\$ 388,800.00	\$ 419,904.00	\$ 453,496.32	\$ 489,776.03	\$ 528,958.11	
Pierce HS	Site	FB Bleachers/Press	All	2018	ea.	\$ 450,000.00	1	\$ 450,000.00	\$ 486,000.00	\$ 524,880.00	\$ 566,870.40	\$ 612,220.03	\$ 661,197.63	
Pierce HS	Paving	Sidewalks	All	1970	sq. ft.	\$ 15.00	62,000	\$ 930,000.00	\$ 1,004,400.00	\$ 1,084,752.00	\$ 1,171,532.16	\$ 1,265,254.73	\$ 1,366,475.11	
Pierce HS	Paving	Replacement	All	2000	sq. ft.	\$ 8.50	105,800	\$ 899,300.00	\$ 971,244.00	\$ 1,048,943.52	\$ 1,132,859.00	\$ 1,223,487.72	\$ 1,321,366.74	
Pierce HS	Paving	Seal/Stripe	Parking	??	sq. ft.	\$ 0.45	105,800	\$ 47,610.00	\$ 51,418.80	\$ 55,532.30	\$ 59,974.89	\$ 64,772.88	\$ 69,954.71	
Pierce HS	Paving	Dirt	Track	0	ea	\$ 25,000.00	1	\$ 25,000.00	\$ 27,000.00	\$ 29,160.00	\$ 31,492.80	\$ 34,012.22	\$ 36,733.20	
Pierce HS	Paving	Dirt/AC	Bus Parking	2020	sq. ft.	\$ 3.90	44,500	\$ 173,550.00	\$ 187,434.00	\$ 202,428.72	\$ 218,623.02	\$ 236,112.86	\$ 255,001.89	
Pierce HS	Paving	Recoat	Tennis	2000	sq. ft.	\$ 3.00	59,800	\$ 179,400.00	\$ 193,752.00	\$ 209,252.16	\$ 225,992.33	\$ 244,071.72	\$ 263,597.46	
Pierce HS	Plumbing	RR Fixtures	All	1967	sq. ft.	\$ 3.10	190,000	\$ 589,000.00	\$ 636,120.00	\$ 687,009.60	\$ 741,970.37	\$ 801,328.00	\$ 865,434.24	
Pierce HS	Plumbing	Mains/other	All	1937	LS	\$ 350,000.00	1	\$ 350,000.00	\$ 378,000.00	\$ 408,240.00	\$ 440,899.20	\$ 476,171.14	\$ 514,264.83	
Pierce HS	Roofs	Replace S.P.	Bldg A	2012	sq. ft.	\$ 12.00	30,300	\$ 363,600.00	\$ 392,688.00	\$ 424,103.04	\$ 458,031.28	\$ 494,673.79	\$ 534,247.69	
Pierce HS	Roofs	Replace S.P.	Bldg B	2017	sq. ft.	\$ 15.00	14,000	\$ 210,000.00	\$ 226,800.00	\$ 244,944.00	\$ 264,539.52	\$ 285,702.68	\$ 308,558.90	
Pierce HS	Roofs	Replace S.P.	Bldg C	2019	sq. ft.	\$ 9.00	9,000	\$ 81,000.00	\$ 87,480.00	\$ 94,478.40	\$ 102,036.67	\$ 110,199.61	\$ 119,015.57	
Pierce HS	Roofs	Replace S.P.	Bldg D	2005	sq. ft.	\$ 15.00	3,100	\$ 46,500.00	\$ 50,220.00	\$ 54,237.60	\$ 58,576.61	\$ 63,262.74	\$ 68,323.76	
Pierce HS	Roofs	Replace S.P.	Bldg E	2005	sq. ft.	\$ 15.00	7,700	\$ 115,500.00	\$ 124,740.00	\$ 134,719.20	\$ 145,496.74	\$ 157,136.47	\$ 169,707.39	
Pierce HS	Roofs	Replace S.P.	Ag Bldg.	2019	sq. ft.	\$ 15.00	14,000	\$ 210,000.00	\$ 226,800.00	\$ 244,944.00	\$ 264,539.52	\$ 285,702.68	\$ 308,558.90	
Pierce HS	Roofs	Replace S.P.	Portables	1990	ea.	\$ 13,500.00	8	\$ 108,000.00	\$ 116,640.00	\$ 125,971.20	\$ 136,048.90	\$ 146,932.81	\$ 158,687.43	
Pierce HS	Roofs	Replace S.P.	MPR	2018	sq. ft.	\$ 15.00	8,900	\$ 133,500.00	\$ 144,180.00	\$ 155,714.40	\$ 168,171.55	\$ 181,625.28	\$ 196,155.30	
Pierce HS	Wall Systems	Windows	All	2005	sq. ft.	\$ 17.00	30,000	\$ 510,000.00	\$ 550,800.00	\$ 594,864.00	\$ 642,453.12	\$ 693,849.37	\$ 749,357.32	
Pierce HS	Wall Systems	Lockers	All	1970	ea.	\$ 85.00	500	\$ 42,500.00	\$ 45,900.00	\$ 49,572.00	\$ 53,537.76	\$ 57,820.78	\$ 62,446.44	
Pierce HS	Wall Systems	Doors	All	1960	ea.	\$ 600.00	200	\$ 120,000.00	\$ 129,600.00	\$ 139,968.00	\$ 151,165.44	\$ 163,258.68	\$ 176,319.37	
Pierce HS	Wall Systems	Locksets	All	2005	ea	\$ 300.00	200	\$ 60,000.00	\$ 64,800.00	\$ 69,984.00	\$ 75,582.72	\$ 81,629.34	\$ 88,159.68	
Pierce HS	Wall Systems	Gym Bleachers	Girls Gym	2018	ea.	\$ 45,000.00	1	\$ 45,000.00	\$ 48,600.00	\$ 52,488.00	\$ 56,687.04	\$ 61,222.00	\$ 66,119.76	
Pierce HS	Wall Systems	*Gym Bleachers (add Ele)	Main Gym	2015	ea	\$ 175,000.00	1	\$ 175,000.00	\$ 189,000.00	\$ 204,120.00	\$ 220,449.60	\$ 238,085.57	\$ 257,132.41	
Pierce HS	Wall Systems	Wall Covering	Relocatables	1990	sq. yd.	\$ 15.00	2,280	\$ 34,200.00	\$ 36,936.00	\$ 39,890.88	\$ 43,082.15	\$ 46,528.72	\$ 50,251.02	
								Site Total DM by Yr	\$ 851,500.00	\$ 151,200.00	\$ 1,066,731.12	\$ 31,492.80	\$ 1,033,971.61	\$ 916,860.72
								Sub Totals	\$ 8,697,810.00	\$ 9,544,834.80	\$ 10,308,422.00	\$ 11,133,095.00	\$ 12,023,743.00	\$ 12,985,642.00
								Actuals	\$ 203,300.00	\$ 30,510.00	\$ 372,397.00	\$ 116,100.00		



PIERCE JOINT UNIFIED SCHOOL DISTRICT

April 15, 2021

DEFERRED MAINTENANCE PLAN

Lloyd Johnson MS - 938 Wildwood Road

School	Assessed System	TYPE	Bldg.	Bench Mark Date	UNIT	U/C*	QTY	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
L. Johnson MS	Electric	Clocks/Bells	All	2005	sq. ft.	\$ 1.75	36,000	\$ 63,000.00	\$ 68,040.00	\$ 73,483.20	\$ 79,361.86	\$ 85,710.80	\$ 92,567.67
L. Johnson MS	Electric	Fire Alarm	All	2005	sq. ft.	\$ 3.50	36,000	\$ 126,000.00	\$ 136,080.00	\$ 146,966.40	\$ 158,723.71	\$ 171,421.61	\$ 185,135.34
L. Johnson MS	Electric	Lighting	All	2017	sq. ft.	\$ 3.85	36,000	\$ 138,600.00	\$ 149,688.00	\$ 161,663.04	\$ 174,596.08	\$ 188,563.77	\$ 203,648.87
L. Johnson MS	Electric	Intercom/Phone	All	2017	sq. ft.	\$ 0.50	36,000	\$ 18,000.00	\$ 19,440.00	\$ 20,995.20	\$ 22,674.82	\$ 24,488.80	\$ 26,447.91
L. Johnson MS	Floors	Carpet	All	2005	sq. ft.	\$ 4.50	13,500	\$ 60,750.00	\$ 65,610.00	\$ 70,858.80	\$ 76,527.50	\$ 82,649.70	\$ 89,261.68
L. Johnson MS	Floors	VCT	Kit & RR's	2005	sq. ft.	\$ 7.50	1,500	\$ 11,250.00	\$ 12,150.00	\$ 13,122.00	\$ 14,171.76	\$ 15,305.50	\$ 16,529.94
L. Johnson MS	Floors	Vinyl	Gyms	2005	sq. ft.	\$ 12.00	20,918	\$ 251,016.00	\$ 271,097.28	\$ 292,785.06	\$ 316,207.87	\$ 341,504.50	\$ 368,824.86
L. Johnson MS	HVAC	Wall Units	Relocatables	2005	ea	\$ 6,500.00	7	\$ 45,500.00	\$ 49,140.00	\$ 53,071.20	\$ 57,316.90	\$ 61,902.25	\$ 66,854.43
L. Johnson MS	HVAC	Package	All	2018	ea	\$ 8,000.00	16	\$ 128,000.00	\$ 138,240.00	\$ 149,299.20	\$ 161,243.14	\$ 174,142.59	\$ 188,073.99
L. Johnson MS	HVAC	Controls	All	2005	ea.	\$ 1,800.00	24	\$ 43,200.00	\$ 46,656.00	\$ 50,388.48	\$ 54,419.56	\$ 58,773.12	\$ 63,474.97
L. Johnson MS	Paint	Interior	All	2005	sq. ft.	\$ 1.40	36,000	\$ 50,400.00	\$ 54,432.00	\$ 58,786.56	\$ 63,489.48	\$ 68,568.64	\$ 74,054.14
L. Johnson MS	Paint	Exterior	All	2005/19	sq. ft.	\$ 1.75	36,000	\$ 63,000.00	\$ 68,040.00	\$ 73,483.20	\$ 79,361.86	\$ 85,710.80	\$ 92,567.67
L. Johnson MS	Paving	Replace	Hard Court	2020	sq. ft.	\$ 4.25	20,300	\$ 86,275.00	\$ 93,177.00	\$ 100,631.16	\$ 108,681.65	\$ 117,376.19	\$ 126,766.28
L. Johnson MS	Paving	Replace	All	2005	sq. ft.	\$ 5.00	45,000	\$ 225,000.00	\$ 243,000.00	\$ 262,440.00	\$ 283,435.20	\$ 306,110.02	\$ 330,598.82
L. Johnson MS	Paving	Seal/Stripe	Parking	2019	sq. ft.	\$ 0.25	18,500	\$ 4,625.00	\$ 4,995.00	\$ 5,394.60	\$ 5,826.17	\$ 6,292.26	\$ 6,795.64
L. Johnson MS	Paving	Sidewalks	All	2005	sq. ft.	\$ 15.00	12,000	\$ 180,000.00	\$ 194,400.00	\$ 209,952.00	\$ 226,748.16	\$ 244,888.01	\$ 264,479.05
L. Johnson MS	Roofs	Replace S.P.	Portables	2017	sq. ft.	\$ 15.00	9,000	\$ 135,000.00	\$ 145,800.00	\$ 157,464.00	\$ 170,061.12	\$ 183,666.01	\$ 198,359.29
L. Johnson MS	Roofs	Replace Metal	Main Bldgs	2005	sq. ft.	\$ 20.00	24,000	\$ 480,000.00	\$ 518,400.00	\$ 559,872.00	\$ 604,661.76	\$ 653,034.70	\$ 705,277.48
L. Johnson MS	Wall Systems	CMU	All	2005	sf. ft.	\$ 37.00	16,000	\$ 592,000.00	\$ 639,360.00	\$ 690,508.80	\$ 745,749.50	\$ 805,409.46	\$ 869,842.22
L. Johnson MS	Wall Systems	Windows	All	2005	sf. ft.	\$ 17.00	9,500	\$ 161,500.00	\$ 174,420.00	\$ 188,373.60	\$ 203,443.49	\$ 219,718.97	\$ 237,296.48
L. Johnson MS	Wall Systems	Locksets	All	2005	ea	\$ 300.00	45	\$ 13,500.00	\$ 14,580.00	\$ 15,746.40	\$ 17,006.11	\$ 18,366.60	\$ 19,835.93
L. Johnson MS	Wall Systems	Wall Covering	Relocatables	2005	sq. yd.	\$ 15.00	680	\$ 10,200.00	\$ 11,016.00	\$ 11,897.28	\$ 12,849.06	\$ 13,876.99	\$ 14,987.15
L. Johnson MS	Wall Systems	Gym Wall Pads	Main Gym	2005	ea	\$ 1,500.00	8	\$ 12,000.00	\$ 12,960.00	\$ 13,996.80	\$ 15,116.54	\$ 16,325.87	\$ 17,631.94
Site Total DM by YR								\$ 291,600.00	\$ 68,040.00	\$ 5,394.60	\$ 108,681.65	\$ 236,044.83	\$ 17,631.94
Sub Totals								\$ 2,898,816.00	\$ 3,198,761.28	\$ 3,386,573.58	\$ 3,760,354.95	\$ 3,943,807.17	\$ 4,259,311.74
Actuals								\$ 115,000.00	\$ 5,600.00	\$ 9,660.00	\$ 108,681.65		





PIERCE JOINT UNIFIED SCHOOL DISTRICT

April 15, 2021

DEFERRED MAINTENANCE PLAN

Arbuckle ES - 701 Hall Street

School	Assessed System	TYPE	Bldg.	Bench Mark Date	UNIT	U/C*	QTY	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
Arbuckle ES	Electric	Clocks/Bells	All	2018	sq. ft.	\$ 1.75	47,000	\$ 82,250.00	\$ 88,830.00	\$ 95,936.40	\$ 103,611.31	\$ 111,900.22	\$ 120,852.23
Arbuckle ES	Electric	Fire Alarm	All	2005	sq. ft.	\$ 3.50	47,000	\$ 164,500.00	\$ 177,660.00	\$ 191,872.80	\$ 207,222.62	\$ 223,800.43	\$ 241,704.47
Arbuckle ES	Electric	Lighting	All	2017	sq. ft.	\$ 3.85	47,000	\$ 180,950.00	\$ 195,426.00	\$ 211,060.08	\$ 227,944.89	\$ 246,180.48	\$ 265,874.92
Arbuckle ES	Electric	Intercom/Phone	All	2017	sq. ft.	\$ 0.50	47,000	\$ 23,500.00	\$ 25,380.00	\$ 27,410.40	\$ 29,603.23	\$ 31,971.49	\$ 34,529.21
Arbuckle ES	Floors	Carpet	All	2009	sq. ft.	\$ 4.50	38,000	\$ 171,000.00	\$ 184,680.00	\$ 199,454.40	\$ 215,410.75	\$ 232,643.61	\$ 251,255.10
Arbuckle ES	Floors	VCT	Kit & RR's	2005	sq. ft.	\$ 7.50	9,000	\$ 67,500.00	\$ 72,900.00	\$ 78,732.00	\$ 85,030.56	\$ 91,833.00	\$ 99,179.65
Arbuckle ES	HVAC	Wall Units	Ports	2017/19	ea	\$ 6,500.00	14	\$ 91,000.00	\$ 98,280.00	\$ 106,142.40	\$ 114,633.79	\$ 123,804.50	\$ 133,708.85
Arbuckle ES	HVAC	Controls	Perm. Bldgs	2017/19	ea	\$ 1,800.00	20	\$ 36,000.00	\$ 38,880.00	\$ 41,990.40	\$ 45,349.63	\$ 48,977.60	\$ 52,895.81
Arbuckle ES	HVAC	Controls	Portables	2017/18/19	ea	\$ 1,800.00	14	\$ 25,200.00	\$ 27,216.00	\$ 29,393.28	\$ 31,744.74	\$ 34,284.32	\$ 37,027.07
Arbuckle ES	HVAC	Package	All	2017/19	ea	\$ 8,500.00	34	\$ 289,000.00	\$ 312,120.00	\$ 337,089.60	\$ 364,056.77	\$ 393,181.31	\$ 424,635.81
Arbuckle ES	Paint	Interior	All	2005	sq. ft.	\$ 1.80	47,000	\$ 84,600.00	\$ 91,368.00	\$ 98,677.44	\$ 106,571.64	\$ 115,097.37	\$ 124,305.16
Arbuckle ES	Paint	Paint - Exterior/trim	All	2017	sq. ft.	\$ 2.00	47,000	\$ 94,000.00	\$ 101,520.00	\$ 109,641.60	\$ 118,412.93	\$ 127,885.96	\$ 138,116.84
Arbuckle ES	Site	Landscape/Irrigation	All	1975	sq. ft.	\$ 4.50	40,000	\$ 180,000.00	\$ 194,400.00	\$ 209,952.00	\$ 226,748.16	\$ 244,888.01	\$ 264,479.05
Arbuckle ES	Paving	Sidewalks	All	1970	sq. ft.	\$ 15.00	24,000	\$ 360,000.00	\$ 388,800.00	\$ 419,904.00	\$ 453,496.32	\$ 489,776.03	\$ 528,958.11
Arbuckle ES	Paving	Replacement	All	2000	sq. ft.	\$ 8.50	32,000	\$ 272,000.00	\$ 293,760.00	\$ 317,260.80	\$ 342,641.66	\$ 370,053.00	\$ 399,657.24
Arbuckle ES	Paving	Seal/Stripe	Parking	2007	sq. ft.	\$ 1.50	12,000	\$ 18,000.00	\$ 19,440.00	\$ 20,995.20	\$ 22,674.82	\$ 24,488.80	\$ 26,447.91
Arbuckle ES	Paving	Dirt	Track	2000	ea	\$ 25,000.00	1	\$ 25,000.00	\$ 27,000.00	\$ 29,160.00	\$ 31,492.80	\$ 34,012.22	\$ 36,733.20
Arbuckle ES	Site	Play Equipment	All	2000	ea.	\$ 60,000.00	2	\$ 120,000.00	\$ 129,600.00	\$ 139,968.00	\$ 151,165.44	\$ 163,258.68	\$ 176,319.37
Arbuckle ES	Plumbing	RR Fixtures	All	1967	sq. ft.	\$ 3.10	47,000	\$ 145,700.00	\$ 157,356.00	\$ 169,944.48	\$ 183,540.04	\$ 198,223.24	\$ 214,081.10
Arbuckle ES	Plumbing	Mains/other	All	1937	LS	\$ 275,000.00	1	\$ 275,000.00	\$ 297,000.00	\$ 320,760.00	\$ 346,420.80	\$ 374,134.46	\$ 404,065.22
Arbuckle ES	Roofs	Replace S.P.	B400/500/600	2019	sq. ft.	\$ 15.00	11,000	\$ 165,000.00	\$ 178,200.00	\$ 192,456.00	\$ 207,852.48	\$ 224,480.68	\$ 242,439.13
Arbuckle ES	Roofs	Replace Built Up	B100/200/700	2005	sq. ft.	\$ 18.00	12,000	\$ 216,000.00	\$ 233,280.00	\$ 251,942.40	\$ 272,097.79	\$ 293,865.62	\$ 317,374.86
Arbuckle ES	Roofs	Replace S.P.	Portables	2018	ea.	\$ 13,500.00	14	\$ 189,000.00	\$ 204,120.00	\$ 220,449.60	\$ 238,085.57	\$ 257,132.41	\$ 277,703.01
Arbuckle ES	Roofs	Replace S.P.	B300/MPR	2018	sq. ft.	\$ 20.52	13,000	\$ 266,760.00	\$ 288,100.80	\$ 311,148.86	\$ 336,040.77	\$ 362,924.03	\$ 391,957.96
Arbuckle ES	Wall Systems	Windows	All	??	sq. ft.	\$ 17.00	23,500	\$ 399,500.00	\$ 431,460.00	\$ 465,976.80	\$ 503,254.94	\$ 543,515.34	\$ 586,996.57
Arbuckle ES	Wall Systems	Doors	All	??	ea.	\$ 600.00	90	\$ 54,000.00	\$ 58,320.00	\$ 62,985.60	\$ 68,024.45	\$ 73,466.40	\$ 79,343.72
Arbuckle ES	Wall Systems	Locksets	All	??	ea	\$ 300.00	90	\$ 27,000.00	\$ 29,160.00	\$ 31,492.80	\$ 34,012.22	\$ 36,733.20	\$ 39,671.66
Arbuckle ES	Wall Systems	Wall Covering	Relocatables	1990	sq. yd.	\$ 15.00	2,280	\$ 34,200.00	\$ 36,936.00	\$ 39,890.88	\$ 43,082.15	\$ 46,528.72	\$ 50,251.02
Site Total DM by YR								\$ 601,210.00	\$ 141,426.00	\$ 221,849.28	\$ 35,000.00	\$ 248,289.24	\$ -
Sub Totals								\$ 4,056,660.00	\$ 4,381,192.80	\$ 4,731,688.22	\$ 5,110,223.28	\$ 5,519,041.14	\$ 5,960,564.44
Actuals								\$ 375,060.00	\$ 167,937.00	\$ 221,628.00	\$ 35,000.00		



PIERCE JOINT UNIFIED SCHOOL DISTRICT

April 15, 2021

DEFERRED MAINTENANCE PLAN



Grand Island ES - 551 Leven Street													
School	Assessed System	TYPE	Bldg.	Benck Mark Date	UNIT	U/C*	QTY	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
Grand Island ES	Electric	Clocks/Bells	All	2005	sq. ft.	\$ 1.75	10,800	\$ 18,900.00	\$ 20,412.00	\$ 22,044.96	\$ 23,808.56	\$ 25,713.24	\$ 27,770.30
Grand Island ES	Electric	Fire Alarm	All	2005	sq. ft.	\$ 3.50	10,800	\$ 37,800.00	\$ 40,824.00	\$ 44,089.92	\$ 47,617.11	\$ 51,426.48	\$ 55,540.60
Grand Island ES	Electric	Lighting	All	2017	sq. ft.	\$ 3.85	10,800	\$ 41,580.00	\$ 44,006.40	\$ 48,498.91	\$ 52,378.82	\$ 56,569.13	\$ 61,094.66
Grand Island ES	Electric	Intercom/Phone	All	2017	sq. ft.	\$ 0.50	10,800	\$ 5,400.00	\$ 5,832.00	\$ 6,298.56	\$ 6,802.44	\$ 7,346.64	\$ 7,934.37
Grand Island ES	Floors	Carpet	All	2009	sq. ft.	\$ 4.50	3,200	\$ 14,400.00	\$ 15,552.00	\$ 16,796.16	\$ 18,139.85	\$ 19,591.04	\$ 21,158.32
Grand Island ES	Floors	VCT	Kit & RR's	2005	sq. ft.	\$ 7.50	1,500	\$ 11,250.00	\$ 12,150.00	\$ 13,122.00	\$ 14,171.76	\$ 15,305.50	\$ 16,529.94
Grand Island ES	Floors	Wood in CR	All	1950	sq. ft.	\$ 18.00	2,900	\$ 52,200.00	\$ 56,376.00	\$ 60,886.08	\$ 65,756.97	\$ 71,017.52	\$ 76,698.93
Grand Island ES	HVAC	Units	Perm. Bldgs	2019	ea	\$ 8,500.00	9	\$ 76,500.00	\$ 82,620.00	\$ 89,229.60	\$ 96,367.97	\$ 104,077.41	\$ 112,403.60
Grand Island ES	HVAC	Controls	Perm. Bldgs	2005/10	ea	\$ 1,800.00	6	\$ 10,800.00	\$ 11,664.00	\$ 12,597.12	\$ 13,604.89	\$ 14,693.28	\$ 15,868.74
Grand Island ES	Paint	Interior	All	2005	sq. ft.	\$ 1.40	21,000	\$ 29,400.00	\$ 31,752.00	\$ 34,292.16	\$ 37,035.53	\$ 39,998.38	\$ 43,198.25
Grand Island ES	Paint	Paint - Exterior/trim	All	2020	sq. ft.	\$ 1.50	21,000	\$ 31,500.00	\$ 34,020.00	\$ 36,741.60	\$ 39,680.93	\$ 42,855.40	\$ 46,283.83
Grand Island ES	Site	Landscape/Irrigation	All	1975	sq. ft.	\$ 2.50	21,000	\$ 52,500.00	\$ 56,700.00	\$ 61,236.00	\$ 66,134.88	\$ 71,425.67	\$ 77,139.72
Grand Island ES	Paving	Sidewalks	All	1970	sq. ft.	\$ 15.00	9,000	\$ 135,000.00	\$ 145,800.00	\$ 157,464.00	\$ 170,061.12	\$ 183,666.01	\$ 198,359.29
Grand Island ES	Paving	Replacement	All	2000	sq. ft.	\$ 8.50	18,000	\$ 153,000.00	\$ 165,240.00	\$ 178,459.20	\$ 192,735.94	\$ 208,154.81	\$ 224,807.20
Grand Island ES	Paving	Seal/Stripe	Parking	??	sq. ft.	\$ 2.00	4,500	\$ 9,000.00	\$ 9,720.00	\$ 10,497.60	\$ 11,337.41	\$ 12,244.40	\$ 13,223.95
Grand Island ES	Site	Dirt	BB Field	??	ea	\$ 15,000.00	1	\$ 15,000.00	\$ 16,200.00	\$ 17,496.00	\$ 18,895.68	\$ 20,407.33	\$ 22,039.92
Grand Island ES	Site	Play Equipment	All	2000	ea.	\$ 45,000.00	1	\$ 45,000.00	\$ 48,600.00	\$ 52,488.00	\$ 56,687.04	\$ 61,222.00	\$ 66,119.76
Grand Island ES	Plumbing	RR Fixtures	All	1967	sq. ft.	\$ 3.10	10,800	\$ 33,480.00	\$ 36,158.40	\$ 39,051.07	\$ 42,175.16	\$ 45,549.17	\$ 49,193.10
Grand Island ES	Plumbing	Mains/other	All	1937	LS	\$ 130,000.00	1	\$ 130,000.00	\$ 140,400.00	\$ 151,632.00	\$ 163,762.56	\$ 176,863.56	\$ 191,012.65
Grand Island ES	Roofs	Replace Tile	All	1950	sq. ft.	\$ 35.00	13,000	\$ 455,000.00	\$ 491,400.00	\$ 530,712.00	\$ 573,168.96	\$ 619,022.48	\$ 668,544.27
Grand Island ES	Wall Systems	Windows	All	??	sq. ft.	\$ 17.00	10,800	\$ 183,600.00	\$ 198,288.00	\$ 214,151.04	\$ 231,283.12	\$ 249,785.77	\$ 269,768.63
Grand Island ES	Wall Systems	Doors	All	??	ea.	\$ 600.00	30	\$ 18,000.00	\$ 19,440.00	\$ 20,995.20	\$ 22,674.82	\$ 24,488.80	\$ 26,447.91
Grand Island ES	Wall Systems	Locksets	All	??	ea	\$ 300.00	30	\$ 9,000.00	\$ 9,720.00	\$ 10,497.60	\$ 11,337.41	\$ 12,244.40	\$ 13,223.95
Sub Totals								\$ 1,568,310.00	\$ 1,693,774.80	\$ 1,829,276.78	\$ 1,975,618.93	\$ 2,133,668.44	\$ 2,304,361.92
Site Total DM by Yr								\$ 46,980.00	\$ 133,358.40	\$ 61,236.00	\$ 39,680.93	\$ 96,975.65	\$ 66,119.76
Actuals								\$ 3,500.00	\$ 116,991.00	\$ 30,000.00	\$ 43,180.93		
GRAND TOTAL DM by YR								\$ 1,791,290.00	\$ 494,024.40	\$ 1,355,211.00	\$ 214,855.38	\$ 1,615,281.33	\$ 1,000,612.42
GRAND TOTAL								\$ 17,221,596.00	\$ 18,818,563.68	\$ 20,255,960.17	\$ 21,979,292.47	\$ 23,620,259.69	\$ 25,509,880.46
Grand Total Actuals								\$ 696,860.00	\$ 321,038.00	\$ 633,685.00	\$ 302,962.58		

Exhibit 6152.1-E(2): Placement In Mathematics Courses

Status: ADOPTED

Original Adopted Date: 09/24/2019 | Last Revised Date: 05/21/2020 | Last Reviewed Date: 05/21/2020

E 6152.1 Instruction

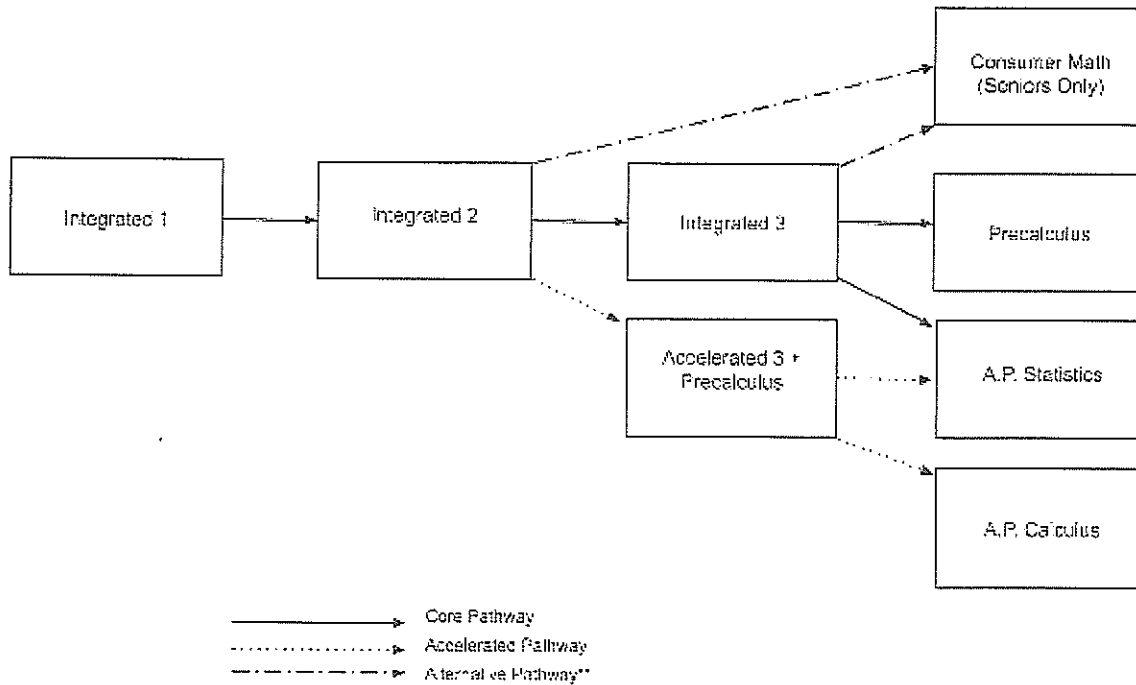
Placement in Mathematics Courses

MATH PLACEMENT PROTOCOL

District's Commitment

Students are required to pass three years of mathematics to satisfy PHS graduation requirements. Three years (four recommended) of college preparatory mathematics are required for CSU and UC college admissions. All math courses offered at PHS are college preparatory mathematics courses, with the exception of Consumer Math, which only satisfies college preparatory elective requirements.

The long-term math pathways for PHS, beginning with the graduating class of 2024, are depicted below:*



*The Alternative Pathway is intended for students who need to retake Integrated 1 their sophomore year or Integrated 2 their junior year due to a failing grade. After passing the repeated course, passing Consumer Math senior year will fulfill the 3-year graduation requirement. Juniors who fail Integrated 3 may retake the course or enroll in Consumer Math their senior year.

ACCELERATED PATHWAY

PHS will offer an acceleration option for students during their third year. The Accelerated 3 + Precalculus course covers the content of a traditional Integrated Math 3 course and Precalculus course in one year.

The three guidelines for placement in the Accelerated 3 + Precalculus course are:

- A level 4 score on the 8th grade Smarter Balanced Assessment in math
- A score within the "Level 4 Exceeding Standard" range for Spring of the current grade level at any point in the academic year on the NWEA MAP assessment in math (259 or higher for 10th graders)
- Maintain an 80% average or higher in the "Study Skills" category in their current math class gradebook (this category includes all items except assessments)

Students may request to retake the NWEA MAP assessment once per academic year.

TRANSITIONAL PATHWAYS

All students through the graduating class of 2024 have had an opportunity to accelerate under the previous model for acceleration. Therefore, the Accelerated 3 + Precalculus course will not be offered immediately. The pathways for the transitional years are listed below:

Class of 2021

Path 1: Integrated 1 → Integrated 2 → Consumer

Path 2: Integrated 1 → Integrated 2 → Integrated 3

Path 3: Integrated 1 → Integrated 2 → Integrated 3 → Consumer

Path 4: Integrated 1 → Integrated 2 → Integrated 3 → Precalculus or A.P. Statistics

Path 5: Integrated 2 → Integrated 3 → Calculus → A.P. Calculus or A.P. Statistics

Class of 2022 and Class of 2023

Path 1: Integrated 1 → Integrated 2 → Consumer

Path 2: Integrated 1 → Integrated 2 → Integrated 3

Path 3: Integrated 1 → Integrated 2 → Integrated 3 → Consumer

Path 4: Integrated 1 → Integrated 2 → Integrated 3 → Precalculus or A.P. Statistics

Path 5: Integrated 2 → Integrated 3 → Precalculus → A.P. Calculus or A.P. Statistics

*A small number of students in the graduating class of 2024 were accelerated as 8th graders, and therefore will have an alternate pathway of: *Integrated 2 → Integrated 3 → Precalculus → A.P. Calculus or A.P. Statistics*

MATH GRADES AND VALIDATION

Grades of D and above satisfy PHS graduation requirements, but grades of D and below do not satisfy A-G college entrance requirements. A grade of C or better in any semester of Integrated Math 2 validates all previous math semesters in which a student received a letter grade of D or below. Both C.S.U. and U.C. accept validated math semesters for admission. Students will not receive credits for any failed semesters and their grade point average will be impacted, but they will not be required to retake validated math courses.

REEVALUATION OF PLACEMENT

No later than the 20th school day, math placement will be reevaluated to ensure proper placement of students. If a student did not meet the NWEA MAP criteria guidelines for placement in the Accelerated 3 + Precalculus course the prior year, but does meet the NWEA MAP criteria guidelines during the Fall testing session, they will have the option of enrolling in the accelerated course.

APPEAL PROCESS

Within 20 school days of an initial placement decision or a placement decision upon reevaluation, a student and his/her parent/guardian who disagree with the placement of the student may appeal the decision to the Superintendent or designee. The Superintendent or designee shall decide whether or not to overrule the placement determination within 10 school days of receiving the appeal. The decision of the Superintendent or designee shall be final.

WILLIAMS UNIFORM COMPLAINT PROCEDURE
QUARTERLY REPORT
PIERCE JOINT UNIFIED SCHOOL DISTRICT
January 1, 2021 - March 31, 2021

Education Code 35186(d) requires that a district report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

X No complaints have been received this quarter.

The following complaints have been received this quarter.

Education Code 35186(e)(1) requires that districts investigate and resolve complaints when a complainant alleges that (a) students do not have standards-aligned instructional materials to use in class; or (b) for use at home or after school in order to complete required homework assignments; or (c) are in poor or unusable condition.

___ Complaints have been received regarding insufficient instructional materials.

District Resolutions:

Education Code 36186(e)(1) requires that districts investigate and resolve complaints when a complainant alleges that (a) students do not have standards-aligned textbooks or state- or district-adopted textbooks required for use in class; or (b) for use at home or after school in order to complete required homework assignments; or (c) are in poor or unusable condition.

___ Complaints have been received regarding insufficient textbooks.

District Resolutions:

Education Code 35186(e)(3) requires that districts investigate and resolve complaints when a complainant alleges that facilities have conditions that pose an emergency or urgent threat to the health or safety of students or staff.

___ Complaints have been received that facilities have emergency/urgent threat conditions.

District Resolutions:

Education Code 35186(e)(2) requires that districts investigate and resolve complaints when a complainant alleges that (a) a qualified certificated teacher has not been assigned to a vacant position to a class for an entire year; (b) a teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner students in the class; or (c) a teacher is assigned to teach a class for which the teacher lacks subject matter competency.

____ Complaints have been received regarding unqualified teachers.
District Resolutions:

The district investigated and remedied any valid complaint within a reasonable time period not exceeding 30 working days from the date the complaint was received. EC 35186 (b)

Superintendent

Date

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
SUSPENSION/DISCIPLINE REPORT
3rd Quarter - 2020/21 School Year**

PJUSD Code	Education Code 48900	Third Quarter										Year to Date											
		AES ISS	AES SUS	GI ISS	GI SUS	JJH ISS	JJH SUS	PHS ISS	PHS SUS	ALT ISS	ALT SUS	AES ISS	AES SUS	GI ISS	GI SUS	JJH ISS	JJH SUS	PHS ISS	PHS SUS	ALT ISS	ALT SUS		
01	Mutual Combat (a1)																				2		
02	Battery/Assault (a2)																						
03	Possession of Weapon (b)							1			1							1	1			1	
04	Alcohol/Intoxicant/Controlled Substance (c)										3							4					
05	Sale of a Controlled Substance (d)																						
06	Robbery/Extortion (e)																						
07	Damage to School/Private Property (f)										3									3			
08	Stealing School/Private Property (g)							2			1					2			1				
09	Tobacco (h)																						
10	Obscenity or Habitual Profanity (i)										1										1		
11	Unlawful Drug Paraphernalia (j)											1											1
12	Disruption/Insubordination (k)										1							1					
13	Received Stolen Property (l)																						
14	Imitation Firearms (m)																						
15	Sexual Assault/Battery (n)																						
16	Harrassed Witness (o)																						
17	Sexual Harassment (0.2)																						
18	Attempted Threatened Hate Violence (0.3)																						
19	Created Intimidating or Hostile Environment (0.4)															1							
20	Possession/Use of any Electronic Signaling Device (0.5)																						
21	Made a Terrorist Threat (0.7)																						
24	Offering, Arranging or Negotiating Sale of Soma (p)																						
25	Hazing (q)																						
26	Bullying (r)																						
27	Aided or Abetted Physical Injury (t)																						
	Education Code 48915																						
28	Caused Physical Injury (a)(1)																						
29	Possession of a Knife or Dangerous Object (a)(2)																						
30	Possession of a Controlled Substance (a)(3)																						
31	Committed Assault or Battery on a School Employee (a)(5)																						
32	Possession, Sale, Furnishing a Firearm (c)(1)																						
33	Brandishing a Knife (c)(2)																						
34	Sale of a Controlled Substance (c)(3)																						
35	Sexual Battery (c)(4)																						
36	Possession of an Explosive (c)(5)																						

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
SUSPENSION/DISCIPLINE REPORT
3rd Quarter - 2020/21 School Year**

		YTD	YDT	Last Yr	Last Yr
		TOTALS ISS	TOTALS SUS	TOTALS ISS	TOTALS
PJUSD Code	Education Code 48900				
01	Mutual Combat (a1)		2	0	2
02	Battery/Assault (a2)			0	2
03	Possession of Weapon (b)	1	2	0	2
04	Alcohol/Intoxicant/Controlled Substance (c)	4		0	3
05	Sale of a Controlled Substance (d)			0	0
06	Robbery/Extortion (e)			0	0
07	Damage to School/Private Property (f)		3	0	0
08	Stealing School/Private Property (g)		3	0	1
09	Tobacco (h)			0	0
10	Obscenity or Habitual Profanity (i)	1		0	4
11	Unlawful Drug Paraphernalia (j)		1	0	1
12	Disruption/Insubordination (k)	1		1	0
13	Received Stolen Property (l)			0	0
14	Imitation Firearms (m)			0	0
15	Sexual Assault/Battery (n)			0	0
16	Harrassed Witness (o)			0	0
17	Sexual Harassment (0.2)			0	0
18	Attempted Threatened Hate Violence (0.3)			0	0
19	Created Intimidating or Hostile Environment (0.4)		1	0	1
20	Possession/Use of any Electronic Signaling Device (0.5)			0	0
21	Made a Terrorist Threat (0.7)			0	0
24	Offering, Arranging or Negotiating Sale of Soma (p)			0	0
25	Hazing (q)			0	0
26	Bullying (r)			0	0
27	Aided or Abetted Physical Injury (t)			0	0
	Education Code 48915				
28	Caused Physical Injury (a)(1)			0	0
29	Possession of a Knife or Dangerous Object (a)(2)			0	0
30	Possession of a Controlled Substance (a)(3)			0	0
31	Committed Assault or Battery on a School Employee (a)(5)			0	0
32	Possession, Sale, Furnishing a Firearm (c)(1)			0	0
33	Brandishing a Knife (c)(2)			0	0
34	Sale of a Controlled Substance (c)(3)			0	0
35	Sexual Battery (c)(4)			0	0
36	Possession of an Explosive (c)(5)			0	0

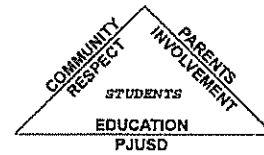
Pierce Joint Unified School District 2020/21 Interdistrict Transfer Annual Report

Transfers Out: 49					
<u>Receiving District</u>	<u>Number of Students</u>	<u>Approved</u>	<u>Denied</u>	<u>Recinded</u>	
Colusa	11	9	2		
Colusa County Office of Education	3	3			
Woodland	21	20	1		
Esparto	7	7			
Yuba City	1	1			
Sutter	1	1			
Willows	1	1			
Maxwell	2	2			
Williams	2	2			
Transfers In: 68					
<u>Residing District</u>	<u>Number of Students</u>	<u>Gender</u>	<u>English Language Status</u>	<u>Special Ed</u>	<u>Ethnicity</u>
Orland	2	M	English Only	No	White
Maxwell	1	F	English Only	No	Hispanic
	1	F	English Learner	No	Hispanic
	2	M	English Learner	No	Hispanic
Colusa	1	M	English Only	No	Hispanic
	1	M	English Learner	No	Hispanic
	2	F	English Only	No	White
	1	F	English Only	Yes	Hispanic
Willows	1	M	Reclassified	No	Hispanic
Williams	18	M	English Only	No	White
	5	F	English Only	No	White
	5	F	English Learner	No	Hispanic
	5	F	Reclassified	No	Hispanic
	3	F	English Only	No	Hispanic
	2	F	English Learner	Yes	Hispanic
	1	F	Reclassified	Yes	Hispanic
	5	M	English Learner	No	Hispanic
	4	M	Reclassified	No	Hispanic
	4	M	English Only	No	Hispanic
	2	M	Reclassified	Yes	Hispanic
	1	M	English Learner	Yes	Hispanic
	1	M	Fluent	No	Hispanic
	1	M	English Learner	No	Asian Indian

Pierce Joint Unified School District

P.O. Box 239 • Arbuckle CA 95912 • (530) 476-2892 • Fax (530) 476-2289

Carol Geyer, Superintendent



Pierce Joint Unified School District
Citizens' Bond Oversight Committee for Measure B
Meeting Minutes
March 8, 2021
Technology Building

1. Meeting was called to order at 8:33 a.m. by Michael Doherty.
2. Roll call of committee: Present: Michael Doherty, Susie Lytal, Joh Lauwerijssen, Sarah Charter; Absent: Barbara Scheimer, Chuck Wayman, Valerie Ehrke; Others present: George Parker, Daena Meras, Carol Geyer
3. Pledge of Allegiance was recited by the group
4. A motion to approve the agenda was made by Joh Lauwerijssen and seconded by Susie Lytal. The motion carried unanimously.
5. Public Comment: no one was there to speak
6. Sarah Charter was introduced as the newest committee member replacing Edella Maldonado and representing school associated parent groups.
7. A motion to approve the minutes from the December 14, 2020 meeting was made by Susie Lytal and seconded by Mike Doherty. The motion passed by a unanimous vote.
8. George Parker then reviewed the Executive Summary sheet with the committee. The summary included information on current projects in progress, contracts and procurements since the last meeting and program controls.
9. Program Budget Summary Report spreadsheet was reviewed with the group. It was noted that the district did receive \$1.6 million dollar state match for the high school MPR project.
10. The Program Project Matrix was reviewed which shows the progress of each project.
11. PHS Ag CTE Learning Center design documents were shared with the group.
12. June 14 was decided for the next CBOC meeting at 8:30 a.m. at the IT Building.
13. Meeting adjourned at 9:06 on a motion by Joh Lauwerijssen and a second by Sarah Charter on a unanimous vote.

Board of Trustees: Amy Charter • Abel Gomez • Barbara Bair • John R. Friel • George Green
President Vice-President Clerk Member Member

Pierce Joint Unified School District

P.O. Box 239 • Arbuttle CA 95912 • (530) 476-2892 • Fax (530) 476-2289

Carol Geyer, Superintendent



District English Learner Advisory Committee (DELAC) Meeting Minutes March 3, 2021


1. Virtual meeting called to order at 6:02 p.m. by Juan Manuel Garcia
2. Welcome and introductions took place. Members present: Juan Manuel Garcia, Margarita Huerta, Juana Rodriguez, Isabel Santana, Abel Gomez, Barbara Bair, Esmeralda Pedrero, Daena Meras, Melissa Cano & Carol Geyer
3. Members read the minutes from the previous meeting. Margarita Huerta moved to approve the minutes. Abel Gomez seconded the motion. The vote was unanimous for approval.
4. New Business
 - a. Parent notifications – Parents are getting notifications through the School Messenger System and those messages are written in an understandable manner. There were questions as to how school sites are filtering who gets messages for ELAC meetings for each site. Daena and Carol will talk to principals to make sure they are not just using correspondence language as the filter. Some students whose parents correspondence language is English, although their child is considered an English Learner, are not getting notification of ELAC meetings because of correspondence field choice. Sites will need to filter by language fluency. A parent asked that the student calendar for next year be mailed home to parents. Carol said she will notify sites to mail a calendar home with their next mailing which will most likely be report cards or progress reports.
 - b. Summer School – Parents were given information on where the district is in terms of planning for summer school including wanting to offer students project-based type learning experiences. A question was asked if students were obligated to attend summer school in-person. Mrs. Geyer stated that the program will be for in-person participation. Distance Learning for summer school is not planned as of now. Carol said she would talk to school administrators about sending home a suggested learning plan that students can use in the summer to maintain their skills. This could include using software programs such as Compass and iXL. Parents gave input which was recorded on Jamboard in the google meeting. Those notes are attached to these minutes.
 - c. LCAP input – The committee was given an opportunity to share ideas for program planning for the upcoming LCAP which is in development. Jamboard was used to capture the ideas. The Jamboard notes are attached to the minutes. Carol let the committee know that they can continue to submit ideas to her and that they will see the draft before it goes to the board in June.
5. Public Comment – None. Committee felt the above items covered the public comment portion of the meeting.
6. Evaluation of the Meeting – Parents noted that important topics were covered during the meeting. They would like to have the option to continue meeting remotely even as we come out of the pandemic to increase parent participation.
7. Meeting was adjourned at 7:34 p.m.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS PIERCE CHAPTER #97
AND THE
PIERCE JOINT UNIFIED SCHOOL DISTRICT
FOR THE 2020/21 SCHOOL YEAR**

The Pierce Joint Unified School District ("District") and the California School Employees Association Pierce Chapter #97 having met and negotiated pursuant to the Educational Employment Relations Act hereby agree to modify the current Collective Bargaining Agreement as follows:

1. A one-time payment of 3.5% off of the salary schedule will be paid to classified employees, this payment is retro to July 1, 2020. This one-time payment will be based on the classified employees regular contracted salary.
2. Beginning July 1, 2021 increase to the health, dental and vision annual cap from \$10,288 to \$10,588.

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION PIERCE CHAPTER #97

BY:  _____
Meghan Miller (Mar 16, 2021 10:33 PDT)

TITLE: CSEA Chapter 97 President

DATED: Mar 16, 2021

PIERCE JOINT UNIFIED SCHOOL
DISTRICT

BY:  _____

TITLE: Superintendent

DATED: Mar 16, 2021

Summary of Agreement with the Classified

**Public Disclosure of Proposed Collective Bargaining Agreement
Pierce Joint Unified School District**

To be acted upon by the Governing Board at its meeting on April 15, 2021

TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS: In compliance with the Public Disclosure requirements of AB1200 as well as the Salary Settlement Notification requirements of SB1677 when Salary/Benefits Negotiations are finalized after the final budget is adopted.

Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

Certificated	Settled Agreement	-75-	Employees Represented
Classified	Settled Agreement	-57-	Employees Represented
Unrepresented	Settled Agreement	-17-	Employees Represented

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning July 1, 2020 and ending June 30, 2021. A one year agreement.

Section 3: INCREASE IN SALARIES and/or BENEFITS IN PROPOSED AGREEMENT: The proposed agreement includes the following costs in salaries and benefits:

The Classified Bargaining Unit will receive a 3.5% one-time off schedule, payment based on their regular contracted salary. Beginning July 1, 2021 the health insurance cap will increase \$300 from \$10,288 to \$10,588 annual contribution.

Current Year Salary and Benefit Cost before Settlement Based upon YTD Actuals Projected through 6/30/21	\$12,912,780
Current year Salary and Benefit Cost after Settlement	\$12,976,113
Total Cost Increase	\$ 63,333
Percentage Increase on salary schedules:	0%
Cost of 1% for Classified Bargaining Unit is	\$ 18,095
Includes cost of Statutory Benefit	

Section 4: IMPACT OF PROPOSED AGREEMENT ON THE GENERAL FUND BUDGET IN CURRENT YEAR (Reflects total of both Restricted and Unrestricted Amounts)
See Multiple Year Projection

Section 5: IMPACT OF PROPOSED AGREEMENT IN FUTURE FISCAL YEARS: The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years:

The cost of this agreement will be built into the 2020/21 budget, the multi-year projection attached includes the increase in costs per this settlement.

Section 6: COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE

FUNDING: The District's proposed increase in funding for the Local Control Funding Formula is approximately 0%.

CERTIFICATION

The information provided in this document summarizes the financial implications of the proposed agreements in accordance with the requirement of AB1200 and GC 3547.5. I certify the costs incurred by the school district under the agreement can be met by the district during the term of the agreement.

Signed Carol Geyer Date 4/6/21
Carol Geyer, Superintendent

Signed Daena Meras Date 4/4/21
Daena Meras, Chief Business Official

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on April 15, 2021, took action to approve the proposed Agreements with the Classified Bargaining Units.

Signed _____ Date _____
Amy Charter, President, Board of Trustees

Pierce Joint Unified School District

2020/21

AB1200 Continutued Disclosure - CSEA-Classified

Unrestricted/Restricted			
MULTIPLE YEAR PROJECTION - April 15, 2021			

INCOME	<u>20/21</u>	<u>21/22</u>	<u>22/23</u>
8011-8089 LCFF SOURCES	13,907,978	14,331,899	14,339,030
8012 EPA-EDUCATION PROTECTION ACT	1,272,986	1,267,306	1,226,726
8019 PRIOR YEAR ADJUSTMENTS	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL LCFF SOURCES</i>	15,180,964	15,599,205	15,565,756
<i>TOTAL FEDERAL REVENUE</i>	1,922,481	402,532	402,532
STATE REVENUES			
8311 STATE APPORTIONMENT PROGRAMS	0	0	0
8550 MANDATED COSTS	57,842	57,553	57,265
8560 LOTTERY	302,438	300,926	299,421
8590 OTHER STATE	<u>1,088,263</u>	<u>642,830</u>	<u>642,830</u>
<i>TOTAL STATE REVENUE</i>	1,448,543	1,001,309	999,516
OTHER LOCAL REVENUES			
8650 LEASES AND RENTALS	27,300	27,300	27,300
8660 INTEREST	135,000	121,500	115,425
8677 INTERAGENCY REVENUES	0	0	0
8699 OTHER LOCAL INCOME	525,391	100,800	102,816
8782 OTHER TRANSFERS FROM COUNTY	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL LOCAL REVENUES</i>	687,691	249,600	245,541
TOTAL REVENUES	19,239,679	17,252,646	17,213,345
8912-8919 INTERFUND TRANSFERS IN	0	0	0
TOTAL REVENUES AND TRANSFERS IN	19,239,679	17,252,646	17,213,345
 EXPENDITURES			
1100 TEACHER'S SALARIES	6,063,966	5,986,086	6,103,648
1200 PUPIL SUPPORT SALARIES	398,732	392,953	400,812
1300 SUPERVISOR/ADMIN. SALARIES	785,633	774,519	790,009
1900 OTHER CERTIFICATED SALARIES	<u>60,356</u>	<u>59,766</u>	<u>60,961</u>
<i>TOTAL CERTIFICATED</i>	7,308,687	7,213,324	7,355,430
2100 INSTRUCTIONAL AIDES	244,135	242,193	247,037
2200 CLASSIFIED SUPPORT	780,568	764,952	780,251
2300 CLASSIFIED ADMINISTRATORS	416,688	414,613	422,905
2400 CLERICAL AND OFFICE	499,449	492,989	502,849
2900 OTHER CLASSIFIED SALARIES	<u>141,155</u>	<u>141,650</u>	<u>144,483</u>
<i>TOTAL CLASSIFIED</i>	2,081,995	2,056,397	2,097,525
<i>TOTAL SALARIES</i>	<i>9,390,682</i>	<i>9,269,721</i>	<i>9,452,955</i>
3100 STRS	1,533,042	1,511,553	1,687,311
3200 PERS	385,261	469,681	534,869
3300 SOCIAL SECURITY/MEDICARE	244,606	244,628	249,521
3400 HEALTH	1,214,965	1,214,965	1,214,965
EXPENDITURES (Continued)	20/21	21/22	22/23
3500 UNEMPLOYMENT INSURANCE	9,084	8,962	9,141
3600 WORKER'S COMPENSATION	183,461	182,606	186,258
3900 OTHER BENEFITS	<u>15,012</u>	<u>0</u>	<u>0</u>

<i>TOTAL BENEFITS</i>	3,585,431	3,632,395	3,882,065
4100 TEXTBOOKS	498,795	106,543	108,802
4200 OTHER BOOKS	246,128	79,997	81,693
4300 INSTRUCTIONAL SUPPLIES	1,337,579	501,822	512,461
4400 NON CAPITALIZED EQUIPMENT	<u>1,128,554</u>	<u>356,908</u>	<u>364,474</u>
<i>TOTAL BOOKS AND SUPPLIES</i>	3,211,056	1,045,270	1,067,430
5200 TRAVEL AND CONFERENCE	93,941	77,473	79,115
5300 DUES AND MEMBERSHIPS	21,443	21,957	22,422
5400 INSURANCE	246,503	168,997	172,580
5500 UTILITIES	414,047	423,825	432,810
5600 CONTRACTS, RENTS, LEASES	192,481	164,127	167,606
5800 OTHER SERV. & OPERATING EXP.	1,406,598	869,246	887,674
5900 COMMUNICATIONS	<u>287,786</u>	<u>210,160</u>	<u>214,615</u>
<i>TOTAL CONTRACTS</i>	2,662,799	1,935,785	1,976,824
6170 LAND IMPROVEMENTS	0	0	0
6200 NEW BLDGS/IMPROVEMENTS	618,721	0	0
6400 NEW EQUIPMENT	625,295	25,000	25,530
6500 EQUIPMENT REPLACEMENT	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL EQUIPMENT</i>	1,244,016	25,000	25,530
7142 COMMUNITY SCHOOL/SELPA	1,082,426	1,213,920	1,226,059
7282 ALL OTHER TRANSFERS TO COUNTY	0	0	0
7350 INTERFUND INDIRECT COST	0	0	0
7400 DEBT SERVICE	0	0	0
7600 TRANSFERS TO OTHER FUNDS	228,448	28,448	28,448
7649 OTHER LOAN PAYMENTS	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL 7000 OTHER OUTGO</i>	1,310,874	1,242,368	1,254,507
TOTAL EXPENDITURES & TRANSFERS OUT	21,404,858	17,150,539	17,659,313

MULTIPLE YEAR PROJECTION SUMMARY

2020/21

AB1200 Contintued Disclosure - CSEA-Classified

Unrestricted/Restricted

MULTIPLE YEAR PROJECTION - April 15, 2021

	<u>20/21</u>	<u>21/22</u>	<u>22/23</u>
TOTAL REVENUES & TRANSFERS IN	19,239,679	17,252,646	17,213,345
TOTAL EXPENSES & TRANSFERS OUT	21,404,858	17,150,539	17,659,313
TOTAL REVENUES LESS EXPENDITURES	-2,165,179	102,107	-445,967
BEGINNING BALANCE	9,298,944	7,123,765	7,215,872
LESS AMOUNT ABOVE REVENUES LESS EXP	-2,165,179	102,107	-445,967
LESS REVOLVING CASH	<u>-20,000</u>	<u>-20,000</u>	<u>-20,000</u>
UNDISTRIBUTED RESERVE	7,113,765	7,205,872	6,749,904
% UNDISTRIBUTED RESERVE	33.23%	42.02%	38.22%
3% UNDISTRIBUTED RESERVE IS	642,146	514,516	529,779
AMOUNT ABOVE (-BELOW) 3%	6,471,619	6,691,355	6,220,125
5% UNRESTRICTED BOARD RESERVE	789,617	692,799	714,773
AMOUNT ABOVE (-BELOW) 5%	6,324,148	6,513,072	6,035,131

PIERCE JOINT UNIFIED SCHOOL DISTRICT

2020/21 BUDGET REVISION

April 15, 2021

RESOLUTION #20/21-18

General Fund 01

2020/21 Beginning Balance	\$9,298,945
Estimated Income	<u>19,239,679</u>
Total Income + Beg. Balance	28,538,624

REVENUES:

Resource # and Description

0723 Transportation-Electric Buses (2)

<i>Current Budget</i>	<i>Revenue Revision</i>	<i>Revised Budget</i>
751,835	804,668	1,556,503

Revenue Revision	804,668
Revised Revenue	<u>20,044,347</u>
Revised Revenue + Beg. Balance	<u><u>29,343,292</u></u>

EXPENDITURES

Resource # and Description

0723 Transportation-Electric Buses (2)

<i>Current</i>	<i>Expenditure Revision</i>	<i>Revised Expenditures</i>
751,835	804,668	1,556,503

Expenditure Revision	804,668
Total Current Expenditures	<u>21,341,525</u>
Revised Expenditure Budget	<u><u>22,146,193</u></u>

2020/21 Beginning Balance	\$9,298,945
+Total Revised Revenue	20,044,347
Less Revised Expenditure Budget	<u>(22,146,193)</u>
Estimated Ending Fund Balance	<u><u>\$7,197,099</u></u>

PASSED AND ADOPTED this 15th day of April 2021 at a meeting of the Board of Trustees of Pierce Joint Unified School District.

AYES:

NOES:

ABSENT:

Carol Geyer, Superintendent

Date

Pierce Joint Unified School District
Summary of Action Item for April 15, 2021 Agenda

Consideration of Resolution: "AUTHORIZING THE ISSUANCE AND SALE OF 2021 GENERAL OBLIGATION REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 TO REFINANCE OUTSTANDING GENERAL OBLIGATION BONDS OF THE DISTRICT, AND APPROVING RELATED DOCUMENTS AND ACTIONS"

Background: The District wishes to initiate proceedings for the issuance of general obligation refunding bonds to refinance certain maturities of the District's outstanding election of 2016, general obligation bonds. The District has been advised that current conditions in the tax-exempt bond market will result in savings to taxpayers in the District. The Resolution sets forth all of the terms and conditions of the issuance of refunding bonds to achieve interest rate savings.

The Resolution authorizes the Bonds to be issued as traditional tax-exempt general obligation bonds pursuant to the authority contained in the California Government Code, which will be payable from the receipts of *ad valorem* property taxes levied by the County on property within the District.

The Resolution authorizes designated officers of the District to bring into final form and execute the following documents:

(1) Official Statement: The Preliminary Official Statement (the "POS") is the document that will be printed and circulated to potential investors in the Bonds. The POS describes to investors the terms of the bonds (principal maturity amounts and dates, interest payment dates), and the security for the bonds (*ad valorem* taxes levied and collected in the District in a sufficient amount to pay debt service coming due in each fiscal year on the Bonds), describes the District's tax base, and also presents District financial information to provide investors with information regarding the District's overall financial health. Securities laws require that a POS (i) not contain any misleading information and (ii) not omit any material information. In authorizing the issuance of securities and related disclosure documents, a public official may not authorize disclosure that the official knows to be false; nor may a public official authorize disclosure while recklessly disregarding facts that indicate that there is a risk that the disclosure may be misleading. If a Board member is aware of something that should be considered and disclosed in the Preliminary Official Statement relating to the District's ability to pay the Bonds from *ad valorem* taxes, that member should advise the financing team so it can be considered and possibly disclosed to investors. The Resolution delegates authority to the District's staff to make changes to the POS following approval but before the Preliminary Official Statement is printed and distributed to investors.

(2) Bond Purchase Agreement. This document sets forth all of the terms of the sale of the Bonds to the Underwriter. Under the Bond Purchase Agreement, the Underwriter agrees to purchase all of the Bonds from the District and specifies the final maturity amounts, interest rates and other details of the Bond issue. The Bond Purchase Agreement also describes all of the actions, documents and opinions which are required for the closing of the Bonds.

(3) Escrow Agreement. This document appoints the escrow agent, who will administer the escrow funds. Once the proceeds of the refunding bonds are received by the escrow agent, they will be held in certain government securities and used to redeem the refunded bonds. Under the Resolution, this document shall be signed by a District representative.

(4) Continuing Disclosure Certificate. Under the Resolution, the District covenants to comply with all of the terms of the Continuing Disclosure Certificate, which is attached to the POS as an appendix and will be signed by the District upon the delivery of the Bonds. Under this agreement, which is required under Federal securities laws, the District must (1) annually file certain information with the Securities Rulemaking Board, consisting generally of the District's annual financial statements, and (2) report certain significant events that might occur over the term of the Bonds, such as a rating change or a delinquent payment. This reporting obligation exists during the life of the Bonds, and is typically administered by a dissemination agent retained by the District to ensure prompt compliance with this obligation. Because the Bonds will be outstanding over a period of years, this agreement ensures that future investors in the Bonds will always have available information regarding District finances, which can assist investors in making informed investment decisions.

Finally, the Resolution authorizes designated officers of the District to execute and deliver all financing agreements, closing certificates and other documents which are required for the successful issuance and sale of the Bonds. Following the adoption of the Resolution by the Board of Trustees, no further actions are required from the Board with respect to the issuance and sale of the Bonds.

**BOARD OF TRUSTEES
PIERCE JOINT UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 20/21-19:

**AUTHORIZING THE ISSUANCE AND SALE OF 2021 GENERAL
OBLIGATION REFUNDING BONDS IN AN AGGREGATE PRINCIPAL
AMOUNT NOT TO EXCEED \$15,000,000 TO REFINANCE
OUTSTANDING GENERAL OBLIGATION BONDS OF THE DISTRICT,
AND APPROVING RELATED DOCUMENTS AND ACTIONS**

WHEREAS, an election was duly and regularly held in the Pierce Joint Unified School District (the "District") on November 8, 2016, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting a general obligation bond measure in the aggregate principal amount of \$15,000,000 to District voters, and at least the requisite 55% of the votes cast were in favor of the issuance of said bonds (the "2016 Authorization"); and

WHEREAS, pursuant to the 2016 Authorization, on May 4, 2017, the District caused the issuance of \$7,000,000 aggregate principal amount of General Obligation Bonds Election of 2016, Series A (the "2016A Bonds"); and

WHEREAS, pursuant to the 2016 Authorization, on March 14, 2018, the District caused the issuance of \$8,000,000 aggregate principal amount of General Obligation Bonds Election of 2016, Series B (the "2016B Bonds" and, together with the 2016A Bonds, the "Prior Bonds"); and

WHEREAS, the Board of Trustees (the "Board") of the District is authorized to provide for the issuance and sale of general obligation refunding bonds for the purpose of refinancing its outstanding general obligation bonds under the provisions of the Bond Law; and

WHEREAS, the District has been advised that due to favorable interest rate conditions that exist in the financial markets, it is advisable to authorize the issuance and sale of refunding bonds to refinance certain outstanding maturities of the Prior Bonds (such maturities the "Refunded Bonds") and thereby realize debt service savings that will benefit the taxpayers of the District; and

WHEREAS, the District desires to achieve the maximum amount of debt service savings by issuing refunding bonds when the market is favorable; and

WHEREAS, the District wishes at this time to initiate proceedings for the issuance of its 2021 General Obligation Refunding Bonds under the Bond Law in the aggregate principal amount of not to exceed \$15,000,000, to be designated "Pierce Joint Unified School District 2021 General Obligation Refunding Bonds (Federally Taxable)" (the "Refunding Bonds"), as provided in this Resolution for the purpose of refinancing the Refunded Bonds;

WHEREAS, it is expected that all or a portion of the Refunded Bonds will be refunded on an advance basis, in compliance with federal tax law requirements, and all or a portion of the Refunding Bonds will be issued on a federally taxable basis; and

WHEREAS, as required by Government Code Section 5852.1, attached hereto as Appendix B is information relating to the Refunding Bonds that has been obtained by the Board and is hereby disclosed and made public; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Pierce Joint Unified School District as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given below, unless the context clearly requires another meaning.

"Authorized Investments" means the County Investment Pool, the Local Agency Investment Fund of the California State Treasurer, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, or other investment products (provided that such products comply with the requirements of Section 148 of the Tax Code). Except for investments in the County Investment Pool, the County Treasurer shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Refunding Bonds.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax status of securities issued by public entities.

"Bond Law" means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Refunding Bonds and pay the purchase price therefor.

"Closing Date" means the date upon which there is a delivery of the Refunding Bonds in exchange for the amount representing the purchase price of the Refunding Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Refunding Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, Escrow Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, verification fees and any other cost, charge or fee in connection with the original issuance and sale of the Refunding Bonds.

"Counties" means, together, the County of Colusa and the County of Yolo, each a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County" means the County of Colusa.

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

"Debt Service Fund" means the account established and held by the County Treasurer under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Pierce Joint Unified School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the President of the Board, the Clerk of the Board, the Secretary to the Board, the Superintendent, the Chief Business Official, or any such officer's written designee, or any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District with respect to this Resolution and the Bonds.

"DTC" means The Depository Trust Company, and its successors and assigns.

"Education Code" means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

"Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., its successors and assigns, as escrow agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement dated as of the Closing Date, between the District and the Escrow Agent, relating to the refunding of the Refunded Bonds.

"Federal Securities" means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

"Interest Payment Dates" means February 1 and August 1 in each year during the term of the Refunding Bonds, commencing on the date set forth in the Bond Purchase Agreement, provided, however, that such dates are subject to modification as provided in the Bond Purchase Agreement.

"Office" means the office or offices of the Paying Agent for the payment of the Refunding Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

"Outstanding," when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except: (a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Refunding Bond, means the person in whose name the ownership of such Refunding Bond is registered on the Registration Books.

"Paying Agent" means any bank, trust company, national banking association or other financial institution, or the County either directly or through a designated agent, appointed as paying agent for the Refunding Bonds in the manner provided in Article VI of this Resolution.

"Record Date" means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Refunded Bonds" means the Prior Bonds to be refunded with the proceeds of the Refunding Bonds, as more particularly identified in the Escrow Agreement.

"Refunding Bonds" means the not-to-exceed \$15,000,000 aggregate principal amount of Pierce Joint Unified School District 2021 General Obligation Refunding Bonds (Federally Taxable), issued in one or more series, on a Federally taxable or tax-exempt basis, and at any time Outstanding under this Resolution.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Refunding Bonds under Section 2.08.

"Resolution" means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

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

"Underwriter" means RBC Capital Markets, LLC, as underwriter of the Refunding Bonds upon the negotiated sale thereof, as designated pursuant to Section 3.01.

"Written Certificate of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

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

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is adopted by the Board under the authority of the Bond Law. The District hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California.

ARTICLE II

THE REFUNDING BONDS

SECTION 2.01. *Authorization; Savings Requirement.* The Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount not to exceed \$15,000,000 under and subject to the terms of Bond Law and this Resolution without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. Each District Representative is separately authorized to determine when the Refunding Bonds shall be issued in order to achieve debt service savings, with the advice of the District's financial advisor, provided that the present value of the debt service savings shall be no less than 5.0% of the outstanding principal amount of the Refunded Funds. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest on all Refunding Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds shall be issued as bonds which bear current interest, and shall be designated the "Pierce Joint Unified School District 2021 General Obligation Refunding Bonds (Federally Taxable)," with any additional designations made in the Bond Purchase Agreement.

As provided in Section 53552 of the Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds. Before issuing the Refunding Bonds, the District shall have received confirmation from the Underwriter or the District's financial advisor that the requirements of Section 53552 of the Bond Law have been satisfied.

SECTION 2.02. *Terms of Refunding Bonds.*

(a) Terms of Refunding Bonds. The Refunding Bonds will be issued as fully registered bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Refunding Bonds maturing in the year of maturity of the Refunding Bonds for which the denomination is specified. Refunding Bonds will be lettered and numbered as the Paying Agent may prescribe. The Refunding Bonds will be dated as of the Closing Date.

Interest on the Refunding Bonds is payable semiannually on each Interest Payment Date. Each Refunding Bonds will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Refunding Bond is in default at the time of authentication thereof, such Refunding Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Refunding Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and in the amounts, and will bear interest at the rates, as determined upon the sale thereof. The final maturity of the Refunding Bonds shall not exceed the limitations prescribed in the Bond Law. Interest on the Refunding Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

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

(d) Payment. Interest on any Refunding Bonds issued (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Refunding Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of any Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Refunding Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of the Refunding Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(e) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Refunding Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Refunding Bonds, the provisions of the Bond Purchase Agreement will be controlling.

SECTION 2.03. *Redemption of Refunding Bonds.*

(a) Optional Redemption Dates and Prices. The Refunding Bonds may be subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the respective redemption prices as may be set forth in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Refunding Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Refunding Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in the Bond Resolution) in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are

redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Refunding Bonds for Redemption. Whenever less than all of the Outstanding Refunding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent or as set forth in the Bond Purchase Agreement. For purposes of such selection, each Refunding Bond will be deemed to consist of individual bonds of \$5,000 portions. The Refunding Bonds may all be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Refunding Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Refunding Bond Owners.

Such notice may be conditional and subject to rescission as provided herein, and shall state the redemption date and the redemption price and, if less than all of the then Outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, and shall require that such Refunding Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Refunding Bonds will not accrue from and after the redemption date.

Upon surrender of Refunding Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Refunding Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Refunding Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Refunding Bonds so called for redemption have been duly provided, the Refunding Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will

cancel all Refunding Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Refunding Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Refunding Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Refunding Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (d) of this Section.

SECTION 2.04. *Form of Refunding Bonds.* The Refunding Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the form, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement, as are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Refunding Bonds.* The Refunding Bonds shall be signed by the facsimile signature of the President or Clerk of the Board, and shall be attested by the facsimile signature of a District Representative. Only those Refunding Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Refunding Bonds.* Subject to Section 2.10, any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Refunding Bond issued upon any transfer.

Whenever any Refunding Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Refunding Bond or Bonds, for like aggregate principal amount. No transfers of Refunding Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Refunding Bonds.* Refunding Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity, together with a request for exchange signed by the owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the cases of any

exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchange of Refunding Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Refunding Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Refunding Bonds, and the Refunding Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Refunding Bonds shall be initially executed and delivered in the form of a single fully registered Refunding Bond for each maturity date of the Refunding Bonds in the full aggregate principal amount of the Refunding Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Refunding Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Refunding Bonds. The District shall cause to be paid all principal and interest with respect to the Refunding Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Refunding Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Refunding Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the

Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

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

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System.* Registered ownership of the Refunding Bonds, or any portion thereof, may not be transferred except as follows:

(i) To any successor of Cede & Co., as nominee of the DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a "substitute depository"); *provided that* any successor of Cede & Co., as nominee of the 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 or the County, upon (1) the resignation of the DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the County (upon consultation with the District) to substitute another depository for the DTC (or its successor) because the 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 upon (1) the resignation of the DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the County (upon consultation with the District) to remove the DTC or its successor (or any substitute depository or its successor) from its functions as depository.

ARTICLE III

SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Sale of Refunding Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of Refunding Bonds. The Board hereby authorizes the negotiated sale of the Refunding Bonds to the Underwriter, pursuant to Section 53583 of the Bond Law. The Refunding Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement between the District and the Underwriter in substantially the form on file with the Clerk of the Board together with any additions thereto or changes therein approved by a District Representative whose execution thereof shall be conclusive evidence of approval of any such additions and changes. A District Representative is hereby authorized and directed to execute and deliver the final Bond Purchase Agreement in the name and on behalf of the District; *provided that* the Underwriter's discount shall not exceed 0.80% of the aggregate principal amount of the Refunding Bonds.

Before issuing the Refunding Bonds, the District shall have received confirmation from the Underwriter or the District's financial advisor that the requirements of Section 53552 of the Bond Law have been satisfied, as referenced in Section 2.02 hereof.

(b) Official Statement. The Board hereby approves, and hereby deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Refunding Bonds in substantially the form on file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, an agreement facilitating the payment of Costs of Issuance, and a verification report. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Refunding Bonds.* The net proceeds of sale of the Refunding Bonds shall be paid by the Underwriter on the Closing Date, as follows:

- (a) To the Paying Agent, in its capacity as custodian under the agreement referred to in Section 3.04, proceeds to be applied to pay Costs of Issuance.
- (b) To the Paying Agent, in its capacity as Escrow Agent to be held, invested and applied in accordance with the Escrow Agreement.

SECTION 3.03. *Refunding of Refunded Bonds.* The Refunded Bonds shall be refunded in accordance with the provisions of the Escrow Agreement in substantially the form on file with the Clerk of the Board together with any additions thereto or changes therein approved by a District Representative whose execution thereof shall be conclusive evidence of approval of any such additions and changes. A District Representative is hereby authorized and directed to execute and deliver the final Bond Purchase Agreement in the name and on behalf of the District

SECTION 3.04. *Costs of Issuance.* The Costs of Issuance shall be paid pursuant to a costs of issuance custodian agreement between the District and The Bank of New York Mellon Trust Company, as custodian thereunder.

SECTION 3.05. *Professionals.* The firm of Jones Hall, A Professional Law Corporation, shall serve as Bond Counsel and Disclosure Counsel, and the firm of Isom Advisors, a Division of Urban Futures, Inc., shall serve as financial advisor. Said engagements shall be pursuant to agreements on file at the office of the Superintendent. The Superintendent is authorized to execute agreements relating to such engagements.

ARTICLE IV

SECURITY FOR THE REFUNDING BONDS; DEBT SERVICE FUND

SECTION 4.01. *Security for the Refunding Bonds.* The Refunding Bonds are general obligations of the District, and the Board has the power to direct the Counties to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation of rate or amount, for the payment of the Refunding Bonds and the interest and redemption premium (if any) thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby directs the Counties to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Refunding Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund. Additionally, the Counties are directed to include in the tax levy the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer.

The principal of and interest and redemption premium (if any) on the Refunding Bonds do not constitute a debt of the Counties, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof.

None of the Counties, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Refunding Bonds. In no event are the principal of and interest on Refunding Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code; provided, however, nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

As provided in Section 15251 of the Education Code, the Refunding Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax. The lien attaches automatically without further action or authorization by the District and is valid and binding from the time the Refunding Bonds are executed and delivered.

SECTION 4.02. *Establishment of Debt Service Fund.* The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "Pierce Joint Unified School District 2021 General Obligation Refunding Bonds Debt Service Fund", which the County Treasurer shall maintain as a separate account, distinct from all other funds of County and the District. All taxes levied by the Counties, at the request of the District, for the payment of the principal of and interest on the Refunding Bonds shall be deposited in the Debt Service Fund held by County promptly upon apportionment of said levy.

SECTION 4.03. *Disbursements From Debt Service Fund.* The County Treasurer shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Treasurer shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid shall be transferred to any other interest and sinking fund or account for general obligation bond indebtedness of the District, including refunding bonds, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County Auditor, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Pledge of Taxes.* The District hereby pledges all revenues from the property taxes collected from the levy by the Boards of Supervisors of the County for the payment of the Refunding Bonds and amounts on deposit in the Debt Service Fund to the payment of the principal or redemption price of and interest on the Refunding Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Refunding Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund 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 to secure the payment of the Refunding 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. This pledge

constitutes an agreement between the District and owners of the Refunding Bonds to provide security for the Refunding Bonds in addition to any statutory lien that may exist.

SECTION 4.05. *Investments.* All moneys held in any of the funds or accounts established with the County hereunder will be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder will be deposited in the fund or account from which such investment was made, and will be expended for the purposes thereof. The County Treasurer has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Bonds.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Refunding Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board will direct the Counties to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in conformity with the terms of the Refunding Bonds and of this Resolution. Nothing herein contained shall prevent the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Books and Accounts; Financial Statements.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such

books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Refunding Bond Owners.* The District will preserve and protect the security of the Refunding Bonds and the rights of the Refunding Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

SECTION 5.04. *Continuing Disclosure.* The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.05. *CDIAC Annual Reporting.* The District hereby covenants and agrees that it will comply with and the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Refunding Bonds.

SECTION 5.06. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, which actions are authorized hereby, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* The Bank of New York Mellon Trust Company, N.A., or any successor thereto, is hereby appointed to act as the initial Paying Agent for the Refunding Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the District by executing and delivering to the District a certificate or agreement to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor, if not the County shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed 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, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Notwithstanding the foregoing, the District may also appoint the County to serve as Paying Agent, either directly or through a third-party agent.

The Paying Agent may at any time resign by giving written notice to the District and the Refunding Bond Owners of such resignation. Upon receiving notice of such resignation, with the written consent of the County Treasurer (which shall not unreasonably be withheld) the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Any bank, national association, federal savings 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 association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings 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, federal savings association, or trust company shall be eligible as described in this Section 6.01 shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

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

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

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

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

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

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

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

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other

disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF REFUNDING BOND OWNERS

SECTION 7.01. *Remedies of Refunding Bond Owners.* Any Refunding Bond Owner has the right, for the equal benefit and protection of all Refunding Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Refunding Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Refunding Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Refunding Bond Owners.

SECTION 7.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Refunding Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Refunding Bonds to the respective Owners of the Refunding Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Refunding Bonds.

A waiver of any default by any Refunding Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Refunding Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be

a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Refunding Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Refunding Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Refunding Bond Owners, the District and the Refunding Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Refunding Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, substitute any party, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Refunding Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from State of California income taxation of interest on the Refunding Bonds.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Refunding Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Refunding Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in any of the provisions in Section 7.01 or (d) a reduction in the amount of moneys

pledged for the repayment of the Refunding Bonds, and no right or obligation of any Paying Agent may be changed or modified without its written consent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the Counties, the Paying Agent and the Owners of the Refunding Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Refunding Bonds.

SECTION 9.02. *Defeasance of Refunding Bonds.*

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

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Refunding Bonds; or
- (iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Refunding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Refunding Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Refunding Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Refunding Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

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

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

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any

Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Refunding Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 9.03. *Execution of Documents and Proof of Ownership by Refunding Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Refunding Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Refunding Bond Owners in person or by their attorneys appointed in writing.

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

Except as otherwise herein expressly provided, the ownership of registered Refunding Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Refunding Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Limited Duties of Counties; Indemnification.* The Counties (including their officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the

continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Counties (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the Counties (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of their powers and duties hereunder except however with respect to liabilities, costs, expenses, damages and claims which result from the negligence or bad faith the County, respectively.

SECTION 9.06. *Destruction of Canceled Refunding Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Refunding Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Refunding Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Refunding Bonds therein referred to.

SECTION 9.07. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Refunding Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Refunding Bond Owners.

SECTION 9.08. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED on April 15, 2021, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board of Trustees

ATTEST:

Secretary to the Board of Trustees

APPENDIX A

FORM OF REFUNDING BOND

REGISTERED BOND NO. _____

\$_____

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
2021 GENERAL OBLIGATION REFUNDING BOND
(FEDERALLY TAXABLE)**

INTEREST RATE PER ANNUM:	MATURITY DATE:	DATED DATE:	CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT: *** _____ **DOLLARS*****

The Pierce Joint Unified School District (the "District"), located in the Counties of Colusa and Yolo (the "Counties"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the principal amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____ (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____, in which event it shall bear interest from the Dated Date referred to above.

Principal hereof is payable at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being The Bank of New York Mellon Trust Company, N.A. Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding such Interest Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Pierce Joint Unified School District 2021 General Obligation Refunding Bonds (Federally Taxable)" (the "Bonds"), in an aggregate principal amount of \$_____, all of like

tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"), and under a Resolution of the Board of Trustees of the District adopted on April 15, 2021 (the "Resolution"), authorizing the issuance of the Bonds. This Bond is secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, which attaches automatically without further action or authorization by the District and is valid and binding from the time this Bond is executed and delivered.

The Bonds are being issued subject to the terms and conditions of the Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Resolution. Reference is hereby made to the Resolution (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest on this Bond does not constitute a debt of the Counties, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and none of the Counties, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__ and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with interest thereon to the date fixed for redemption, without premium.

[If applicable:] The Bonds maturing on August 1, 20__ (the "Term Bonds") are also subject to mandatory sinking fund redemption on or before August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, or on such other basis as designated pursuant to written notice filed by the District with the Paying Agent.

Sinking Fund Redemption Date (<u>August 1</u>)	Principal Amount To Be <u>Redeemed</u>
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The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Resolution.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been

received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

IN WITNESS WHEREOF, the Pierce Joint Unified School District has caused this Bond to be executed by the facsimile signature of its President and attested by the facsimile signature of the Secretary of its Board of Trustees, all as of the date stated above.

PIERCE JOINT UNIFIED SCHOOL DISTRICT

By EXHIBIT ONLY
President of the Board

Attest:

EXHIBIT ONLY
Secretary to the Board

FORM OF CERTIFICATE OF AUTHENTICATION

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

Authentication Date:

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

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

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

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

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____, attorney, to transfer the same on the registration books of the Bond
Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

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

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.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1*

1. True Interest Cost of the Refunding Bonds (Estimated All-In): 3.35%
2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties (Costs of Issuance plus estimated underwriter's compensation) (Estimated): \$242,000
3. Proceeds of the Refunding Bonds expected to be received by District, net of proceeds for Costs of Issuance in (2) above, for deposit in the escrow fund to be held by the Escrow Agent to redeem the Refunded Bonds (Estimated): \$9,312,000
4. Total Payment Amount for the Refunding Bonds, being the sum of (a) debt service to be paid on the bonds to final maturity, plus (b) any financing costs not paid from proceeds of the Refunding Bonds (Estimated): \$15,620,000

**Information based on estimates made in good faith by the District's financial advisor, including certain assumptions regarding rates available in the bond market at the time of pricing the Refunding Bonds, assumed for such purposes to be issued in the initial principal amount of \$9,555,000.*

\$ _____
PIERCE JOINT UNIFIED SCHOOL DISTRICT
(Colusa and Yolo Counties, California)
2021 General Obligation Refunding Bonds
(Federally Taxable)

BOND PURCHASE AGREEMENT

_____, 2021

Board of Trustees
Pierce Joint Unified School District

Ladies and Gentlemen:

RBC Capital Markets, LLC (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Pierce Joint Unified School District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. 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 its office prior to 11:59 p.m., California Time, on the date hereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Official Statement hereinafter defined.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, 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 \$ _____ in aggregate principal amount of the Pierce Joint Unified School District 2021 General Obligation Refunding Bonds (the "Bonds"). The purchase price of the Bonds shall be \$ _____ (representing the principal amount of the Bonds, less Underwriter's discount of \$ _____).

The Bonds are issued under the provisions of a resolution adopted by the Board of Trustees of the District on April 15, 2021 (the "Bond Resolution") and Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Bond Law"), all for the purpose of providing for the refunding certain maturities of outstanding general obligation bonds of the District (such maturities, the "Refunded Bonds"). The Bonds shall accrue interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

The District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that may differ from those of the District, (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and is not acting as an agent of the District or as a municipal advisor, a financial advisor, or fiduciary to the District or any other person or entity and has not assumed any advisory or fiduciary responsibility to the District with respect

to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters), (iii) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission (the "SEC") or the rules of the Municipal Securities Rulemaking Board (the "MSRB"), and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB.

2. **The Bonds.** The Bonds shall be dated their date of delivery and bear interest at the rates, and shall mature in the years shown on Appendix A hereto. The Bonds shall be issued pursuant to the provisions of the Bond Resolution and the Bond Law. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company.

3. **Redemption.** The Bonds are subject to redemption prior to maturity as described in Appendix A hereto.

4. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, a Preliminary Official Statement and an Official Statement (defined below), the Bond Resolution, the Escrow Agreement (the "Escrow Agreement") between the District and The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "Escrow Agent"), 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.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yield to be set forth on the inside cover page of the Official Statement and Appendix A hereto and incorporated herein by reference. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering price or yield as it deems necessary in connection with the marketing of the Bonds. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices. The Underwriter 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.

6. **Review of Preliminary Official Statement and Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 2021 (the "Preliminary Official Statement"). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of SEC Rule 15c2-12 ("Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s), Underwriter's discount, 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 Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement.

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. The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed to by the District and the Underwriter. The District confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent by first-class mail or electronically (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

7. **Closing.** At 8:00 a.m., California Time, on _____, 2021 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the "Closing," and the date thereof the "Closing Date"), the District will deliver to the Underwriter, through the facilities of The Depository Trust Company ("DTC") utilizing DTC's FAST delivery system, 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 registered in the name of Cede & Co., as nominee of DTC, and at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California ("Bond Counsel"), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds by check, draft or wire transfer to or upon the order of the District.

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

- (a) Due Organization. The District is and will be on the Closing Date a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Bond Law, to adopt the Bond Resolution and to enter into this Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Certificate.
- (b) Due Authorization. (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 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 Bond Resolution, 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, the Continuing Disclosure Certificate and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Escrow Agreement, 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; (iv) this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement.

- (c) Consents. Except for the actions of the parties hereto, 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. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.
- (d) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Escrow Agreement, the Bond Resolution, the Continuing Disclosure Certificate and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution 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.
- (e) Litigation. As of the time of acceptance hereof no action, suit, proceeding, hearing or investigation is pending 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 or of the title of the officials of the District to such offices; or (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 collection of revenues or assets of the District pledged or to be pledged or available to pay the principal of and interest on the Bonds, or the pledge thereof, or the levy of any taxes contemplated by the Bond Resolution or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Bond Resolution or contesting the powers of the District or the Bond Resolution or this Purchase Agreement or the Escrow Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement, the Escrow Agreement, or the Bond Resolution, (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exemption of the interest paid on the Bonds from California personal income taxation.
- (f) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District, nor any entity on behalf 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 Preliminary Official Statement or the Official Statement.
- (g) Certificates. Except as specifically provided, 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.

- (h) Continuing Disclosure. The District shall enter into the Continuing Disclosure Certificate with respect to the Bonds in substantially the form attached as Appendix E of the Preliminary Official Statement (the "Continuing Disclosure Certificate") and Rule 15c2-12, to provide certain annual financial information and notices of the occurrence of certain events described therein. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Based on a review of its previous undertakings, the Preliminary Official Statement describes, and the final Official Statement will describe, any instances in the previous five years in which the District failed to comply in all material respects with its prior undertakings pursuant to Rule 15c2-12.
- (i) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein. If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will 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 under which made, not misleading.
- (j) Financial Information. The financial statements of, and other financial information regarding the District contained in the Preliminary Official Statement and Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments necessary to that affect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Preliminary Official Statement and Official Statement.
- (k) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Colusa County (the "County") or otherwise necessary in order to arrange for the levy and collection of taxes, the payment of the Bonds and the deposit and investment of Bond proceeds. In particular, the District hereby

agrees to provide, or arrange to provide, the following to the Auditor-Controller and the Treasurer-Tax Collector of the County, all in accordance with and to the extent required by Education Code Section 15140(c): (A) a copy of the Bond Resolution, (B) a copy of Exhibit A hereto, and (C) the full debt service schedule for the Bonds.

- (l) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter; and
- (m) Not Acting as Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.
- (n) Representation Regarding Refunded Bonds. The District hereby represents that it has not entered into any contract or agreement that would limit or restrict the District's ability to refund the Refunded Bonds or enter into this Purchase Agreement for the sale of the Bonds to the Underwriter.

9. **Underwriter Representations, Warranties and Agreements.** The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date:

- (a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;
- (b) All reports required to be submitted to the MSRB pursuant to Rule G-37 have been and will be submitted to the MSRB; and
- (c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's officers, agents or employees thereof), other than a bona fide officer, agent or employee working for Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

that: 10. **Covenants of the District.** The District covenants and agrees with the Underwriter

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, 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;
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the 7th business day following the date this Purchase Agreement is signed and in any event in sufficient time to accompany customer confirmation requesting payment, 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 being called the "Official Statement"), (i) in "designated electronic format" as defined in Rule G-32 of the Municipal Securities Rulemaking Board, and (ii) in printed format in such reasonable quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds and to file, or cause to be filed the Official Statement with the MSRB or its designee (including the MSRB's Electronic Municipal Market Access System) or other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above);
- (c) Subsequent Events; Amendments to Official Statement. The District will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by the Underwriter. If between the date hereof and the date which is 25 days after the "end of the underwriting period" for the Bonds, an event occurs which would cause the information contained in the final Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that they will not contain an untrue statement of a material fact or omit to state a material fact necessary

in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading. If any such amendment or supplement of the Official Statement occurs after the Closing Date, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such amendment or supplement to the Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the "end of the underwriting period" for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;

- (d) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution and the Official Statement.

11. **Conditions to Closing**. 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 date of 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:

- (a) Representations True. 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 date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;
- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate and the Bond 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 Underwriter; (ii) all actions under the Bond Law 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 (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;
- (c) Adverse Rulings. 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), or to the best knowledge of the District, pending or threatened which would constitute a ground for termination of the Purchase Agreement by the Underwriter or

which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;

- (d) Marketability Between the Date Hereof and the Closing. The market price 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 by reason of any of the following:
- (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States or a member of the President's cabinet, or a decision rendered by a court established under Article III of the Constitution of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the SEC, 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;
 - (2) legislation enacted by or introduced in the legislature of the State, or favorably reported out of committee or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;
 - (3) the declaration of war or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity, or escalation thereof, which interrupts or causes disorder to the operation of the United States government, the State government or the financial markets in the United States;
 - (4) the declaration of a general banking moratorium by federal, New York or California authorities, 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 SEC or any other governmental authority having jurisdiction;
 - (5) 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 the charge to the net capital requirement of, the Underwriter;

- (6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency 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;
 - (7) the withdrawal or downgrading, or notice of potential withdrawal or downgrading, of any underlying rating of the District's outstanding indebtedness by a national rating agency; or
 - (8) 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 contained 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 necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the District fails or is unwilling to correct by the submission of supplemental information;
 - (9) there shall have occurred any materially adverse change in the affairs or financial condition of the District;
 - (10) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
 - (11) the commencement or threat against the District of any action, suit, proceeding, hearing or investigation described in Section 8(f), or
 - (12) other disruptive events, occurrences or conditions in the securities or debt markets.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive two copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
- (1) Bond Opinion and Reliance Letter. An approving opinion of Bond Counsel, as to the validity of the Bonds, dated the date of the Closing, addressed to the District and in substantially the form attached as Appendix D to the Official Statement, and a reliance letter from Bond Counsel, addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;
 - (2) Supplemental Opinion. A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that:

- (i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE REFUNDING BONDS" (excluding any and all information contained with respect to the Book-Entry Only System of DTC), "SECURITY FOR THE REFUNDING BONDS," "TAX MATTERS," "CONTINUING DISCLOSURE" and "CERTAIN LEGAL MATTERS," to the extent they purport to summarize certain provisions of the Bond Resolution, the Escrow Agreement, the Continuing Disclosure Certificate, the Final Opinion of Bond Counsel, California law or federal law, fairly and accurately summarize the matters purported to be summarized therein,
 - (ii) assuming due authorization, execution and delivery by all other parties thereto, the Continuing Disclosure Certificate, the Escrow Agreement and this Purchase Agreement have been duly authorized, executed and delivered by the District and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought,
 - (iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended, and
 - (iv) the Refunded Bonds have been defeased pursuant to the provisions of the documents which authorized the issuance of such Refunded Bonds, which may be provided in the form of a separate opinion;
- (3) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the final Official Statement, but on the basis of its participation in conferences with representatives of the District, the Underwriter and others, and its examination of certain documents, nothing has come to its attention which has led it to believe that the Preliminary Official Statement as of its date and the date hereof, or the final Official Statement as of its date and as of the Closing Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be

expressed as to any financial or statistical data, or information concerning DTC and the book-entry only system, contained in the Preliminary Official Statement or the final Official Statement);

- (4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond 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, (iv) such official has reviewed the Preliminary Official Statement and the final Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the final Official Statement does not as of its date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state a 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, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Bond Resolution and (vi) no further consent is required for inclusion of the audit in the Official Statement, and (vii) to the best of the District's knowledge, no litigation is pending or 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 the Purchase Agreement or (C) in any way contesting the existence or powers of the District;
- (6) Bond Resolution. A certificate, together with fully executed copies of the Bond Resolution, of the Clerk of the District Board of Trustees to the effect that:
 - (i) such copies are true and correct copies of the Bond Resolution; and
 - (ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;
- (7) Preliminary Official Statement. A certificate of the appropriate official of the District evidencing a determination respecting the Preliminary Official Statement in accordance with Rule 15c2-12;
- (8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District, in substantially the form given in the Preliminary Official Statement and the Official Statement;

- (9) Paying Agent Agreement. An original executed copy of a Paying Agent Agreement between the District and The Bank of New York Mellon Trust Company, N.A., with respect to its duties as paying agent (the "Paying Agent") for the Bonds;
- (10) Paying Agent Certificate. A written certificate of the Paying Agent, executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and perform its duties under the Bond Resolution;
- (11) Escrow Agreement. An executed copy of the Escrow Agreement;
- (12) Escrow Agent Certificate. A written certificate of the Escrow Agent, executed by a duly authorized representative of the Escrow Agent, dated the date of the Closing, to the effect that:
 - (i) The Escrow Agent is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to accept and perform its duties under the Escrow Agreement, and
 - (ii) The obligations of the Escrow Agent under the Escrow Agreement have been duly accepted by the Escrow Agent and constitute the legal, valid and binding obligation of the Escrow Agent, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;
- (13) Verification. A certificate of Causey Demgen & Moore P.C., certified public accountants, as verification agent, verifying the sufficiency of the amounts deposited and invested under the Escrow Agreement for the purpose of refunding the Refunded Bonds;
- (14) Rating. Evidence that the Bonds have the rating designated on the cover page of the Official Statement, and that such rating has not been withdrawn or downgraded;
- (15) Underwriter's Counsel Opinion. An opinion of Kutak Rock LLP, as Underwriter's Counsel, dated the date of the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter; and
- (16) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of

the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) 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, including a DTC Letter of Representations and appropriate filings made with the California Debt and Investment Advisory Commission.

- (f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District is 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, e-mail or facsimile transmission, 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.

12. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates being delivered at the Closing by persons and entities other than the District.

13. Costs and Expenses. The District shall pay or cause to be paid the expenses incident to the performance of the obligations of the District hereunder from Bond proceeds, which shall be deposited with a costs of issuance custodian identified by the District to the Underwriter, including but not limited to the following: (i) the fees and disbursements of the District's financial advisor; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees for Bond ratings, including all necessary travel expenses; (v) the cost of the printing and distribution of the Official Statement; (vi) the initial fees of the Paying Agent and the Escrow Agent; and (vii) all other fees and expenses incident to the issuance and sale of the Bonds. Any excess amounts following payment of such issuance expenses shall be transferred to the Debt Service Fund pursuant to the Bond Resolution.

All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP bureau fees, travel (except in connection with securing a rating on the Bonds), fees and disbursements of counsel to the Underwriter, and other expenses, shall be paid by the Underwriter.

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

14. **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 Superintendent (or such officer's designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows:

RBC Capital Markets, LLC
Two Embarcadero Center, Suite 1200
San Francisco, CA 94111
Attention: Katherine Jacobson, Director

15. **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 among 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.

16. **Determination of End of the Underwriting Period.** For purposes of this Purchase Agreement, the "end of the underwriting period" for the Bonds shall mean the earlier of (a) the day of the Closing unless the District has been notified in writing by the Underwriter, on or prior to the day of the Closing, that the "end of the underwriting period" for the Bonds for all purposes of Rule 15c2-12 will not occur on the day of the Closing, or (b) the date on which the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter pursuant to clause (a) above that the "end of the underwriting period" for the Bonds will not occur on the day of the Closing or otherwise agreed to by the District and the Underwriter, the District may assume that the "end of the underwriting period" is the Closing Date.

17. **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.

18. **No Assignment.** Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

19. **Entire Agreement.** This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

20. **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.

21. **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,
as Underwriter

By: _____
Director

The foregoing is hereby agreed to and accepted as of the date first above written:

PIERCE JOINT UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

Time of Execution: _____ p.m. (California time)

APPENDIX A

Maturity Schedule

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price
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C: Priced to par call on the first optional redemption date of August 1, 20__.
T: Term Bonds.

Redemption Schedule

Optional Redemption. The Refunding Bonds maturing on or before August 1, 20__ are not subject to optional redemption prior to maturity. The Refunding Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

For the purpose of selection for optional redemption, Refunding Bonds will be deemed to consist of \$5,000 portions (principal amount), and any such portion may be separately redeemed.

Mandatory Sinking Fund Redemption. The Refunding Bonds maturing on August 1, 20__ and August 1, 20__ (collectively, the “**Term Bonds**”), are subject to mandatory sinking fund redemption on August 1 of each of the years in accordance with the respective schedules set forth below. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, respectively, without premium. If any Term Bonds are redeemed under the foregoing optional redemption provisions, the total amount of all future sinking payments with respect to such Term Bonds will be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
---------------------------------------	------------------------------------

Term Bonds Maturing August 1, 20__

**Redemption Date
(August 1)**

**Sinking Fund
Redemption**

ESCROW AGREEMENT

Relating to the refunding of
certain maturities of

**Pierce Joint Unified School District
General Obligation Bonds
Election of 2016, Series A**

**Pierce Joint Unified School District
General Obligation Bonds
Election of 2016, Series B**

This ESCROW AGREEMENT (this "Agreement"), dated _____, 2021, is between the PIERCE JOINT UNIFIED SCHOOL DISTRICT, a school district organized and existing under the Constitution and laws of the State of California (the "District"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, acting as escrow agent for the Refunded Bonds described below (the "Escrow Agent").

B A C K G R O U N D :

1. On November 8, 2016, the District received voter authorization for a general obligation bond measure in the aggregate principal amount of \$15,000,000 (the "2016 Authorization").

2. On May 4, 2017, the District caused the issuance of \$7,000,000 aggregate principal amount of General Obligation Bonds Election of 2016, Series A (the "2016A Bonds"), pursuant to the 2016 Authorization and a resolution of the Board of Trustees of the District (the "Board") adopted on March 9, 2017 (the "2016A Resolution").

3. On March 14, 2018, the District caused the issuance of \$8,000,000 aggregate principal amount of General Obligation Bonds Election of 2016, Series B (the "2016B Bonds" and, together with the 2016A Bonds, the "Prior Bonds"), pursuant to the 2016 Authorization and a resolution of the Board adopted on January 18, 2018 (the "2016B Resolution" and, together with the 2016A Resolution, the "Prior Resolutions").

8. In order to provide for the refinancing of a portion of the Prior Bonds (such portion, the "Refunded Bonds"), the Board has caused the issuance of its "Pierce Joint Unified School District 2021 General Obligation Refunding Bonds (Federally Taxable)" in the aggregate principal amount of \$_____ (the "Refunding Bonds"), under a resolution adopted by the Board of Trustees of the District on April 15, 2021.

9. The District wishes to appoint the Escrow Agent in order to establish an irrevocable escrow fund to be funded with the proceeds of the Refunding Bonds for the purpose of providing for the payment and redemption of the Refunded Bonds, as more particularly identified on Exhibit A hereto (the "Refunded Bonds") through and including the respective redemption date.

A G R E E M E N T :

In consideration of the premises and the material covenants contained herein, the District and the Escrow Agent hereby agree as follows:

SECTION 1. *Definition of Federal Securities.* As used herein, the term "Federal Securities" means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

SECTION 2. *Appointment of Escrow Agent; Establishment of Escrow Fund.* The District hereby appoints the Escrow Agent to act as escrow agent for purposes of administering the funds required to pay and redeem the Refunded Bonds as provided herein.

The Escrow Agent is hereby directed to establish an escrow fund (the "Escrow Fund") to be held by the Escrow Agent as an irrevocable escrow securing the payment of the Refunded Bonds in accordance with the provisions of Prior Resolutions, respectively. If at any time the Escrow Agent receives actual knowledge that the cash and securities in the Escrow Fund will not be sufficient to make any payment required by Section 5 in respect of the Refunded Bonds, the Escrow Agent shall notify the District of such fact and the District shall immediately cure such deficiency from any source of legally available funds. The Escrow Agent has no liability for any such insufficiency.

The District hereby irrevocably elects, and directs the Escrow Agent to redeem the Refunded Bonds pursuant to the Prior Resolutions, respectively, on the respective redemption date.

SECTION 3. *Deposit of Amounts in Escrow Fund.* On _____, 2021 (the "Closing Date"), the District shall cause to be transferred to the Escrow Agent for deposit into the Escrow Fund the amount of \$_____ in immediately available funds, to be derived from the proceeds of the Refunding Bonds.

SECTION 4. *Investment of Amounts in Escrow Fund.* On the Closing Date, the Escrow Agent shall invest \$_____ of the funds deposited with it pursuant to Section 3 in the Escrow Fund in the Federal Securities identified in Exhibit B hereto, and hold the remaining \$___ in cash, uninvested, which shall be sufficient to make the payments required by Section 5 hereof as certified by Causey Demgen & Moore P.C., Denver, Colorado, as verification agent. The Escrow Agent shall have no lien upon or right of set off against the cash at any time on deposit in the Escrow Fund.

If the Escrow Agent learns that the Department of the Treasury or the Bureau of the Fiscal Service will not, for any reason, accept a subscription of state and local government series securities ("SLGS") that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the District with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent 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 Agent shall not be responsible for the investment

of such funds or interest thereon. The Escrow Agent may conclusively rely upon the District's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

SECTION 5. *Application of Funds.* The Escrow Bank, as paying agent for the Prior Bonds, is hereby instructed to withdraw from the Escrow Fund and pay the principal of and interest and redemption premium (if any) on the Refunded Bonds in accordance with the schedule attached as Exhibit C hereto.

SECTION 6. *Defeasance Notices; Notices of Redemption.* The District hereby instructs the Escrow Agent to provide a Notices of Defeasance of the Refunded Bonds in accordance with the Prior Resolutions, respectively, at the expense of the District, to the owners of the Refunded Bonds, and to file such notices with the Municipal Securities Rulemaking Board Electronic Municipal Market Access ("EMMA"). The sole remedy for the Escrow Agent's failure to file such notices with EMMA shall be an action in mandamus by the holders of the Refunded Bonds for specific performance or similar remedy to compel performance. The forms of such Defeasance Notices are set forth as Exhibit D hereto. In addition, the Escrow Agent shall provide notices of redemption to the Refunded Bond Owners, in accordance with Prior Resolutions, respectively, not less than thirty or more than forty-five days prior to the respective redemption date.

SECTION 7. *Compensation to Escrow Agent.* The District shall pay the Escrow Agent full compensation for its services under this Agreement, including out-of-pocket costs such as publication costs, legal fees and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase, substitution or withdrawal of any securities after the date hereof. Under no circumstances shall amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes. The Escrow Agent has no lien upon or right of set off against the cash and securities at any time on deposit in the Escrow Fund.

The District shall indemnify, defend and hold harmless the Escrow Agent and its officers, directors, employees, representatives and agents, from and against and reimburse the Escrow Agent for any and all claims, obligations, liabilities, losses, damages, actions, suits, judgments, reasonable costs and expenses (including reasonable attorneys' and agents' fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against the Escrow Agent directly or indirectly relating to, or arising from, claims against the Escrow Agent by reason of its participation in the transactions contemplated hereby, except to the extent caused by the Escrow Agent's gross negligence or willful misconduct. The provisions of this Section 7 shall survive the termination of this Agreement or the earlier resignation or removal of the Escrow Agent.

SECTION 8. *Immunities and Liability of Escrow Agent.* The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties, covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall not have any liability hereunder except to the extent of its gross negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages. The Escrow Agent shall not be liable for any loss from any investment made by it in accordance with the terms of this Agreement. The Escrow Agent shall not be liable for the recitals or representations

contained in this Agreement and shall not be responsible for the validity of this Agreement, the sufficiency of the Escrow Fund or the moneys and securities to pay the principal and interest with respect to the Refunded Bonds.

Whenever in the administration of this Agreement the Escrow Agent deems it necessary or desirable that a matter be proved or established prior to taking or not taking any action, such matter may be deemed to be conclusively proved and established by a certificate of an authorized representative of the District and shall be full protection for any action taken or not taken by the Escrow Agent in good faith reliance thereon.

The Escrow Agent may conclusively rely as to the truth and accuracy of the statements and correctness of any opinions or calculations provided to it in connection with this Agreement and shall be protected in acting, or refraining from acting, upon any notice, instruction, request, certificate, document, opinion or other writing furnished to the Escrow Agent in connection with this Agreement and believed by the Escrow Agent to be signed by the proper party, and it need not investigate any fact or matter stated therein. The Escrow Agent may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel.

None of the provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. The Escrow Agent shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Agent and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics, quarantine restrictions, acts of civil or military authority, or other similar occurrences.

The Escrow Agent may at any time resign by giving 30 days written notice of resignation to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Agent from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the District, the resigning Escrow Agent and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor.

Any bank, corporation or association into which the Escrow Agent 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 Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party 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 of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

The Escrow Agent 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 Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Escrow Agent 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 Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent 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 Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent'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 Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent 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 Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the District periodic transaction statements which include detail for all investment transactions made by the Escrow Agent hereunder; provided that the Escrow Agent is not obligated to provide an accounting for any fund or account that (a) has a balance of \$0.00 and (b) has not had any activity since the last reporting date.

SECTION 9. *Termination of Agreement.* Upon payment in full of the Refunded Bonds, and upon payment of all fees, expenses and charges of the Escrow Agent as

described above, this Agreement shall terminate and the Escrow Agent shall be discharged from any further obligation or responsibility hereunder.

SECTION 10. *Execution in Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11. *Amendments.* This Agreement may be amended with the consent of the District and the Escrow Agent (i) to correct ambiguities, or (ii) to make any other changes that do not materially adversely affect the holders of the Refunded Bonds. This Agreement shall not be amended unless the District shall deliver an opinion of nationally recognized bond counsel, that such amendments comply with this Section 11, including as to the effect of such amendment on the holders of the Refunded Bonds.

[Signatures on following page.]

SECTION 11. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**PIERCE JOINT UNIFIED SCHOOL
DISTRICT**

By: _____
Superintendent

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

By: _____
Authorized Representative

EXHIBIT A
IDENTIFICATION OF REFUNDED BONDS

EXHIBIT B
IDENTIFICATION OF ORIGINAL FEDERAL SECURITIES

EXHIBIT C
REFUNDED BONDS PAYMENT SCHEDULES

EXHIBIT D
FORMS OF NOTICE OF PARTIAL DEFEASANCE

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2021

NEW ISSUE -- FULL BOOK-ENTRY

RATING: ____: "____"
See "RATING" herein.

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, based upon existing laws, regulations, rulings, court decisions, and assuming (among other things) compliance with certain covenants, interest on the Refunding Bonds is exempt from State of California personal income taxes. Interest on the Refunding Bonds is not excluded from gross income for federal income tax purposes. Bond Counsel expresses no opinion regarding any other tax consequences caused by the ownership or disposition of, or the accrual or receipt of interest on, the Refunding Bonds. See "TAX MATTERS" herein.

\$15,000,000*
PIERCE JOINT UNIFIED SCHOOL DISTRICT
(Colusa and Yolo Counties, California)
2021 General Obligation Refunding Bonds
(Federally Taxable)

Dated: Date of Delivery

Due: August 1, as shown on inside cover

Issuance. The above-captioned bonds (the "Refunding Bonds") are being issued by the Pierce Joint Unified School District (the "District") pursuant to certain provisions of the California Government Code and a resolution of the Board of Trustees of the District adopted on April 15, 2021 (the "Bond Resolution"). The Refunding Bonds are being issued to refund certain outstanding general obligation bonds of the District, and to pay costs of issuance. See "THE REFUNDING BONDS – Authority for Issuance" and "THE REFINANCING PLAN."

Security. The Refunding Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property within the District and collected by Colusa County and Yolo County (each, a "County" and together, the "Counties"). Each County Board of Supervisors is empowered and obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Refunding Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). The District has other series of general obligation bonds outstanding which are similarly secured by tax levies. See "SECURITY FOR THE REFUNDING BONDS."

Redemption.* The Refunding Bonds are subject to redemption prior to maturity under certain circumstances, as described herein. See "THE REFUNDING BONDS – Redemption."

Book-Entry Only. The Refunding Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"). Purchasers will not receive physical certificates representing their interests in the Refunding Bonds. See "THE REFUNDING BONDS - Book-Entry Only System."

Payments. The Refunding Bonds are dated the date of delivery and are being issued as current interest bonds. The Refunding Bonds accrue interest at the rates set forth on the inside cover page hereof, payable semiannually on each February 1 and August 1 until maturity or earlier redemption, commencing August 1, 2021. Payments of principal of and interest on the Refunding Bonds will be paid by The Bank of New York Mellon Trust Company, N.A., as the designated paying agent, registrar and transfer agent (the "Paying Agent"), to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Refunding Bonds. See "THE REFUNDING BONDS - Description of the Refunding Bonds." See "THE REFUNDING BONDS."

Bond Insurance. The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Refunding Bonds, and will decide prior to the sale of the Refunding Bonds whether to purchase such insurance.

MATURITY SCHEDULE
(see inside front cover)

This cover page contains information for general reference only. It is not a summary of all the provisions of the Refunding Bonds. Investors must read the entire official statement to obtain information essential in making an informed investment decision.

The Refunding Bonds will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the District, and subject to certain other conditions. Jones Hall is also serving as Disclosure Counsel to the District. Kutak Rock LLP, Denver, Colorado, is serving as counsel to the Underwriter. It is anticipated that the Refunding Bonds, in book-entry form, will be available for delivery through the facilities of DTC, on or about May 26, 2021.*



Capital
Markets

The date of this Official Statement is _____, 2021.

**Preliminary; subject to change.*

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a 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 prior to registration or qualification under the securities laws of such jurisdiction.

MATURITY SCHEDULE*

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
(Colusa and Yolo Counties, California)
2021 General Obligation Refunding Bonds
(Federally Taxable)**

Base CUSIP†: ____

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† No.
-------------------------------------	-----------------------------	--------------------------	--------------	--------------	-------------------

\$ _____ % Term Bonds maturing August 1, 20__; Yield: ____%; Price: ____;
CUSIP†: ____

**Preliminary; subject to change.*

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association. Neither the District nor the Underwriter takes any responsibility for the accuracy of the CUSIP data.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Refunding Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any Refunding Bond owner and the District or the Underwriter.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the District or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Refunding Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Estimates and Projections. When used in this Official Statement and in any continuing disclosure by the District, in any press release and in any oral statement made with the approval of an authorized officer of the District, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the District and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness. tax

Document Summaries. All summaries of the Bond Resolution or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

Involvement of Underwriter. The Underwriter has provided the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement pursuant to 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

No Securities Laws Registration. The Refunding Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Refunding Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Refunding Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the Counties, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

Stabilization of Market Price. In connection with the offering of the Refunding Bonds, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of such Refunding Bonds at levels above those that might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time.

Website. The District maintains a website and social media accounts. However, the information presented on the website and through such social media accounts, is not a part of this Official Statement, is not incorporated herein by reference, and should not be relied upon in making an investment decision with respect to the Refunding Bonds.

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
COLUSA AND YOLO COUNTIES
STATE OF CALIFORNIA**

BOARD OF TRUSTEES

*Amy Charter, President
Abel Goemz, Vice President
Barbara Bair, Clerk
John R. Friel, Member
George Green, Member*

DISTRICT ADMINISTRATION

*Carol Geyer, Superintendent
Daena Meras, Chief Business Official*

PROFESSIONAL SERVICES

BOND AND DISCLOSURE COUNSEL

*Jones Hall, A Professional Law Corporation
San Francisco, California*

FINANCIAL ADVISOR

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

**PAYING AGENT, TRANSFER AGENT, ESCROW BANK
AND BOND REGISTRAR**

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

ESCROW VERIFICATION

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

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OFFICIAL STATEMENT

\$15,000,000*
PIERCE JOINT UNIFIED SCHOOL DISTRICT
(Colusa and Yolo Counties, California)
2021 General Obligation Refunding Bonds
(Federally Taxable)

This Official Statement, which includes the cover page, inside cover page and appendices hereto, provides information in connection with the sale and delivery by the Pierce Joint Unified School District (the “**District**”) of the above-captioned general obligation refunding bonds (the “**Refunding Bonds**”).

INTRODUCTION

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

The District. The District encompasses an area of approximately 435 square miles, serving the communities of Arbuckle, Dunnigan, Grimes and College City and the surrounding areas in southern Colusa County and a small portion of Yolo County (each a “**County**” and together, the “**Counties**”). The District currently operates two elementary schools, one middle school, one high school and one continuation high school. Enrollment in the District is approximately 1,440 students for fiscal year 2020-21.

For more information regarding the District and its finances, see APPENDIX A and APPENDIX B attached hereto. See APPENDIX C hereto for demographic and other statistical information regarding Colusa County.

COVID-19 Statement. The COVID-19 pandemic has resulted in a public health crisis that is fluid and unpredictable with financial and economic impacts that cannot be predicted. As such, investors are cautioned that the District cannot at this time predict the impacts that the COVID-19 pandemic may have on its operations and finances, property values in the District, and economic activity in the District, the State of California (the “**State**”) and the nation, among others. District schools are currently closed, and the District has started the 2020-21 school year using distance learning. For more disclosure regarding the COVID-19 emergency, see “SECURITY FOR THE REFUNDING BONDS – COVID-19 Global Pandemic.” See also references to COVID-19 in the sections herein entitled “PROPERTY TAXATION”, and in APPENDIX A under the heading “STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS.”

Purpose. The Refunding Bonds are being issued by the District to refinance certain outstanding maturities of the District’s General Obligation Bonds Election of 2016, Series A (the

*Preliminary; subject to change.

"**2016A Bonds**") and the District's General Obligation Bonds Election of 2016, Series B (the "**2016B Bonds**") and to pay costs of issuance. See "THE REFINANCING PLAN."

Authority for Issuance of the Refunding Bonds. The Refunding Bonds will be issued under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "**Bond Law**") and under a resolution adopted by the Board of Trustees of the District on April 15, 2021 (the "**Bond Resolution**"). See "THE REFUNDING BONDS - Authority for Issuance."

Security and Sources of Payment for the Refunding Bonds. The Refunding Bonds are general obligation bonds of the District, payable solely from *ad valorem* property taxes levied and collected within the District. The Counties are empowered and are obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Refunding Bonds upon all property subject to taxation in the District, without limitation as to rate or amount (except with respect to certain personal property which is taxable at limited rates). See "SECURITY FOR THE REFUNDING BONDS."

The District has other series of general obligation bonds outstanding that are similarly payable from *ad valorem* taxes. For the remaining debt service of the District's outstanding general obligation bonds, see "DEBT SERVICE SCHEDULES – Combined General Obligation Debt Service." See also "GENERAL AND FINANCIAL INFORMATION ABOUT THE DISTRICT-DISTRICT FINANCIAL INFORMATION - Long-Term Indebtedness" in APPENDIX A to the Official Statement.

The impact that the current COVID-19 outbreak might have on the assessed valuation of property located in the District is uncertain at this time. See "PROPERTY TAXATION – Assessed Valuations" and "SECURITY FOR THE REFUNDING BONDS – COVID-19 Global Pandemic."

Payment and Registration of the Refunding Bonds. The Refunding Bonds are being issued as current interest bonds. The Refunding Bonds will be dated their date of original issuance and delivery (the "**Dated Date**") and will be issued as fully registered bonds, without coupons, in denominations of \$5,000 or any integral multiple of \$5,000, registered in the name of Cede & Co. as nominee of DTC, and will be available under the book-entry system maintained by DTC, only through brokers and dealers who are or act through participants in DTC's book-entry only system ("**DTC Participants**") as described below. Beneficial Owners will not be entitled to receive physical delivery of the Refunding Bonds. See "THE REFUNDING BONDS" and APPENDIX F.

The Refunding Bonds accrue interest at the rates set forth on the inside cover page hereof, payable semiannually on each February 1 and August 1 until maturity or earlier redemption, commencing August 1, 2021. See "THE REFUNDING BONDS - Description of the Refunding Bonds."

Redemption. The Refunding Bonds are subject to redemption prior to their maturity as described in "THE REFUNDING BONDS – Redemption."

Bond Insurance. The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Refunding Bonds and, if a commitment is issued to insure the Refunding Bonds, will determine prior to the sale of the Refunding Bonds whether to obtain such insurance. See "BOND INSURANCE."

Tax Matters. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California ("**Bond Counsel**"), based upon existing laws, regulations, rulings and court decisions, and assuming (among other things) compliance with certain covenants, interest on the Refunding Bonds is exempt from State of California personal income taxes. Interest on the Refunding Bonds is not excluded from gross income for federal income tax purposes. Bond Counsel express no opinion regarding any other tax consequences caused by the ownership or disposition of, or the accrual or receipt of interest on, the Refunding Bonds. See "TAX MATTERS" for additional information, and APPENDIX D hereto for the form of Bond Counsel's opinion to be delivered concurrently with the Refunding Bonds.

Continuing Disclosure. The District has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, dated the date of the Refunding Bonds and executed by the District (the "**Continuing Disclosure Certificate**"). The form of the Continuing Disclosure Certificate is included in APPENDIX E hereto. See "CONTINUING DISCLOSURE."

Other Information. This Official Statement speaks only as of its date, and the information contained herein is subject to change.

This Official Statement is not to be construed as a contract with the purchasers of the Refunding Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entirety by reference to each of such documents, statutes and constitutional provisions.

The information set forth herein has been obtained from official sources which are believed to be reliable but it 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 Refunding Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

END OF INTRODUCTION

THE REFINANCING PLAN

As described herein, the proceeds of the Refunding Bonds will be used to refund, on an advance basis, the Refunded Bonds (as defined below), and to pay related costs of issuance.

The 2016A Bonds. The 2016A Bonds were authorized at an election of the registered voters of the District held on November 8, 2016, which authorized the issuance of \$15,000,000 of general obligation bonds to finance the construction and modernization of school facilities for the District (the “**2016 Authorization**”). On May 4, 2017, the 2016A Bonds were issued as current interest bonds in the aggregate principal amount of \$7,000,000. The 2016A Bonds are subject to optional redemption on or after August 1, 2025, at a redemption price of 100% of the principal amount being redeemed, plus any accrued interest, without premium.

The 2016B Bonds. On March 14, 2018, the 2016B Bonds were issued as current interest bonds in the aggregate principal amount of \$8,000,000 under the 2016 Authorization. The 2016B Bonds are subject to optional redemption on or after August 1, 2025, at a redemption price of 100% of the principal amount being redeemed, plus any accrued interest, without premium.

Proceeds of the Refunding Bonds are being issued by the District, in part, to refund, on an advance basis, certain maturities of the 2016A Bonds (the “**2016A Refunded Bonds**”) and the 2016B Bonds (the “**2016B Refunded Bonds**”) and together with the 2016A Refunded Bonds the “**Refunded Bonds**”), as more particularly identified in the following tables.

PIERCE JOINT UNIFIED SCHOOL DISTRICT Identification of 2016A Refunded Bonds*

Maturity Date (August 1)	CUSIP [†]	Principal Amount*	Redemption Date	Redemption Price
2032 T	720288BQ1	\$255,000	8/01/2025	100%
2035 T	720288BR9	430,000	8/01/2025	100%
2037 T	720288BS7	495,000	8/01/2025	100%
2039 T	720288BT5	685,000	8/01/2025	100%
2042 T	720288BU2	1,460,000	8/01/2025	100%
2046 T	720288BV0	2,990,000	8/01/2025	100%
Total	--	\$6,315,000	--	--

* Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association. Neither the District nor the Underwriter takes any responsibility for the accuracy of the CUSIP data.

T Term Bond.

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
Identification of 2016B Refunded Bonds***

Maturity Date (August 1)	CUSIP†	Principal Amount*	Redemption Date	Redemption Price
2022	720288 CH0	\$20,000	8/01/2025	100%
2023	720288 BW8	45,000	8/01/2025	100%
2026 T	720288 BX6	275,000	8/01/2025	100%
2029 T	720288 BY4	460,000	8/01/2025	100%
2031 T	720288 BZ1	415,000	8/01/2025	100%
2033 T	720288 CA5	505,000	8/01/2025	100%
2035 T	720288 CB3	550,000	8/01/2025	100%
2037 T	720288 CC1	615,000	8/01/2025	100%
2039 T	720288 CD9	685,000	8/01/2025	100%
2041 T	720288 CE7	755,000	8/01/2025	100%
2043 T	720288 CF4	830,000	8/01/2025	100%
2044	720288 CJ6	435,000	8/01/2025	100%
2045	720288 CK3	455,000	8/01/2025	100%
2046	720288 CL1	475,000	8/01/2025	100%
2047	720288 CG2	1,480,000	8/01/2025	100%
Total	--	\$8,000,000	--	--

* Preliminary, subject to change.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association. Neither the District nor the Underwriter takes any responsibility for the accuracy of the CUSIP data.

T Term Bond.

Deposits in Escrow Fund

The District will deliver the net proceeds of the Refunding Bonds to The Bank of New York Mellon Trust Company, N.A., as escrow bank (the “**Escrow Bank**”), for deposit in an escrow fund (the “**Escrow Fund**”) established under an Escrow Agreement (the “**Escrow Agreement**”), between the District and the Escrow Bank. The Escrow Bank will invest such funds in certain federal securities (“**Escrow Fund Securities**”) and/or hold funds in cash, and will apply such funds, together with interest earnings (if any) on the investment of such funds in Escrow Fund Securities, to pay the principal of and interest on the Refunded Bonds, including the redemption price of the Refunded Bonds, as set forth above, together with accrued interest to the redemption date identified above.

Sufficiency of the deposits in the Escrow Fund for the foregoing purposes will be verified by Causey Demgen & Moore P.C., Denver, Colorado (the “**Verification Agent**”). See “**VERIFICATION OF MATHEMATICAL ACCURACY**” herein. As a result of the deposit of funds with the Escrow Bank on the date of issuance of the Refunding Bonds, the Refunded Bonds will be legally defeased and will be payable solely from amounts held for that purpose under the Escrow Agreement, and will cease to be secured by *ad valorem* property taxes levied in the District.

The Escrow Fund Securities, if any, and cash held by the Escrow Bank in the Escrow Fund are pledged solely to the payment of the Refunded Bonds, and will not be available for the payment of debt service with respect to the Refunding Bonds.

THE REFUNDING BONDS

Authority for Issuance

The Refunding Bonds will be issued under the authority of and pursuant to the Bond Law and the Bond Resolution.

Description of the Refunding Bonds

The Refunding Bonds are being issued as current interest bonds. The Refunding Bonds mature in the years and in the amounts as set forth on the inside cover page hereof. The Refunding 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 DTC. Purchasers will not receive physical certificates representing their interest in the Refunding Bonds. See "- Book-Entry Only System" below and APPENDIX F.

The Refunding Bonds shall be issued in the denominations of \$5,000 principal amount each or any integral multiple thereof. Interest on the Refunding Bonds is payable semiannually on each February 1 and August 1, commencing August 1, 2021 (each, an "**Interest Payment Date**"). Each Refunding Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the 15th day of the month preceding the Interest Payment Date (each, a "**Record Date**"), in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to July 15, 2021, in which event it will bear interest from the date of delivery of the Refunding Bonds identified on the cover page hereof. Notwithstanding the foregoing, if interest on any Refunding Bond is in default at the time of authentication thereof, such Refunding Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. Payments of principal of and interest on the Refunding Bonds will be paid by the Paying Agent to DTC for subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners of the Refunding Bonds.

Paying Agent

The Bank of New York Mellon Trust Company, N.A., will act as the registrar, transfer agent, and paying agent for the Refunding Bonds (the "**Paying Agent**"). As long as DTC is the registered owner of the Refunding Bonds and DTC's book-entry method is used for the Refunding Bonds, the Paying Agent will send any notice of redemption or other notices to owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the redemption of the Refunding Bonds called for redemption or of any other action covered by such notice.

The Paying Agent, the District, the Counties and the Underwriter of the Refunding Bonds have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Refunding Bonds.

Redemption*

Optional Redemption. The Refunding Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Refunding Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

For the purpose of selection for optional redemption, Refunding Bonds will be deemed to consist of \$5,000 portions (principal amount), and any such portion may be separately redeemed.

Mandatory Sinking Fund Redemption. The Refunding Bonds maturing on August 1, 20__, (the "Term Bonds"), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments in the amounts and on the dates set forth below, without premium.

\$ _____ Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
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\$ _____ Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
-------------------------------	----------------------------

If any such Term Bonds are redeemed pursuant to optional redemption, the total amount of all future sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 principal amount (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

Partial Redemption of Refunding Bonds

Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in transfer amounts to the unredeemed portion of the Refunding Bonds surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such owner, and the Counties and the District shall be released and discharged thereupon from all liability to the extent of such payment.

* Preliminary; subject to change.

Selection of Refunding Bonds for Redemption

Whenever less than all of the outstanding maturities of the Refunding Bonds is designated for redemption, the Paying Agent shall select the maturities to be redeemed as directed by the District. Whenever less than all of the outstanding Refunding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Refunding Bond will be deemed to consist of individual bonds of \$5,000 denominations each which may be separately redeemed.

Notice of Redemption

The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective owners of any Refunding Bonds designated for redemption, at their addresses appearing on the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Refunding Bonds (the "**Registration Books**"). Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Refunding Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Refunding Bond Owners.

Such notice may be conditional and shall state the redemption date and the redemption price and, if less than all of the then outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or more maturities have been called for redemption, and shall require that such Refunding Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Refunding Bonds will not accrue from and after the redemption date.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Refunding Bonds so called for redemption have been duly provided, the Refunding Bonds called for redemption will cease to be entitled to any benefit under the Bond Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice.

Right to Rescind Notice of Redemption

The District has the right to rescind any notice of the optional redemption of Refunding Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Refunding Bonds then called for redemption. The District and the Paying Agent have no liability to the Refunding Bond owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Bond Resolution.

Defeasance

The Refunding Bonds may be paid by the District, in whole or in part, in any one or more of the following ways:

- (a) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;
- (b) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in the Bond Resolution) to pay or redeem such Refunding Bonds; or
- (c) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

Whenever in the Bond Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Refunding Bonds, the money or securities so to be deposited or held may be held by the Paying Agent or by any other fiduciary. Such money or securities may include money or securities held by the Paying Agent in the funds and accounts established under the Bond Resolution and will be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice, the amount to be deposited or held will be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to Colusa County and the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice.

Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as described above) to pay or redeem any outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), then all liability of the Colusa County and the District in respect of such Refunding Bond will cease and be completely discharged, except only that thereafter the owner thereof will be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District will remain liable

for such payment, but only out of such money or securities deposited with the Paying Agent for such payment.

As used in the foregoing defeasance provision, the term “**Federal Securities**” means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

Book-Entry Only System

The Refunding Bonds will be registered initially in the name of “Cede & Co.,” as nominee of DTC, which has been appointed as securities depository for the Refunding Bonds, and registered ownership may not be transferred thereafter except as provided in the Bond Resolution. Purchasers will not receive certificates representing their interests in the Refunding Bonds. Principal of the Refunding Bonds will be paid by the Paying Agent to DTC, which in turn is obligated to remit such principal to its participants for subsequent disbursement to beneficial owners of the Refunding Bonds as described herein. See APPENDIX F for additional information about DTC's book-entry only system.

Registration, Transfer and Exchange of Bonds

If the book entry system is discontinued, the District shall cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds.

If the book entry system is discontinued, the person in whose name a Refunding Bond is registered on the Registration Books shall be regarded as the absolute owner of that Refunding Bond. Payment of the principal of and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District, the Counties nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in the Bond Resolution.

Refunding Bonds may be exchanged at the principal corporate trust office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity. Any Refunding Bond may, in accordance with its terms, but only if (i) the District determines to no longer maintain the book entry only status of the Refunding Bonds, (ii) DTC determines to discontinue providing such services and no successor securities depository is named or (iii) DTC requests the District to deliver Bond certificates to particular DTC Participants, be transferred, upon the books required to be kept pursuant to the provisions of the Bond Resolution, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed.

No exchanges of Refunding Bonds shall be required to be made (a) fifteen days prior to an Interest Payment Date or the date established by the Paying Agent for selection of Refunding Bonds for redemption until the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) with respect to a Refunding Bond after such Refunding Bond has been selected or called for redemption in whole or in part.

DEBT SERVICE SCHEDULES

The Refunding Bonds. The following table shows the annual debt service schedule with respect to the Refunding Bonds (assuming no optional redemptions).

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
Annual Debt Service Schedule
2021 General Obligation Refunding Bonds**

Date (August 1)	Principal	Interest	Total
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
Total			

Combined General Obligation Bonds. The following table shows the combined annual debt service schedule with respect to all outstanding general obligation bonds of the District secured by *ad valorem* taxes, assuming no optional redemptions. See APPENDIX A – “DISTRICT FINANCIAL INFORMATION - Long-Term Indebtedness” for additional information.

Bond Year Ending August 1	2002 Election Series A Bonds	2016 Election Series A Bonds ⁽¹⁾	2016 Election Series B Bonds ⁽¹⁾	The Refunding Bonds	Total Debt Service
2021	\$565,000.00	\$285,962.50	\$328,060.00		
2022	585,000.00	285,962.50	348,060.00		
2023	605,000.00	285,962.50	372,060.00		
2024	630,000.00	285,962.50	394,810.00		
2025	650,000.00	285,962.50	413,235.00		
2026	675,000.00	285,962.50	436,210.00		
2027	700,000.00	285,962.50	463,622.50		
2028	--	315,962.50	459,272.50		
2029	--	325,062.50	479,922.50		
2030	--	333,862.50	499,822.50		
2031	--	342,362.50	518,972.50		
2032	--	355,562.50	537,372.50		
2033	--	383,312.50	542,572.50		
2034	--	419,768.76	537,172.50		
2035	--	449,875.00	543,922.50		
2036	--	488,800.00	544,672.50		
2037	--	525,925.00	544,672.50		
2038	--	561,475.00	548,922.50		
2039	--	605,450.00	547,172.50		
2030	--	647,500.00	549,672.50		
2041	--	686,250.00	551,722.50		
2042	--	727,000.00	558,247.50		
2043	--	769,500.00	563,667.50		
2044	--	823,500.00	558,367.50		
2045	--	873,250.00	562,598.76		
2046	--	918,750.00	566,218.76		
2047	--	--	1,554,000.00		
Total	\$4,410,000.00	\$12,554,906.26	\$14,525,022.52		

(1) Expected to be refunded, in part, with the proceeds of the Refunding Bonds. See "THE REFINANCING PLAN."

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Refunding Bonds are as follows:

Sources of Funds

Principal Amount of Refunding Bonds
[Net] Original Issue [Premium/Discount]
Total Sources

Uses of Funds

Escrow Fund
Costs of Issuance⁽¹⁾
Total Uses

(1) All estimated costs of issuance including, but not limited to, Underwriter's discount, printing costs, legal fees, the municipal advisor, the Paying Agent, Escrow Bank, bond insurance premium (if any), and the rating agency.

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SECURITY FOR THE REFUNDING BONDS

Ad Valorem Taxes

Refunding Bonds Payable from Ad Valorem Property Taxes. The Refunding Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied and collected within the District by the Counties. The Counties are empowered and is obligated to annually levy *ad valorem* property taxes for the payment of the Refunding Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). In no event is the District obligated to pay principal of and interest and redemption premium, if any, on the Refunding Bonds out of any funds or properties of the District other than *ad valorem* property taxes levied upon all taxable property in the District; provided, however, nothing in the Bond Resolution prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

Other Bonds Payable from Ad Valorem Property Taxes. The District has previously issued other general obligation bonds, which are payable from *ad valorem* property taxes on a parity basis. In addition to the general obligation bonds issued by the District, there is other debt issued by entities with jurisdiction in the District, which is payable from *ad valorem* property taxes levied on parcels in the District. See "PROPERTY TAXATION – Direct and Overlapping Debt" below.

Levy and Collection. The Counties will levy and collect such *ad valorem* property taxes in such amounts and at such times as is necessary to ensure the timely payment of debt service. Such taxes, when collected, will be deposited into a debt service fund for the Refunding Bonds, which is maintained by the Counties, and which is irrevocably pledged for the payment of principal of and interest on the Refunding Bonds when due.

District property taxes are assessed and collected by the Counties in the same manner and at the same time, and in the same installments as other *ad valorem* taxes on real property, and will have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as do the other *ad valorem* taxes on real property. See "PROPERTY TAXATION -Teeter Plan" below.

Statutory Lien on Ad Valorem Tax Revenues. In accordance with Section 53515 of the California Government Code, the Refunding Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the ad valorem tax imposed to service the Refunding Bonds. This lien automatically arises without the need for any action or authorization by the District or the Board. The revenues received pursuant to the levy and collection of the ad valorem tax shall be immediately subject to the lien, and the lien shall immediately attach to the revenues and be effective, binding, and enforceable against the District, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act.

Annual Tax Rates. The amount of the annual *ad valorem* property tax levied by the Counties to repay the Refunding Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Refunding Bonds. Fluctuations in the annual debt service on the Refunding Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate.

Economic and other factors beyond the District's control, such as economic recession, deflation of property values, a relocation out of the District or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire, drought or other natural disaster, could cause a reduction in the assessed value within the District and necessitate a corresponding increase in the annual tax rate. See "PROPERTY TAXATION – Assessed Valuations – Factors Relating to Increases/Decreases in Assessed Value." See also "— COVID-19 Global Pandemic."

Debt Service Fund

Colusa County will establish a Debt Service Fund (the "**Debt Service Fund**") for the Refunding Bonds, which will be established as a separate fund to be maintained distinct from all other funds of Colusa County. All taxes levied by the Counties for the payment of the principal of and interest and premium (if any) on the Refunding Bonds will be transferred to and deposited in the Debt Service Fund promptly upon receipt. The Debt Service Fund is pledged for the payment of the principal of and interest and premium (if any) on the Refunding Bonds when and as the same become due. Colusa County will transfer amounts in the Debt Service Fund to the Paying Agent to the extent necessary to pay the principal of and interest and premium (if any) on the Refunding Bonds as the same become due and payable.

If, after payment in full of the Refunding Bonds, any amounts remain on deposit in the Debt Service Fund, Colusa County shall transfer such amounts to other debt service funds of the District with respect to outstanding general obligation bonds of the District, if any, and if none, then to its general fund, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

Not a County Obligation

The Refunding Bonds are payable solely from the proceeds of an *ad valorem* tax levied and collected by the Counties, for the payment of principal and interest on the Refunding Bonds. Although the Counties are obligated to collect the *ad valorem* tax for the payment of the Refunding Bonds, the Refunding Bonds are not a debt of the Counties.

COVID-19 Global Pandemic

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus ("**COVID-19**"), which was first detected in China and has spread to other countries, including the United States, was declared a pandemic by the World Health Organization, a national emergency by the President of the United States (the "**President**") and a state of emergency by the Governor of the State (the "**Governor**"). There has been tremendous volatility in the markets in the United States and globally, resulting in the onset of a national and global recession.

Federal Response. The President's declaration of a national emergency on March 13, 2020 made available more than \$50 billion in federal resources to combat the spread of the virus. A multi-billion-dollar relief package was signed into law by the President on March 18, 2020, providing for Medicaid expansion, unemployment benefits and paid emergency leave during the crisis. In addition, the Federal Reserve lowered its benchmark interest rate to nearly zero, introduced a large bond-buying program and established emergency lending programs to banks and money market mutual funds.

On March 27, 2020, the United States Congress passed a \$2 trillion relief package, referred to as the Coronavirus Aid, Relief, and Economic Security Act (the “**CARES Act**”). The package includes direct payments to taxpayers, jobless benefits, assistance to hospitals and healthcare systems, \$367 billion for loans to small businesses, a \$500 billion fund to assist distressed large businesses, including approximately \$30 billion to provide emergency grants to educational institutions and local educational agencies. This funding allocation includes approximately \$13.5 billion in formula funding to make grants available to each state’s educational agency in order to facilitate K-12 schools’ responses to the COVID-19 crisis.

On April 9, 2020, the Federal Reserve took additional actions to provide up to \$2.3 trillion in loans to support the economy, including supplying liquidity to participating financial institutions in the SBA’s Paycheck Protection Program, purchasing up to \$600 billion in loans through the Main Street Lending Program and offering up to \$500 billion in lending to states and municipalities.

On April 24, 2020, an additional \$484 billion federal aid package was signed, to provide additional funding for the local program for distressed small businesses and to provide funds for hospitals and COVID-19 testing. The legislation adds \$310 billion to the Paycheck Protection Program, increases the small business emergency grant and loan program by \$60 billion, and directs \$75 billion to hospitals and \$25 billion to a new COVID-19 testing program.

On March 11, 2021, the President signed a \$1.9 trillion stimulus package (the “American Rescue Package”) into law, authorizing a third round of one-time stimulus payments for qualifying Americans, extending additional unemployment benefits, and providing \$123 billion in new, flexible aid to school districts. See APPENDIX A under the heading “DISTRICT GENERAL INFORMATION – District’s Response to COVID-19 Emergency” for additional information.

State Response. At the State level, on March 15, 2020, the Governor ordered the closing of California bars and nightclubs, the cancellation of gatherings of more than 250 and confirmed continued funding for school districts that close under certain conditions. On March 16, 2020, the State legislature passed \$1.1 billion in general purpose spending authority for emergency funds to respond to the Coronavirus crisis. On March 19, 2020, Governor Newsom issued Executive Order N-33-20, a blanket shelter-in-place order, ordering all California residents to stay home except for certain necessities and other essential purposes. On August 28, 2020, the Governor released a new system called “Blueprint for a Safer California” (the “**Blueprint**”) which places the State’s 58 counties into four color-coded tiers – purple, red, orange, and yellow, in descending order of severity – based on the number of new daily cases of COVID-19 and the percentage of positive tests.

Under the Blueprint, schools can reopen for in-person instruction in accordance with the California Department of Public Health’s “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year” (the “Guidelines”). The Guidelines became effective January 25, 2021, were most recently updated on February 22, 2021, and consolidate and update prior State public health guidance and orders related to schools.

On December 3, 2020, a regional stay at home order was announced by the Governor, adding restrictions in regions with less than 15% of intensive care unit bed capacity. The regional stay at home order ended on January 25, 2021.

The COVID-19 outbreak is ongoing, and the ultimate geographic spread of the virus, the duration and severity of the outbreak, the economic impacts and actions that may be taken by

governmental authorities to contain the outbreak or to treat its impacts are uncertain and cannot be predicted. Additional information with respect to events surround the outbreak of COVID-19 and responses thereto can be found on State and local government websites, including but not limited to: the Governor's office (<http://www.gov.ca.gov>) and the California Department of Public Health (<https://covid19.ca.gov/>). *The District has not incorporated by reference the information on such websites, and the District does not assume any responsibility for the accuracy of the information on such websites.*

Impacts of COVID-19 Pandemic on Global and Local Economies Cannot be Predicted; Potential Declines in State and Local Revenues. The COVID-19 public health emergency will have negative impacts on global and local economies, including the economy of the State and in the region of the District. The extent and duration of the COVID-19 emergency is currently unknown, and the reach of its impacts uncertain.

The State's revenue sources are anticipated to be materially impacted by the COVID-19 pandemic, including with respect to reductions in personal income tax receipts and capital gains tax receipts. Economic uncertainty caused by the outbreak will significantly affect California's near-term fiscal outlook, with a likely recession due to pullback in activity across wide swaths of the economy. For more detail regarding the State's current budget, and related reports and outlooks, see Appendix A under the heading "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS."

In addition, in an attempt to mitigate the effects of the COVID-19 pandemic on State property taxpayers, on May 6, 2020, the Governor signed an executive order suspending penalties, costs or interest for the failure to pay secured or unsecured property taxes, or to pay a supplemental bill, before the date that such taxes become delinquent. See "PROPERTY TAXATION – Property Tax Collection Procedures – Waiver of State Laws Relating to Penalties for Non-Payment of Property Taxes."

Impacts on California School Districts. Shelter in place orders have suspended in-person classroom instruction indefinitely throughout California schools. Most school districts (including the District) are undertaking distance learning efforts to provide continuing instruction to students. State law allows school districts to apply for a waiver to hold them harmless from the loss of State apportionment funding based on attendance and state instructional time penalties when they are forced to close schools due to emergency conditions. In addition, on March 13, 2020, Governor Newsom signed Executive Order N-26-20 which provides for continued State funding to school districts to support distance learning or independent study, providing subsidized school meals to low-income students, continuing payment for school district employees, and, to the extent practicable, providing for attendance calculations supervision of students during school hours, notwithstanding legal provisions to the contrary. Senate Bill 117 ("**SB 117**") was passed on March 17, 2020, addressing attendance issues and instructional hour requirements, among other items, and effectively holds schools harmless from incurring funding losses that could result from these issues under existing funding formulas. For more information about education funding formulas in California, see Appendix A under the heading "DISTRICT FINANCIAL INFORMATION – Education Funding Generally."

Under the Blueprint, counties must spend at least three weeks in each tier before advancing to the next one. The Colusa County is currently assigned to the red tier, which is the second most restrictive tier, while Yolo County is currently assigned to the orange tier, which is the second least restrictive tier.

For more information about how the District has responded to the COVID-19 emergency and the District's current assessment of the impact of the COVID-19 emergency on its finances, see APPENDIX A under the heading "DISTRICT GENERAL INFORMATION – District's Response to COVID-19 Emergency."

Impacts of COVID-19 Emergency Uncertain. The possible impacts that the COVID-19 emergency might have on the District's finances, programs, credit ratings on its debt obligations, local property values and the economy in general are uncertain at this time. In addition, there may be unknown consequences of the COVID-19 emergency, which the District is unable to predict.

General Obligation Bonds Secured by Ad Valorem Tax Revenues. Notwithstanding the impacts the COVID-19 emergency may have on the economy in the State, the Counties and the District or on the District's general purpose revenues, the Refunding Bonds described herein are voter-approved general obligations of the District payable solely from the levy and collection of *ad valorem* property taxes, unlimited as to rate or amount, and are not payable from the general fund of the District. The District cannot predict the impacts that the Coronavirus emergency might have on local property values or tax collections. See "SECURITY FOR THE REFUNDING BONDS – *Ad Valorem* Taxes" and "PROPERTY TAXATION – Teeter Plan; Property Tax Collections" herein.

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PROPERTY TAXATION

Property Tax Collection Procedures

In California, property which is subject to *ad valorem* taxes is classified as "secured" or "unsecured." The "secured roll" is that part of the assessment roll containing (1) state assessed public utilities' property and (2) property the taxes on which are a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1-1/2% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the applicable county.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, Senate Bill 813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, Senate Bill 813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent.

Waiver of State Laws Relating to Penalties for Non-Payment of Property Taxes. In an attempt to mitigate the effects of the COVID-19 pandemic on State property taxpayers, on May 6, 2020, the Governor signed Executive Order N-61-20 ("**Order N-61-20**"). Under Order N-61-20, certain provisions of the State Revenue and Taxation Code are suspended until May 6, 2021 to the extent said provisions require a tax collector to impose penalties, costs or interest for the

failure to pay secured or unsecured property taxes, or to pay a supplemental bill, before the date that such taxes become delinquent. Said penalties, costs and interest shall be cancelled under the conditions provided for in Order N-61-20, including if the property is residential real property occupied by the taxpayer or the real property qualifies as a small business under certain State laws, the taxes were not delinquent prior to March 4, 2020, the taxpayer files a claim for relief with the tax collector, and the taxpayer demonstrates economic hardship or other circumstances that have arisen due to the COVID-19 pandemic or due to a local, state, or federal governmental response to COVID-19. The impacts the waiver of penalties, costs or interest on delinquent property taxes under the circumstances described in Order N-61-20 have on property tax revenues are unknown at this time. For information about the Counties' current distribution of property taxes, see below under the heading "-Tax Levies and Delinquencies – Teeter Plan."

Disclaimer Regarding Property Tax Collection Procedures. The property tax collection procedures described above are subject to amendment based on legislation or executive order, including Order N-61-20, which may be enacted by the State legislature or declared by the Governor from time to time. The District cannot predict changes in law or orders of State officials that might occur in the future, particularly with regard to actions that might be taken in an attempt to mitigate the impacts of the COVID-19 pandemic.

Taxation of State-Assessed Utility Property

The State Constitution provides that most classes of property owned or used by regulated utilities be assessed by the State Board of Equalization ("**SBE**") and taxed locally. Property valued by the SBE as an operating unit in a primary function of the utility taxpayer is known as "unitary property," a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and "operating nonunitary" property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for unitary property of regulated railways and certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

Assessed Valuations

Assessed Valuation History. The assessed valuation of property in the District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the "full value" of the property, as defined in Article XIII A of the California Constitution. The full value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the consumer price index or comparable data for the area, or to reflect declines in property value caused by substantial damage, destruction or other factors, including assessment appeals filed by property owners. For a discussion of how properties currently are assessed, see APPENDIX A under the heading "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS."

Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls.

The following table sets forth a recent history of the assessed value in the District.

PIERCE JOINT UNIFIED SCHOOL DISTRICT
Assessed Valuation
Fiscal Years 2007-08 through 2020-21

Colusa County Portion

<u>Tax Year</u>	<u>Local Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>	<u>% Change</u>
2007-08	\$635,632,113	\$201,395	\$61,355,345	\$697,188,853	-- %
2008-09	655,296,384	201,240	81,121,206	736,618,830	5.66
2009-10	648,362,329	201,240	86,806,308	735,369,877	(0.17)
2010-11	641,793,627	201,240	81,281,976	723,276,843	(1.64)
2011-12	658,277,443	201,240	76,227,961	734,706,644	1.58
2012-13	686,741,072	206,386	82,599,356	769,546,814	4.74
2013-14	691,239,472	206,386	86,423,500	777,869,358	1.08
2014-15	699,599,995	206,386	84,473,666	784,280,047	0.82
2015-16	742,361,030	221,228	101,730,940	844,313,198	7.65
2016-17	790,950,467	221,228	102,453,725	893,625,420	5.84
2017-18	832,408,673	221,228	101,330,804	933,960,705	4.51
2018-19	885,897,295	221,228	115,887,886	1,002,006,409	7.29
2019-20	953,228,234	201,703	143,133,359	1,096,563,296	9.44
2020-21	1,016,276,797	201,703	145,194,751	1,161,673,251	5.94

Yolo County Portion

<u>Tax Year</u>	<u>Local Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>	<u>% Change</u>
2007-08	\$198,836,107	\$99,470	\$3,828,256	\$202,763,833	-- %
2008-09	233,029,334	99,470	4,538,816	237,667,620	17.21
2009-10	244,219,876	113,450	4,254,238	248,587,564	4.59
2010-11	247,946,898	113,450	4,118,556	252,178,904	1.44
2011-12	228,542,955	113,450	5,827,469	234,483,874	(7.02)
2012-13	235,978,364	113,450	6,224,698	242,316,512	3.34
2013-14	236,752,999	220,075	7,569,785	244,542,859	0.92
2014-15	242,674,068	220,075	6,935,395	249,829,538	2.16
2015-16	255,327,215	220,075	6,932,077	262,479,367	5.06
2016-17	270,200,582	220,075	7,786,096	278,206,753	5.99
2017-18	278,751,737	242,390	10,391,305	289,385,432	4.02
2018-19	300,153,803	242,390	22,861,225	323,257,418	11.70
2019-20	323,059,189	242,390	10,044,890	333,346,469	3.12
2020-21	337,494,124	242,390	11,601,275	349,337,789	4.80

Total District

<u>Tax Year</u>	<u>Local Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>	<u>% Change</u>
2007-08	\$834,468,220	\$300,865	\$65,183,601	\$899,952,686	-- %
2008-09	888,325,718	300,710	85,660,022	974,286,450	8.26
2009-10	892,582,205	314,690	91,060,546	983,957,441	0.99
2010-11	889,740,525	314,690	85,400,532	975,455,747	(0.86)
2011-12	886,820,398	314,690	82,055,430	969,190,518	(0.64)
2012-13	922,719,436	319,836	88,824,054	1,011,863,326	4.40
2013-14	927,992,471	426,461	93,993,285	1,022,412,217	1.04
2014-15	942,274,063	426,461	91,409,061	1,034,109,585	1.14
2015-16	997,688,245	441,303	108,663,017	1,106,792,565	7.03
2016-17	1,061,151,049	441,303	110,239,821	1,171,832,173	5.88
2017-18	1,111,160,410	463,618	111,722,109	1,223,346,137	4.40
2018-19	1,186,051,098	463,618	138,749,111	1,325,263,418	8.33
2019-20	1,276,287,423	444,093	153,178,249	1,429,909,765	7.90
2020-21	1,353,770,921	444,093	156,796,026	1,511,011,040	5.67

Source: California Municipal Statistics, Inc.

Factors Relating to Increases/Decreases in Assessed Value. As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases in assessed valuation result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning, and natural disasters such as earthquakes, fires, floods and droughts.

In addition, wildfires have occurred in recent years in different regions of the State, and related flooding and mudslides have also occurred. The most destructive of the recent wildfires, which have burned thousands of acres and destroyed thousands of homes and structures, have originated in wildlands adjacent to urban areas. Although the recent natural disasters do not include territory within the District’s boundaries, the District cannot predict or make any representations regarding the effects that wildfires, flooding, mudslides or any other natural disasters and related conditions have or may have on the value of taxable property within the District, or to what extent the effects said disasters might have had on economic activity in the District or throughout the State.

See also “SECURITY FOR THE BONDS – COVID-19 Global Pandemic.”

Property Tax Base Transfer Ballot Measure. On November 3, 2020, State voters approved a constitutional amendment entitled Property Tax Transfers, Exemptions and Revenue for Wildfire Agencies and Counties Amendment (“**Proposition 19**”), which will: (i) expand special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by a natural disaster or contamination, when they buy a different home; (ii) narrow existing special rules for inherited properties; and (iii) broaden the scope of legal entity ownership changes that trigger reassessment of properties. The District cannot make any assurance as to what effect the implementation of Proposition 19 will have on assessed valuation of real property in the District.

Assessed Valuation By Jurisdiction. The following table sets forth assessed valuation in the District by jurisdiction.

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
2020-21 Assessed Valuation by Jurisdiction**

[on order]

Source: California Municipal Statistics, Inc.

Assessed Valuation by Land Use. The following table shows the land use of property in the District, as measured by assessed valuation and the number of parcels for fiscal year 2020-21. As shown, the majority of the District's assessed valuation is represented by residential property.

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
Local Secured Property Assessed Valuation and Parcels by Land Use
Fiscal Year 2020-21**

[on order]

(1) Local secured assessed valuation; excluding tax-exempt property.
Source: *California Municipal Statistics, Inc.*

Assessed Valuation of Single Family Residential Parcels. The following table shows a breakdown of the assessed valuations of improved single-family residential parcels in the District for fiscal year 2020-21, including the median and average assessed value of single-family parcels in the District.

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
Per Parcel Assessed Valuation of Single Family Homes
Fiscal Year 2020-21**

[on order]

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: *California Municipal Statistics, Inc.*

Reassessments and Appeals of Assessed Value

There are general means by which assessed values can be reassessed or appealed that could adversely impact property tax revenues within the District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution" in APPENDIX A.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the County board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values, adjusted for inflation, when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

Proposition 8 reductions may also be unilaterally applied by the County Assessor. The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers or by reductions initiated by the County Assessor. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Refunding Bonds to increase accordingly, so that the fixed debt service on the Refunding Bonds (and other outstanding general obligation bonds, if any) may be paid.

Typical Tax Rates

Below are historical typical tax rates in a typical tax rate area (Tax Rate Area 67-45) within the District for fiscal years 2016-17 through 2020-21.

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
Typical Total Tax Rates per \$100 of Assessed Valuation (TRA 67-45)⁽¹⁾
Fiscal Years 2016-17 through 2020-21**

	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
General Tax Rate	\$1.000000	\$1.000000			
Yuba Joint Community College District	.024935	.025348	[on order]	[on order]	[on order]
Pierce Joint Unified School District	.020000	.059400			
Total Tax Rate	\$1.044935	\$1.084748			

(1) 2020-21 assessed valuation of TRA 67-45 is \$ _____ which is _____ % of the District's total assessed valuation.
Source: California Municipal Statistics, Inc.

Tax Levies and Delinquencies; Teeter Plan

Each of the Counties 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 local agency is

credited the amount of its uncollected property taxes in the same manner as if the amount credited had been collected. In return, the Counties receives and retains delinquent payments, penalties and interest as collected, that otherwise would have been due the local agency.

The Counties are responsible for determining the amount of the *ad valorem* tax levy on each parcel in the District, which is entered onto the secured real property tax roll. Upon completion of the secured real property tax roll, each County auditor determines the total amount of taxes and assessments actually extended on the roll for each fund for which a tax levy has been included, and apportions 100 percent of the tax and assessment levies to that fund's credit. Such monies may thereafter be drawn against by the taxing agency in the same manner as if the amount credited had been collected.

Under the Teeter Plan, each of the Counties establishes a Tax Loss Reserve Fund. Each of the Counties determines which monies in the treasury of such County (including those credited to the Tax Loss Reserve Fund) shall be available to be drawn on to the extent of the amount of uncollected taxes credited to each fund for which a levy has been included. When amounts are received on the secured tax roll for the current year, or for redemption of tax-defaulted property, Teeter Plan monies are distributed to the apportioned tax resources accounts. The Tax Loss Reserve Fund is used exclusively to cover lost income occurring as a result of tax-defaulted property. Monies in this fund are derived from several sources. While amounts collected as costs are distributed to the respective Counties' general fund, delinquent penalty collections are distributed to the Tax Loss Reserve Fund of such County.

When tax-defaulted property is sold, the taxes and assessments which constitute the amount required to redeem the property are prorated between apportioned (Teeter) levies and unapportioned (or non-Teeter) levies. The pro rata share for apportioned levies is distributed to the Tax Loss Reserve Fund. The pro rata share for unapportioned levies is prorated between tax levies and assessment levies and then distributed to the applicable funds. If the Tax Loss Reserve Fund exceeds 1 percent of the total taxes and assessments levied on the secured roll for that year, the amounts coming in after it reaches 1 percent are credited to the general fund of the related County. Upon adoption of a resolution by the Board of Supervisors of each of the Counties by September 1 of any fiscal year, the 1 percent Tax Loss Reserve Fund threshold may be reduced to 25 percent of the total delinquent taxes and assessments for the previous year for such County.

So long as the Teeter Plan remains in effect in the Counties, the District's receipt of revenues with respect to the levy of *ad valorem* property taxes will not be dependent upon actual collections of the *ad valorem* property taxes by the Counties. However, under the statute creating the Teeter Plan, a Board of Supervisors could under certain circumstances terminate its Teeter Plan in its entirety or terminate its Teeter Plan as to the District if the delinquency rate for all *ad valorem* property taxes levied within the District in any year exceeds 3 percent.

Largest Property Owners

The following table shows the 20 largest taxpayers in the District as determined by their secured assessed valuations in fiscal year 2020-21. Each taxpayer listed below is a unique name listed on the tax rolls. The District cannot determine from County assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below. A large concentration of ownership in a single individual or entity results in a greater amount of tax collections which are dependent upon that property owner's ability or willingness to pay property taxes.

PIERCE JOINT UNIFIED SCHOOL DISTRICT Top 20 Secured Property Taxpayers Fiscal Year 2020-21

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2020-21 Assessed Valuation</u>	<u>% of Total ⁽¹⁾</u>
1.	Frederick S. & Valerie Strain Trust	Agricultural	\$41,918,956	3.10%
2.	River Garden Farms Co.	Agricultural	35,717,455	2.64
3.	Vann Brothers GP	Agricultural	31,098,115	2.30
4.	Thomas E. & Perry T. Charter	Agricultural	28,628,740	2.11
5.	Mariani-Bonner LLC	Agricultural	17,019,706	1.26
6.	T & P Farms	Agricultural	16,899,341	1.25
7.	Ritchie Bros. Properties Inc.	Agricultural	16,878,645	1.25
8.	Paul R. Minasian, Trustee	Agricultural	16,844,015	1.24
9.	Jon Lee Almond LLC	Agricultural	16,722,525	1.24
10.	Devinder Singh	Agricultural	15,403,100	1.14
11.	Remsun LLC	Agricultural	14,979,503	1.11
12.	Sun Valley Milling Company LLC	Agricultural	12,994,690	0.96
13.	Gerald A. and Elaine Rominger	Agricultural	11,754,852	0.87
14.	Alamo Farms	Agricultural	10,654,816	0.79
15.	Arbuckle Ranch	Agricultural	9,860,592	0.73
16.	Arwill Farms LLC	Agricultural	9,803,813	0.72
17.	California Resources Production Corporation	Oil Exploration	8,596,886	0.64
18.	Bruce Meyers	Agricultural	8,473,078	0.63
19.	Julie B. & Winson R. Peterson II	Agricultural	8,165,460	0.60
20.	Pilot Corporation	Truck Terminal	<u>7,965,584</u>	<u>0.59</u>
			<u>\$340,379,872</u>	<u>25.14%</u>

(1) 2020-21 local secured assessed valuation: \$1,353,770,921.
Source: California Municipal Statistics, Inc.

Debt Obligations

Set forth below is a direct and overlapping debt report (the "**Debt Report**") prepared by California Municipal Statistics, Inc. for debt issued as of May 1, 2021. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. 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.

PIERCE JOINT UNIFIED SCHOOL DISTRICT
Statement of Direct and Overlapping Bonded Debt
(As of May 1, 2021)

[on order]

(1) Includes the Refunded Bonds, but excludes the Refunding Bonds offered for sale hereunder.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: *California Municipal Statistics, Inc.*

BOND INSURANCE

The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Refunding Bonds and, if a commitment is issued to insure the Refunding Bonds, will determine prior to the sale of the Refunding Bonds whether to obtain such insurance.

TAX MATTERS

Tax Exemption

The interest on the Refunding Bonds is not excluded from gross income for federal income tax purposes. However, in the opinion of Jones Hall, A Professional Law Corporation, Bond Counsel, San Francisco, California, interest on the Refunding Bonds is exempt from California personal income taxes. The proposed form of opinion of Bond Counsel with respect to the Refunding Bonds, which is to be delivered on the date of issuance of the Refunding Bonds, is set forth in APPENDIX D.

Owners of the Refunding Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Refunding Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Refunding Bonds other than as expressly described above.

A copy of the proposed form of opinion of Bond Counsel is attached as APPENDIX D to this Official Statement.

VERIFICATION OF MATHEMATICAL ACCURACY

The Verification Agent, upon delivery of the Refunding Bonds, will deliver a report of the mathematical accuracy of certain computations, contained in schedules provided to them on behalf of the District, relating to the sufficiency of the anticipated amount of proceeds of the Refunding Bonds and other funds available to pay upon prior redemption, interest and redemption premium requirements of the Refunded Bonds described under the heading "THE REFINANCING PLAN."

The report of the Verification Agent will include the statement that the scope of their engagement is limited to verifying mathematical accuracy, of the computations contained in such schedules provided to them, and that they have no obligation to update their report because of events occurring, or data or information coming to their attention, subsequent to the date of their report.

CONTINUING DISCLOSURE

The District will execute the Continuing Disclosure Certificate in connection with the issuance of the Refunding Bonds, and covenant therein, for the benefit of holders and beneficial owners of the Refunding Bonds to provide certain financial information and operating data relating to the District to the Municipal Securities Rulemaking Board (an “**Annual Report**”) not later than nine months after the end of the District’s fiscal year (which currently is June 30), commencing March 31, 2022, with the report for the 2020-21 Fiscal Year, and to provide notices of the occurrence of certain enumerated events. Such notices will be filed by the District with the Municipal Securities Rulemaking Board. The specific nature of the information to be contained in an Annual Report or the notices of enumerated events is set forth in the form of Continuing Disclosure Certificate attached as APPENDIX E. These covenants have been made in order to assist the Underwriter of the Refunding Bonds in complying with S.E.C. Rule 15c2-12(b)(5) (the “**Rule**”).

In the previous five years, [the District failed to timely file notice of an insured rating change]. The District has engaged Isom Advisors, a Division of Urban Futures, Inc., to serve as dissemination agent with respect to each of its continuing disclosure undertakings, including the undertaking to be entered into for the Refunding Bonds.

Neither the Counties nor any other entity other than the District shall have any obligation or incur any liability whatsoever with respect to the performance of the District’s duties regarding continuing disclosure.

CERTAIN LEGAL MATTERS

No litigation is pending or threatened concerning the validity of the Refunding Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Refunding Bonds. The District is not aware of any litigation pending or threatened that (i) questions the political existence of the District, (ii) contests the District’s ability to receive ad valorem taxes or to collect other revenues or (iii) contests the District’s ability to issue and sell the Refunding Bonds.

The District is routinely 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. The District may be or may become a party to lawsuits and claims which are unrelated to the Refunding Bonds or actions taken with respect to the Refunding Bonds and which have arisen in the normal course of operating the District, including as a result of the COVID-19 pandemic. The District maintains certain insurance policies which provide coverage under certain circumstances and with respect to certain types of incidents. The District cannot predict what types of claims may arise in the future.

RATING

_____ (“_____”), has assigned a rating of “_____” to the Refunding Bonds. The District has provided certain additional information and materials to _____ (some of which does not appear in this Official Statement to the extent deemed not material for investment purposes). Such rating reflects only the view of _____ and an explanation of the significance of such rating and outlook may be obtained only from _____. There is no assurance that any credit rating given to the Refunding

Bonds will be maintained for any period of time or that the rating may not be lowered or withdrawn entirely by ___ if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Refunding Bonds.

UNDERWRITING

The Refunding Bonds are being sold to RBC Capital Markets, LLC (the “**Underwriter**”), pursuant to a bond purchase agreement for the Refunding Bonds. The Underwriter has agreed to purchase the Refunding Bonds at a price of \$_____, representing the principal amount of the Refunding Bonds, plus original issue premium of \$_____ and less Underwriter’s discount of \$_____. The Underwriter may offer and sell Refunding Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriter.

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

References in this Official Statement to the Bond Resolution, the Escrow Agreement and the Continuing Disclosure Certificate are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to said documents. Copies of the documents mentioned under this heading are available from the Underwriter and following delivery of the Refunding Bonds will be on file at the offices of the Paying Agent.

References are also made herein to certain documents and reports relating to the District; such references are brief summaries and do not purport to be complete or definitive. Copies of such documents are available from upon written request to the District.

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 Refunding Bonds.

EXECUTION

The execution and delivery of this Official Statement have been duly authorized by the District.

PIERCE JOINT UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX A

GENERAL AND FINANCIAL INFORMATION ABOUT THE DISTRICT

The information in this and other sections concerning the District's operations and operating budget 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 Refunding Bonds is payable from the general fund of the District. The Refunding Bonds are payable from the proceeds of an ad valorem tax required to be levied by the County of Colusa and the County of Yolo (together, the "Counties") in an amount sufficient for the payment thereof. See "SECURITY FOR THE BONDS" in the Official Statement.

DISTRICT GENERAL INFORMATION

General Information

The District encompasses an area of approximately 435 square miles, serving the communities of Arbuckle, Dunnigan, Grimes and College City and the surrounding areas in southern Colusa County and a small portion of Yolo County. The District currently operates two elementary schools, one middle school, one high school and one continuation high school. Enrollment in the District is approximately 1,440 students for fiscal year 2020-21.

See also APPENDIX C hereto for demographic and other statistical information regarding Colusa County.

Administration

Board of Trustees. The District is governed by a five-member Board, each member of which is elected to a four-year term. Elections for positions to the Board are held every two years, alternating between two and three available positions. Current members of the Board, together with their office and the date their term expires, are listed below:

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Amy Charter	President	December 20__
Abel Gomez	Vice President	December 20__
Barbara Bair	Clerk	December 20__
John R. Friel	Member	December 20__
George Green	Member	December 20__

Administrative Personnel. The Superintendent of the District, appointed by the Board, is responsible for management of the day-to-day operations and supervises the work of other District administrators. Carol Geyer is currently the Superintendent of the District and Daena Meras is the Chief Business Official.

Recent Enrollment Trends

The following table shows a recent history and budgeted enrollment for the District.

ANNUAL ENROLLMENT
Fiscal Years 2014-15 through 2020-21
Pierce Joint Unified School District

<u>Fiscal Year</u>	<u>Student Enrollment</u>	<u>% Change</u>
2014-15	1,443	--%
2015-16	1,486	3.0
2016-17	1,480	(0.4)
2017-18	1,473	(0.5)
2018-19	1,479	0.4
2019-20	1,454	(1.7)
2020-21	1,440	(1.0)

Source: California Department of Education for 2014-15 through 2019-20; Pierce Joint Unified School District for 2020-21.

District’s Response to COVID-19 Emergency

In March, 2020, the District closed its schools for on-site learning to reduce the potential for community transmission of COVID-19. The closure was extended through the end of the academic school year, and the 2020-21 school year has begun in an at-home learning format. On August 28, 2020, the Governor released a new system called “Blueprint for a Safer California,” which places the State’s 58 counties into four color-coded tiers – purple, red, orange, and yellow, in descending order of severity – based on the number of new daily cases of COVID-19 and the percentage of positive tests. Under the State’s “Blueprint for a Safer California” (the “**Blueprint**”) counties must spend at least three weeks in each tier before advancing to the next one. Colusa County is currently assigned to the red tier, which is the second most restrictive tier and Yolo County is currently assigned to the orange tier, which is the second least restrictive tier.

Under the Blueprint, schools can reopen for in-person instruction in accordance with the California Department of Public Health’s “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year” (the “**Guidelines**”). The Guidelines became effective January 25, 2021, were most recently updated on February 22, 2021, and consolidate and update prior State public health guidance and orders related to schools.

The District received approximately \$___ million in relief funds in 2020 to address costs which may have resulted from the COVID-19 emergency, including \$___ million from CARES Act funding. The District was allocated a total of \$___ million from the Coronavirus Response and Relief Supplemental Appropriations Act and has an estimated \$___ million allocation from the American Rescue Plan for direct emergency grants to students and institutional support to mitigate the impact of COVID-19 pandemic. However, the District can make no representation as to the timing of receipt of such funds. Because the District is funded pursuant to the State’s Local Control Funding Formula (the “**LCFF**”), the District’s main operating revenues will be impacted by the State’s financial position in the current and future fiscal years. As a result of the COVID-19 emergency, the State’s revenues are predicted to decline sharply from the original budget for the current fiscal year, and in the near future. A corresponding decline in education funding is expected, but the extent of the decline, and whether additional federal funding will be available to school district, is not known at this time. See herein under the heading “STATE

FUNDING OF EDUCATION; RECENT STATE BUDGETS” for information on the State’s current and proposed budgets, and commentary provided by the LAO on the State Department of Finance on the State’s fiscal outlook.

The District has incurred costs that were not anticipated at the time of its 2020-21 Budget as a result of COVID-19, such as the costs of mitigation measures and of implementing distance learning. However, funding under the CARES Act and other cost-saving impacts of not operating site-based learning, such as reductions in transportation costs, fuel and electricity costs, provide offsets to those expenses. With respect to pension costs, the District cannot currently predict if the COVID-19 emergency will have a material impact on its required employer contributions which could arise if the unfunded actuarial accrued liabilities of PERS and STRS materially increase. The District maintains reserves for economic uncertainties, which exceed the State required minimum reserve. See “DISTRICT FINANCIAL INFORMATION – District Budget and Interim Financial Reporting - District Reserves.”

The impacts of the COVID-19 emergency on global, State-wide and local economies, which could impact District operations and finances, and local property values are unknown and cannot be predicted by the District.

Employee Relations

The District has 75.4 certificated full-time equivalent (“FTE”) employees, 40.3 classified FTE employees, and 17.0 management/supervisor/confidential FTE employees.

The certificated and classified employees of the District are represented by two bargaining units, as set forth in the following table.

BARGAINING UNITS		
Pierce Joint Unified School District		
Employee Group	Representation	Contract Expiration Date
Certificated	Pierce Joint Educators Association	June 30, 20__
Classified	California School Employees Association	June 30, 20__

Source: The District.

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DISTRICT FINANCIAL INFORMATION

Education Funding Generally

School districts in California receive operating income primarily from two sources: the State funded portion which is derived from the State's general fund, and a locally funded portion, being the district's share of the one percent general *ad valorem* tax levy authorized by the California Constitution. As a result, decreases or deferrals in education funding by the State could significantly affect a school district's revenues and operations.

From 1973-74 to 2012-13, California school districts operated under general purpose revenue limits established by the State Legislature. In general, revenue limits were calculated for each school district by multiplying (1) the average daily attendance ("**ADA**") for such district by (2) a base revenue limit per unit of ADA. The revenue limit calculations were adjusted annually in accordance with a number of factors designated primarily to provide cost of living increases and to equalize revenues among all California school districts of the same type. Funding of the District's revenue limit was provided by a mix of local property taxes and State apportionments of basic and equalization aid. Generally, the State apportionments amounted to the difference between the District's revenue limit and its local property tax revenues. Districts which had local property tax revenues which exceeded its revenue limit entitlement were deemed "Basic Aid Districts" and received full funding from local property tax revenues, and were entitled to keep those tax revenues which exceeded its revenue limit funding entitlement.

The fiscal year 2013-14 State budget (the "**2013-14 State Budget**") replaced the previous K-12 finance system with a formula known as the Local Control Funding Formula (the "**LCFF**"). Under the LCFF, revenue limits and most state categorical programs were eliminated. School districts instead receive funding based on the demographic profile of the students they serve and gain greater flexibility to use these funds to improve outcomes of students. The LCFF creates funding targets based on student characteristics. For school districts and charter schools, the LCFF funding targets consist of grade span-specific base grants plus supplemental and concentration grants that reflect student demographic factors. The LCFF includes the following components:

- A base grant for each local education agency per unit of ADA, which varies with respect to different grade spans. The base grant is \$2,375 more than the average revenue limit provided prior to LCFF implementation. The base grants will be adjusted upward each year to reflect cost-of-living increases. In addition, grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in grades K-3 and the provision of career technical education in grades 9-12.
- A 20% supplemental grant for English 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 50% of a local education agency's base grant, based on the number of English learners, students from low-income families and foster youth served by the local agency that comprise more than 55% of enrollment.

- An economic recovery target to ensure that almost every local education agency receives at least their pre-recession funding level, adjusted for inflation, at full implementation of the LCFF.

The LCFF was implemented for fiscal year 2013-14 and was phased in gradually. Beginning in fiscal year 2013-14, an annual transition adjustment was required to be calculated for each school district, equal to each district's proportionate share of the appropriations included in the State budget based on the percentage of each district's students who are low-income, English learners, and foster youth ("**Targeted Students**"), to close the gap between the prior-year funding level and the target allocation at full implementation of LCFF. In each year, districts will have the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap.

Funding levels used in the LCFF target entitlement calculations, not including any supplemental or concentration grant funding entitlements, for fiscal year 2020-21 are set forth in the following table. Full implementation of LCFF occurred in fiscal year 2018-19 in connection with adoption of the State Budget for said fiscal year.

**Fiscal Year 2020-21 Base Grant⁽¹⁾ Under LCFF by Grade Span
(Targeted Base Grant)**

<u>Entitlement Factors per ADA</u>	<u>K-3</u>	<u>4-6</u>	<u>7-8</u>	<u>9-12</u>
2019-20 Base Grants	\$7,702	\$7,818	\$8,050	\$9,329
Statutory COLA (2.31%)	\$178	\$181	\$186	\$215
2020-21 Base Grant Before Deficit Factor	\$7,880	\$7,999	\$8,236	\$9,544
Deficit Factor Impact	(\$178)	(\$181)	(\$186)	(\$215)
2020-21 Base Grants After Deficit Factor	\$7,702	\$7,818	\$8,050	\$9,329
Grade Span Adjustment Factors	10.4%	--	--	2.6%
Grade Span Adjustment Amounts	\$801	--	--	\$243
2020-21 Adjusted Base Grants ⁽²⁾	\$8,503	\$7,818	\$8,050	\$9,572

(1) Does not include supplemental and concentration grant funding entitlements.

(2) Reflects 0% cost of living adjustment from fiscal year 2019-20.

The legislation implementing LCFF included a "hold harmless" provision which provided that a district or charter school would maintain total revenue limit and categorical funding at least equal to its 2012-13 level, unadjusted for changes in ADA or cost of living adjustments.

The LCFF includes an accountability component. Districts are required to increase or improve services for English language learners, low income, and foster youth students in proportion to supplemental and concentration grant funding received. All school districts, county offices of education, and charter schools are required to develop and adopt local control and accountability plans, which identify local goals in areas that are priorities for the State, including pupil achievement, parent engagement, and school climate.

County superintendents review and provide support to the districts under their jurisdiction, and the Superintendent of Public Instruction performs a corresponding role for county offices of education. In addition, the 2013-14 State Budget created the California Collaborative for Education Excellence to advise and assist school districts, county offices of education, and charter schools in achieving the goals identified in their plans. Under the LCFF and related legislation, the State will continue to measure student achievement through statewide

assessments, produce an index for schools and subgroups of students, determine the contents of the school accountability report card, and establish policies to implement the federal accountability system.

District Accounting Practices

The accounting practices of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts.

District accounting is organized on the basis of funds, with each group consisting of a separate accounting entity. The major fund classification is the general fund which accounts for all financial resources not requiring a special fund placement. The District's fiscal year begins on July 1 and ends on June 30. For more information on the District's basis of accounting and fund accounting, see Note 1 of APPENDIX B to the Official Statement.

District expenditures are accrued at the end of the fiscal year to reflect the receipt of goods and services in that year. Revenues generally are recorded on a cash basis, except for items that are susceptible to accrual (measurable and/or available to finance operations). Current taxes are considered susceptible to accrual. Revenues from specific state and federally funded projects are recognized when qualified expenditures have been incurred. State block grant apportionments are accrued to the extent that they are measurable and predictable. The State Department of Education sends the District updated information from time to time explaining the acceptable accounting treatment of revenue and expenditure categories.

The Governmental Accounting Standards Board ("**GASB**") published its Statement No. 34 "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments" on June 30, 1999. Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management's Discussion and Analysis; (ii) financial statements prepared using the economic measurement focus and the accrual basis of accounting, (iii) fund financial statements prepared using the current financial resources measurement focus and the modified accrual method of accounting and (iv) required supplementary information.

Financial Statements

General. The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. The District's June 30, 2020 Audited Financial Statements were prepared by James Marta & Company LLP, Certified Public Accountants, Sacramento, California and are attached to the Official Statement as APPENDIX B. Audited financial statements for the District for prior fiscal years are on file with the District and available for public inspection at the Office of the Chief Business Official, Pierce Joint Unified School District, 540A 6th Street P.O. Box 239, Arbuckle, California 95912, Telephone: (530) 476-2892. The District has not requested, and the auditor has not provided, any review or update of such Financial Statements in connection with inclusion in this Official Statement.

General Fund Revenues, Expenditures and Changes in Fund Balance. The following table shows the audited income and expense statements for the District for the fiscal years 2015-16 through 2019-20.

**GENERAL FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Fiscal Years 2015-16 through 2019-20 (Audited)⁽¹⁾
Pierce Joint Unified School District**

Revenues	Audited 2015-16	Audited 2016-17	Audited 2017-18	Audited 2018-19	Audited 2019-20
LCFF Sources	\$12,948,553	\$13,708,925	\$13,809,143	\$14,994,213	\$15,488,195
Federal Revenue	396,468	477,963	444,229	412,765	480,519
Other State Revenue	1,849,770	1,993,098	1,459,184	2,292,340	1,792,942
Other Local Revenue	725,128	423,055	416,109	475,079	1,371,076
Total Revenues	15,919,919	16,603,041	16,128,665	18,174,397	19,132,732
Expenditures					
Certificated Salaries	6,090,785	6,563,938	6,826,039	6,694,699	6,936,431
Classified Salaries	1,695,669	1,836,784	1,917,339	2,003,755	2,014,722
Employee Benefits	2,623,020	2,924,823	3,268,286	4,110,953	3,882,786
Books and Supplies	1,117,374	1,370,233	833,650	963,836	814,727
Services & Other Operating Expenditures	1,441,483	1,572,877	1,586,800	1,512,104	1,526,351
Capital Outlay	226,377	732,773	1,048,672	702,263	1,335,519
Other Outgo	579,427	791,227	787,159	973,416	1,121,019
Debt Service Expenditures	--	--	--	--	--
Total Expenditures	13,774,135	15,792,655	16,267,945	16,961,026	17,631,555
Excess (Deficiency) of Revenues over Expenditures	2,145,135	810,386	(139,280)	1,213,371	1,501,177
Other Financing Sources (Uses)					
Operating Transfers In	4,679	--	--	7,998	--
Operating Transfers Out	(450,000)	--	(775,040)	(29,592)	(371,747)
Total Other Financing Sources (Uses)	(445,321)	--	(775,040)	(21,594)	(371,747)
Net Change in Fund Balance	1,700,463	810,386	(914,320)	1,191,777	1,129,430
Fund Balances - July 1	5,382,336	7,082,799	7,893,185	6,978,865	8,170,642
Fund Balances - June 30	\$7,082,799	\$7,893,185	\$6,978,865	\$8,170,642	\$9,300,072

(1) Totals may not sum due to rounding.

Source: Audited financial statements of the District

District Budget and Interim Financial Reporting

Budgeting and Interim Reporting Procedures. 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 Colusa County Superintendent of Schools (the "**County Superintendent**").

The County Superintendent must review and approve or disapprove the budget no later than August 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. If the budget is disapproved, it is returned to the District with recommendations for revision. The District is then required to revise the budget, hold a public hearing thereon, adopt the revised budget and file it with the County Superintendent no later than September 8. Pursuant to State law, the County Superintendent has available various remedies by which to impose and enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved. After approval of an adopted budget, the school district's administration may submit budget revisions for governing board approval.

Subsequent to approval, the County Superintendent will monitor each district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If the County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent will notify the district's governing board of the determination and may then do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent will so notify the State Superintendent of Public Instruction, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) after also consulting with the district's board, develop and impose revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. 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.

A State law adopted in 1991 ("**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, each school district is required to file 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 two fiscal years. 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 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 is deemed unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years.

Under California law, any school district and office of education that has 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 anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the district, unless the applicable county superintendent of schools determines that the district's repayment of indebtedness is probable.

District's Budget Approval/Disapproval and Certification History. During the past five years, each of the District's adopted budgets have been approved by the County Superintendent and the District has received positive certifications on all of its interim reports.

Copies of the District's budget, interim reports and certifications may be obtained upon request from the District Office at Pierce Joint Unified School District, 540A 6th Street P.O. Box 239, Arbuckle, California 95912, Telephone: (530) 476-2892. The District may impose charges for copying, mailing and handling.

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District's General Fund. The following table shows the general fund figures for the District for fiscal year 2020-21 (adopted budget and second interim report).

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
Revenues, Expenditures, and Changes in General Fund Balance
Fiscal Year 2020-21 (Adopted Budget and Second Interim Report)**

	Adopted Revision 2020-21	Second Interim 2020-21
Revenues		
Total LCFF Sources	\$15,303,509	\$15,180,954
Federal Revenues	1,922,481	1,922,481
Other state revenues	1,448,543	1,448,543
Other local revenues	717,691	687,691
Total Revenues	19,392,224	19,239,679
Expenditures		
Certificated Salaries	7,074,003	7,308,687
Classified Salaries	2,016,076	2,033,674
Employee Benefits	3,519,344	3,570,419
Books and Supplies	3,233,559	3,211,056
Contract Services & Operating Exp.	2,648,799	2,662,799
Capital Outlay	1,244,016	1,244,016
Other Outgo (excluding indirect costs)	1,082,426	1,082,426
Other Outgo – Transfers of Indirect Costs	--	--
Total Expenditures	20,818,223	21,113,077
Excess of Revenues Over/(Under) Expenditures	(1,425,999)	(1,873,398)
Other Financing Sources (Uses)		
Operating transfers in	--	--
Operating transfers out	(228,448)	(228,448)
Other sources	--	--
Contributions	--	--
Total Other Financing Sources (Uses)	(228,448)	(228,448)
Net change in fund balance	(1,654,447)	(2,101,846)
Fund Balance, July 1	9,298,945	9,298,945
Fund Balance, June 30	\$7,644,498	\$7,197,099

Source: Pierce Joint Unified School District Second Interim Report.

District Reserves. The District's ending fund balance is the accumulation of surpluses from prior years. This fund balance is used to meet the State's minimum required reserve of 3% of expenditures, plus any other allocation or reserve which might be approved as an expenditure by the District in the future. The District has requirement board-adopted policy of maintaining at least 5% of unrestricted general fund expenditures in reserve.

In connection with legislation adopted in connection with the State's fiscal year 2014-15 Budget ("SB 858"), the Education Code was amended to provide that, beginning in fiscal year 2015-16, if a district's proposed budget includes a local reserve above the minimum recommended level, the governing board must provide the information for review at the annual public hearing on its proposed budget. In addition, SB 858 included a provision, which became effective upon the passage of Proposition 2 at the November 4, 2014 statewide election, which limits the amount of reserves which may be maintained at the District level. Specifically, the

legislation, among other things, enacted Education Code Section 42127.01, which became operative December 15, 2014, and provides that in any fiscal year immediately after a fiscal year in which a transfer is made to the State’s Public School System Stabilization Account (the Proposition 98 reserve), a school district may not adopt a budget that contains a reserve for economic uncertainties in excess of twice the applicable minimum recommended reserve for economic uncertainties established by the State Board (for school districts with ADA over 400,000, the limit is three times the amount). Exemptions can be granted by the County Superintendent under certain circumstances.

On October 11, 2017, the Governor signed new legislation (“**SB 751**”) amending Section 42127.01 of the Education Code, effective January 1, 2018. SB 751 raises the reserve cap established under SB 858 to no more than 10% of a school district’s combined assigned or unassigned ending general fund balance and provides that the reserve cap will be triggered only if there is a minimum balance of 3% of the Proposition 98 reserve. Basic aid school districts and small districts with 2,500 or fewer ADA are exempt from the reserve cap.

Attendance - Revenue Limit and LCFF Funding

Funding Trends under LCFF. As described herein, prior to fiscal year 2013-14, school districts in California received State funding based on a formula which considered a revenue limit per unit of ADA. With the implementation of the LCFF, commencing in fiscal year 2013-14, school districts receive base funding based on ADA, and may also be entitled to supplemental funding, concentration grants and funding based on an economic recovery target. The following table sets forth recent LCFF funding per ADA for the District for fiscal years 2014-15 through 2020-21 (projected).

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
ADA and LCFF Funding
Fiscal Years 2014-15 through 2020-21 (Projected)**

Fiscal Year	ADA	LCFF Funding Per ADA
2014-15	1,394	\$7,981
2015-16	1,439	9,001
2016-17	1,425	9,621
2017-18	1,417	9,746
2018-19	1,416	10,592
2019-20	1,400	11,063
2020-21 ⁽¹⁾	1,400	10,844

⁽¹⁾ Second Interim.

Source: California Department of Education; Pierce Joint Unified School District.

District’s Unduplicated Student Count. Under LCFF, school districts are entitled to supplemental funding based on the unduplicated count of targeted students. The District’s percentage of unduplicated students is approximately 74% for purposes of calculating supplemental and concentration grant funding under LCFF.

Possible Impacts of Coronavirus. As described herein, the short-term and long-term impact of COVID-19 on the District’s attendance, revenues and local property values cannot be predicted. The Bonds described in this Official Statement are secured by *ad valorem* property taxes, and not the District’s general fund. See “SECURITY FOR THE REFUNDING BONDS – COVID-19 Global Pandemic.”

Revenue Sources

The District categorizes its general fund revenues into four sources, being LCFF, Federal Revenues, Other State Revenues and Local Revenues. Each of these revenue sources is described below.

LCFF Sources. District funding is provided by a mix of (1) local property taxes and (2) State apportionments of funding under the LCFF. Generally, the State apportionments will amount to the difference between the District's LCFF funding entitlement and its local property tax revenues.

Beginning in 1978-79, Proposition 13 and its implementing legislation provided for each county to levy (except for levies to support prior voter-approved indebtedness) and collect all property taxes, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

The principal component of local revenues is the school district's property tax revenues, i.e., the 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. Education Code Section 42238(h) itemizes the local revenues that are counted towards the base revenue limit before calculating how much the State must provide in equalization aid. Historically, the more local property taxes a district received, the less State equalization aid it is entitled to.

Under LCFF, a school district whose property tax revenues exceed its funding under the LCFF is entitled to keep its local property tax revenues which exceed its LCFF funding, maintaining its status as a Basic Aid District, now referred to as a "Community Supported District." For school districts that were Basic Aid prior to implementation of the LCFF, such districts are entitled to retain their status as Community Supported and keep their full local property tax revenue entitlement, provided that the per-pupil funding targets under LCFF, including economic recovery targets, are met or exceeded by local property tax revenues. The threshold for Community Supported status under the LCFF, however, is higher than under the prior funding formula, resulting in some districts falling out of Community Supported status as the result of the implementation of the LCFF. The District is not a Community Supported District. Accountability measures contained in the LCFF must be implemented by all districts, including Community Supported Districts.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under Every Student Succeeds Act, the Individuals with Disabilities Education Act, and specialized programs such as Drug Free Schools.

Other State Revenues. As discussed above, the District receives State apportionment of basic and equalization aid in an amount equal to the difference between the District's LCFF funding entitlement and its property tax revenues. In addition to such apportionment revenue, the District receives other State revenues.

The District receives State aid from the California State Lottery (the "**Lottery**"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of

research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instruction material.

For additional discussion of State aid to school districts, see “-Education Funding Generally.”

Other Local Revenues. In addition to property taxes, the District receives additional local revenues from items such as interest earnings, leases and rentals.

District Retirement Systems

Qualified employees of the District are covered under multiple-employer defined benefit pension plans maintained by agencies of the State. Certificated employees are members of the State Teachers’ Retirement System (“STRS”) and classified employees are members of the Public Employees’ Retirement System (“PERS”). Both STRS and PERS are operated on a Statewide basis. *The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.*

STRS. All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended. The program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers and the State. The District’s employer contributions to STRS for recent fiscal years are set forth in the following table.

**STRS Contributions
Pierce Joint Unified School District
Fiscal Years 2015-16 through 2020-21 (Projected)**

Fiscal Year	Amount
2015-16	\$635,416
2016-17	794,756
2017-18	939,083
2018-19	1,066,031
2019-20	1,180,212
2020-21 ⁽¹⁾	1,533,042

⁽¹⁾ Second Interim.
Source: Pierce Joint Unified School District.

Historically, employee, employer and State contribution rates did not vary annually to account for funding shortfalls or surpluses in the STRS plan. In recent years, the combination of investment earnings and statutory contributions were not sufficient to pay actuarially required amounts. As a result, the STRS defined benefit program showed an estimated unfunded actuarial liability of approximately \$102.6 billion as of June 30, 2019 (the date of the last actuarial valuation). In connection with the State’s adoption of its fiscal year 2014-15 Budget, the Governor signed into law Assembly Bill 1469 (“**AB 1469**”), which represents a legislative effort to address the unfunded liabilities of the STRS pension plan. AB 1469 addressed the funding gap by increasing

contributions by employees, employers and the State. In particular, employer contribution rates are scheduled to increase through at least fiscal year 2020-21, from a contribution rate of 8.88% in fiscal year 2013-14 to 19.1% in fiscal year 2020-21. Thereafter, employer contribution rates will be determined by the STRS board to reflect the contribution required to eliminate unfunded liabilities by June 30, 2046.

The District's employer contribution rates for fiscal years 2015-16 through 2019-20 were 10.73%, 12.58%, 14.43%, 16.28%, and 17.10%, respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2020-21 through fiscal year 2022-23 are set forth in the following table.

**EMPLOYER CONTRIBUTION RATES (STRS)
Fiscal Years 2020-21 through 2022-23**

<u>Fiscal Year</u>	<u>Employer Contribution Rate⁽¹⁾</u>
2020-21	16.15%
2021-22	16.02
2022-23	18.10

(1) Expressed as a percentage of covered payroll.
Source: AB 1469

PERS. All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State. PERS provides retirement, disability, and death benefits to plan members and beneficiaries. The District is part of a cost-sharing pool within PERS known as the "Schools Pool." Benefit provisions are established by State statutes, as legislatively amended. Contributions to PERS are made by employers and employees. Each fiscal year, the District is required to contribute an amount based on an actuarially determined employer rate. The District's employer contributions to PERS for recent fiscal years are set forth in the following table.

**PERS Contributions
Pierce Joint Unified School District
Fiscal Years 2015-16 through 2020-21 (Projected)**

<u>Fiscal Year</u>	<u>Amount</u>
2015-16	\$220,106
2016-17	262,927
2017-18	321,583
2018-19	376,936
2019-20	415,574
2020-21 ⁽¹⁾	385,261

(1) Second Interim.
Source: Pierce Joint Unified School District.

Like the STRS program, the PERS program has experienced an unfunded liability in recent years. The PERS unfunded liability, on a market value of assets basis, was approximately \$31.4 billion as of June 30, 2019 (the date of the last actuarial valuation). To address this issue, the PERS board has taken a number of actions. In April 2013, for example, the PERS board approved changes to the PERS amortization and smoothing policy intended to reduce volatility in

employer contribution rates. In addition, in April 2014, PERS set new contribution rates, reflecting new demographic assumptions and other changes in actuarial assumptions. In November 2015, PERS adopted a funding risk mitigation policy intended to incrementally lower its discount rate (its assumed rate of investment return) in years of good investment returns, help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. In December 2016, PERS voted to lower its discount rate from the current 7.5% to 7.0% over the next three years according to the following schedule.

**PERS Discount Rate
Fiscal Years 2018-19 through 2020-21**

Fiscal Year	Amount
2018-19	7.375%
2019-20	7.250
2020-21	7.000

Source: PERS.

The new rates and underlying assumptions, which are aimed at eliminating the unfunded liability of PERS in approximately 30 years, will be implemented for school districts beginning in fiscal year 2016-17, with the costs spread over 20 years and the increases phased in over the first five years.

The District's employer contribution rates for fiscal years 2015-16, 2016-17, 2017-18, 2018-19, and 2020-21 were 11.847%, 13.888%, 15.531%, 18.062%, and 19.721% respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2019-20 through fiscal year 2022-23 are set forth in the following table.

**EMPLOYER CONTRIBUTION RATES (PERS)
Fiscal Years 2020-21 through 2022-23⁽¹⁾**

Fiscal Year	Employer Contribution Rate ⁽²⁾
2020-21	20.700%
2021-22	22.840
2022-23	25.500

(1) The PERS board is expected to approve official employer contribution rates for each fiscal year shown during the immediately preceding fiscal year.

(2) Expressed as a percentage of covered payroll.

Source: PERS

California Public Employees' Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), which impacted various aspects of public retirement systems in the State, including the STRS and PERS programs. In general, PEPRA (i) increased the retirement age for public employees depending on job function, (ii) capped the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) required public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits (as described in more detail below), (iv) required final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months, and (v) attempted to address other perceived abuses in the public retirement systems in the State. PEPRA applies to all public employee retirement systems in the

State, *except* the retirement systems of the University of California, and charter cities and charter counties whose pension plans are not governed by State law. PEPRA's provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date; existing employees who are members of employee associations, including employee associations of the District, have a five-year window to negotiate compliance with PEPRA through collective bargaining.

PERS has predicted that the impact of PEPRA on employees and employers, including the District and other employers in the PERS system, will vary, based on each employer's current level of benefits. As a result of the implementation of PEPRA, new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn.

With respect to the STRS pension program, employees hired after January 1, 2013 will pay the greater of either (1) fifty percent of the normal cost of their retirement plan, rounded to the nearest one-quarter percent, or (2) the contribution rate paid by then-current members (i.e., employees in the STRS plan as of January 1, 2013). The member contribution rate could be increased from this level through collective bargaining or may be adjusted based on other factors. Employers will pay at least the normal cost rate, after subtracting the member's contribution.

The District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPRA, and as a result of negotiations with its employee associations, or, notwithstanding the adoption of PEPRA, resulting from any legislative changes regarding the PERS and STRS employer contributions that may be adopted in the future.

COVID-19 Impacts: Recent investment losses in the PERS and STRS portfolios as a result of the general market downturn caused by the COVID-19 outbreak may result in increases in the District's required contributions in future years. The District cannot predict the level of such increases, if any.

Additional Information. Additional information regarding the District's retirement programs is available in Note 6 to the District's audited financial statements attached to the Official Statement as APPENDIX B. In addition, both STRS and PERS issue separate comprehensive financial reports that include financial statements and required supplemental information. Copies of such reports may be obtained from STRS and PERS, respectively, as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; and (ii) PERS, 400 Q Street, Sacramento, California 95811. More information regarding STRS and PERS can also be obtained at their websites, www.calstrs.com and www.calpers.ca.gov, respectively. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Underwriter for accuracy or completeness.*

Supplemental Employee Retirement Program

During fiscal year 2011-12 the District adopted an additional early retirement incentive program. Beginning September 1, 2012 and subject to a lifetime cap of \$40,440, the District will pay up to \$8,088 annually toward a District provided health and welfare benefit plan on behalf of retirees who meet certain criteria. The retiree must be at least 55 years of age and have 5 years of consecutive service within the District immediately preceding his/her retirement. Payment towards the District provided health and welfare benefit package selected by the retiree shall continue until the retiree’s death or until the District has paid the total capped amount of \$40,440, whichever comes first. In 2013-14, two new retirees elected to participate in the retirement incentive program. Future estimated payments at June 30, 2020 are as follows:

<u>Year Ended June 30,</u>	<u>Principal</u>
2021	\$78,088
2022	78,088
2023	75,937
2024	50,000
2025	43,627
Total	<u>\$325,740</u>

Insurance – Joint Powers Agreement

The District is a member of three joint powers authorities (“JPAs”): Tri-Counties Self Insurance Group, North Valley Schools Insurance Group, and Schools Excess Liabilities Fund. The District pays an annual premium to the JPAs for their coverage. The relationship between the District, the pools, and the JPAs is such that the JPAs are not component units of the District for financial reporting purposes.

For more information regarding the District’s involvement in the various JPAs , see Note 8 of Appendix B to the Official Statement.

Existing Debt Obligations

General Obligation Bonds. The District has general obligation bonds outstanding that have been issued in past years, which are secured by *ad valorem* property taxes levied and collected in the District. The following table shows the outstanding general obligation bonded debt of the District.

**SUMMARY OF OUTSTANDING GENERAL OBLIGATION BONDS
Pierce Joint Unified School District**

<u>Dated Date</u>	<u>Series</u>	<u>Amount of Original Issue</u>	<u>Outstanding as of April 1, 2021</u>
07/01/2002	General Obligation Bonds, Election of 2002, Series A	\$5,996,040.75	\$ _____
05/04/2017	General Obligation Bonds, Election of 2016, Series A ⁽¹⁾	7,000,000.00	_____
03/14/2018	General Obligation Bonds, Election of 2016, Series B ⁽¹⁾	8,000,000.00	_____
Total		\$20,996,040.75	_____

(1) Expected to be refunded, in part, with the proceeds of the Refunding Bonds described herein.

See “DEBT SERVICE SCHEDULES” in the body of this Official Statement for the remaining debt service due on the District’s outstanding general obligation bonds.

The District received authorization from District voters at an election held on March 5, 2002 (the “**2002 Authorization**”) to issue up to \$6,000,000 principal amount of general obligation bonds. In July 2002, the District issued its \$5,996,040.75 General Obligation Bonds, Election of 2002, Series A (the “**2002 Series A Bonds**”), of which \$4,260,000 was issued as current interest bonds and \$1,736,040.75 was issued as capital appreciation bonds, currently outstanding in the aggregate principal amount of \$_____.

The District received authorization from District voters at an election held on November 8, 2016 (the “**2016 Authorization**”) to issue up to \$15,000,000 principal amount of general obligation bonds. In May 2017, the District issued its \$7,000,000 current interest General Obligation Bonds, Election of 2016, Series A, currently outstanding in the aggregate principal amount of \$_____. In March 2018, the District issued its \$8,000,000 current interest General Obligation Bonds, Election of 2016, Series B, currently outstanding in the aggregate principal amount of \$_____. There is no remaining unused issuance under the 2016 Authorization.

Capital Lease Obligations. The District has entered into various operating leases for equipment with lease terms in excess of one year. None of these agreements contain purchase options. All the agreements contain a termination clause providing for cancellation after a specified number of days written notice to lessors, but it is unlikely that the District will cancel any of the agreements prior to the expiration date. The District will receive no sublease rental revenues nor pay any contingent amounts under these agreements.

Investment of District Funds

In accordance with Government Code Section 53600 *et seq.*, the Colusa County Treasurer manages funds deposited with it by the District. Colusa County is required to invest such funds in accordance with California Government Code Sections 53601 *et seq.* In addition, counties are required to establish their own investment policies which may impose limitations beyond those required by the Government Code. See APPENDIX G to the Official Statement for Colusa County’s current investment policy and recent investment report.

Effect of State Budget on Revenues

Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts generally receive the majority of their operating revenues from various State sources. The primary source of funding for school districts is LCFF funding, which is derived from a combination of State funds and local property taxes (see “—Education Funding Generally” above). State funds typically make up the majority of a district’s LCFF funding. School districts also receive funding from the State for some specialized programs such as special education.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. The District cannot predict how education funding may further be changed in the future, or the state of the economy which in turn can impact the amounts of funds available from the State for education funding. See “STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS.”

STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS

State Funding of Education

General. The State requires that from all State revenues there first shall be set apart the moneys to be applied for support of the public school system and public institutions of higher education. School districts in California receive operating income primarily from two sources: (1) the State funded portion which is derived from the State's general fund, and (2) a locally funded portion, being a district's share of the 1% general *ad valorem* tax levy authorized by the California Constitution (see "DISTRICT FINANCIAL INFORMATION – Education Funding Generally" above). School districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts receive an average of about 55% of their operating revenues from various State sources.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS" below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. Decreases in State revenues may significantly affect appropriations made by the legislature to school districts.

The COVID-19 pandemic is expected to have a material impact on State revenues and appropriations.

The following information concerning the State's budgets for the current and most recent preceding years has been compiled from publicly-available information provided by the State. None of the District, the Underwriter or the Counties is responsible for the information relating to the State's budgets provided in this section. Further information is available from the Public Finance Division of the State Treasurer's Office.

The Budget Process. The State's fiscal year begins on July 1 and ends on June 30. The annual budget is proposed by the Governor by January 10 of each year for the next fiscal year (the "**Governor's Budget**"). Under State law, the annual proposed Governor's Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor's Budget, the Legislature takes up the proposal.

Under the State Constitution, money may be drawn from the State Treasury only through an appropriation made by law. The primary source of the annual expenditure authorizations is the Budget Act as approved by the Legislature and signed by the Governor. The Budget Act must be approved by a majority vote of each house of the Legislature. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each house of the Legislature.

Appropriations also may be included in legislation other than the Budget Act. Bills containing appropriations (including for K-14 education) must be approved by a majority vote in each house of the Legislature, unless such appropriations require tax increases, in which case they must be approved by a two-thirds vote of each house of the Legislature, and be signed by the Governor. Continuing appropriations, available without regard to fiscal year, may also be provided by statute or the State Constitution.

Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

Recent State Budgets

Certain information about the State budgeting process and the State budget is available through several State of California sources. A convenient source of information is the State's website, where recent official statements for State bonds are posted. *The references to internet websites shown below are shown for reference and convenience only, the information contained within the websites may not be current and has not been reviewed by the District and is not incorporated herein by reference.*

- The California State Treasurer internet home page at www.treasurer.ca.gov, under the heading "Bond Information", posts various State of California Official Statements, many of which contain a summary of the current State budget, past State budgets, and the impact of those budgets on school districts in the State.
- The California State Treasurer's Office Internet home page at www.treasurer.ca.gov, under the heading "Financial Information", posts the State's audited financial statements. In addition, the Financial Information section includes the State's Rule 15c2-12 filings for State bond issues. The Financial Information section also includes the Overview of the State Economy and Government, State Finances, State Indebtedness, Litigation from the State's most current Official Statement, which discusses the State budget and its impact on school districts.
- The California Department of Finance's Internet home page at www.dof.ca.gov, under the heading "California Budget", includes the text of proposed and adopted State budgets.
- The State Legislative Analyst's Office prepares analyses of the proposed and adopted State budgets. The analyses are accessible on the Legislative Analyst's Internet home page at www.lao.ca.gov under the heading "Subject Area – Budget (State)".

Prior Years' Budgeting Techniques. Declining revenues and fiscal difficulties which arose in the State commencing in fiscal year 2008-09 led the State to undertake a number of budgeting strategies, which had subsequent impacts on local agencies within the State. These techniques included the issuance of IOUs in lieu of warrants (checks), the enactment of statutes deferring amounts owed to public schools, until a later date in the fiscal year, or even into the following fiscal year (known as statutory deferrals), trigger reductions, which were budget cutting measures which were implemented or could have been implemented if certain State budgeting goals were not met, among others, and the dissolution of local redevelopment agencies in part to make available additional funding for local agencies. As a result of the COVID-19 pandemic and subsequent economic recession, budget-cutting strategies such as those used in recent years are being used and may continue to be used in the future during a period of budgetary strain.

2013-14 State Budget: Significant Change in Education Funding. As described previously herein, the 2013-14 State Budget and its related implementing legislation enacted significant reforms to the State's system of K-12 education finance with the enactment of the LCFF. Significant reforms such as the LCFF and other changes in law may have significant impacts on the District's finances.

2020-21 State Budget

Introduction and Background. The Governor signed the fiscal year 2020-21 State Budget (the "**2020-21 State Budget**") on June 29, 2020. The 2020-21 State Budget notes that the COVID-19 pandemic has impacted every sector of the State's economy and has caused record high unemployment, and further action from the federal government is needed as a result of the crisis. The Governor is pursuing \$1 trillion in flexible federal aid to state and local governments across the country, which support will be critical to mitigate the effects of the public health crisis, encourage recovery, and support persons in need.

At the time of the Governor's proposed 2020-21 State Budget in January, the State was projecting a surplus of \$5.6 billion. At the time of the May Revision with respect to the 2020-21 State Budget, the State had a budget deficit of \$54.3 billion. The 2020-21 State Budget includes measures to close the gap and bring the State's resources and spending into balance while preserving reserves for future years.

To reduce the structural deficit in the coming years, the 2020-21 State Budget sustains the January 1, 2022 suspension of several ongoing programmatic expansions that were made in the 2019 Budget Act. In addition, the 2020-21 State Budget accelerates the suspension of most Proposition 56 (2016 tobacco tax measure) tax rate increases to July 1, 2021. Despite these measures, the State forecasts an operating deficit of \$8.7 billion in 2021-22, after accounting for reserves.

Closing the Budget Gap. The 2020-21 State Budget uses the following strategies to close the budget gap:

- **Reserve Draw Down:** Draws down \$8.8 billion in reserves, including from the State's Rainy Day Fund (\$7.8 billion), the Safety Net Reserve (\$450 million), and all of the funds in the Public School System Stabilization Account.
- **Triggers:** Includes \$11.1 billion in funding reductions and deferrals that will be restored if at least \$14 billion in federal funds are received by October 15, 2020. If the State receives a lesser amount between \$2 billion and \$14 billion, the reductions and deferrals will be partially restored. The trigger includes \$6.6 billion in deferred funding for schools.
- **Federal Funds:** Relies on \$10.1 billion in federal funds that provide State general fund relief, including \$8.1 billion already received.
- **Revenues:** Temporarily suspends the use of net operating losses for medium and large businesses and temporarily limits to \$5 million the amount of business incentive credits a taxpayer can use in any given tax year. These short-term limitations will generate \$4.4 billion in new revenues in the 2020-21 fiscal year.

- Borrowing/Transfers/Deferrals: Relies on \$9.3 billion in special fund borrowing and transfers, as well as other deferrals for K-14 schools. Approximately \$900 million in additional special fund borrowing is associated with the reductions to employee compensation and is contained in the trigger.
- Other Solutions: Cancelling multiple program expansions and anticipating increased government efficiencies, higher ongoing revenues above the May Revision forecast and lower health and human services caseload costs than the May Revision estimated.

General Budget Highlights. Certain highlights of the 2020-21 State Budget are:

Emergency Response: COVID-19 and other emergency response efforts included in the 2020-21 State Budget are:

- Responding to COVID-19: The State expects to receive over \$72 billion in federal assistance to State programs, of which unemployment insurance represents about \$52 billion of this total. Under the CARES Act, the State received \$9.5 billion for various uses including \$4.4 billion to mitigate K-14 learning loss. The amount of \$5.9 million of General Fund spending for 2020-21 and \$4.8 million ongoing is allocated to support the State Department of Health's response to COVID-19.
- Enhancements to Emergency Responses and Preparedness: \$117.6 million is allocated to the State Office of Emergency Services to enhance emergency preparedness and response capabilities, including with respect to power outages, earthquakes, wildfires and cybersecurity.
- Forestry and Fire Protection: \$90 million is allocated to enhance CAL FIRE's fire protection capabilities, including for wildfire prediction and modeling technology.

Revenue Solutions. Revenue measures which are expected to net \$4.3 billion in 2020-21, \$3.1 billion in 2021-22 and \$1.3 billion in 2022-23, include:

- Certain Tax Measure Extensions. Extending certain tax measures including certain sales tax exemptions through the end of 2022-23, extending the carryover period for film credits from 6 years to 9 years, and extending the current exemption from the minimum tax for first year corporations to first year limited liability corporations, partnerships, and limited liability partnerships.
- Expansion of Earned Income Tax. Expanding the Earned Income Tax Credit to certain taxpayers.
- Changes to Tax Laws and Sales Tax. Changes in tax law including suspending net operating losses for 2020, 2021, and 2022 for medium and large businesses, and limiting certain business incentive tax credits, and with respect to closing the sale tax loss gap, requiring used car dealers to remit sales tax to the Department of Motor Vehicles with registration fees.

Recovery for Small Businesses. The 2020-21 State Budget includes a waiver of the minimum franchise tax for the first year of operation, \$100 million budgeted for the State's small business loan program, \$25 million to provide capital to enable the origination of more loans in underbanked communities, and adding funding of \$758,000 ongoing for positions relating to small business support.

Housing. Up to \$500 million is allocated in State tax credits for low-income housing in 2021, under certain conditions. The 2020-21 State Budget provides \$331 million in National Mortgage Settlement funds to help prevent avoidable foreclosures and evictions, and \$8.3 billion across multiple departments and programs to address housing throughout the State.

K-12 Education Funding Summary. For K-12 education funding, the 2020-21 State Budget provides for funding under Proposition 98 of \$70.9 billion, which is more than \$10 billion below the minimum guarantee contained in the State's 2019-20 budget. For K-12 schools, this results in Proposition 98 per pupil spending of \$10,654 in 2020-21, which is a \$1,339 decrease over the 2019-20 per pupil spending levels. Additionally, in the same period, per pupil spending from all State, federal, and local sources decreased by approximately \$542 per pupil to \$16,881.

Efforts to mitigate the impact of the decline in K-12 funding in the 2020-21 State Budget include:

Deferrals: \$1.9 billion of LCFF apportionment deferrals in 2019-20, growing to \$11 billion LCFF apportionment deferrals in 2020-21. These deferrals will allow LCFF funding to remain at 2019-20 levels in both fiscal years. The statutory LCFF cost-of-living adjustment is suspended in 2020-21. Of the total deferrals, \$5.8 billion will be triggered off in 2020-21 if the federal funding becomes available.

Learning Loss Mitigation: A one-time investment of \$5.3 billion (\$4.4 billion federal Coronavirus Relief Fund, \$539.9 million Proposition 98 General Fund, and \$355.2 million federal Governor's Emergency Education Relief Fund) to local educational agencies to address learning loss related to COVID-19 school closures. Funds will be allocated to local educational agencies on an equity basis, with an emphasis on ensuring the greatest resources are available to local educational agencies serving students with the greatest needs.

Supplemental Appropriations: In 2019-20 and 2020-21, the Proposition 98 funding level drops below the target funding level by a total of approximately \$12.4 billion. To accelerate the recovery from this funding reduction, the 2020-21 State Budget provides supplemental appropriations above the constitutionally-required Proposition 98 funding level, beginning in 2021-22, and in each of the next several fiscal years, in an amount equal to 1.5% of State general fund revenues per year, up to a cumulative total of \$12.4 billion.

Revised PERS and STRS Contributions. To provide local educational agencies with increased fiscal relief, the 2020-21 State Budget redirects \$2.3 billion appropriated in the 2019 Budget Act to STRS and PERS for long-term unfunded liabilities to reduce employer contribution rates in 2020-21 and 2021-22. This reallocation will reduce the STRS employer rate from 18.41% to approximately 16.15% in 2020-21 and from 17.9% to 16.02% in 2021-22. The PERS Schools Pool employer contribution rate will

be further reduced from 22.67% to 20.7% in 2020-21 and from 24.6% to 22.84% in 2021-22.

Federal Funds. The 2020-21 State Budget appropriates \$1.6 billion in federal Elementary and Secondary School Emergency Relief funds that the State was recently awarded. Of this amount, 90% (\$1.5 billion) will be allocated to local educational agencies in proportion to the amount of Title I-A funding they receive to be used for COVID-19 related costs. The remaining 10% (\$164.7 million) is available for certain COVID-19 related State-level activities, such as providing additional funding for student meals and social services.

Special Education. The 2020-21 State Budget increases special education base rates to \$625 per pupil pursuant to a new funding formula, apportioned using the existing hold harmless methodology, and provides \$100 million to increase funding for students with low-incidence disabilities. Additional federal funding received by the State is also allocated to various special education programs.

Average Daily Attendance. To ensure funding stability regardless of the instructional model undertaken in the 2020-21 academic year, the 2020-21 State Budget includes a hold harmless for the average daily attendance used to calculate school funding for all local educational agencies and includes requirements for distance learning to ensure that, when in-person instruction is not possible, students continue to receive access to a quality education via distance learning.

In addition, the 2020-21 State Budget includes certain employee protection terms to ensure the continuity of employment for essential school staff during the COVID-19 pandemic. As such, the 2020-21 State Budget includes the suspension of the August 15, 2020, layoff window for teachers and other non-administrative certificated staff, and the suspension of layoffs for classified staff working in transportation, nutrition, and custodial services from July 1, 2020 through June 30, 2021. The 2020-21 State Budget also includes the intent of the State Legislature that school districts, community college districts, joint powers authorities, and county offices of education retain all classified employees in the 2020-21 fiscal year.

Proposed 2021-22 State Budget

On January 8, 2021, the Governor submitted a \$227.2 billion 2021-22 State Budget proposal (the "**2021-22 Proposed Budget**") to the Legislature. The Governor has called for immediate legislative action to provide rapid relief to individuals, families and small businesses hit hardest by the COVID-19 pandemic, including direct payments to low-income workers; funding for grants to small businesses and small non-profit cultural institutions disproportionately impacted by the pandemic fee relief for small businesses including personal services and restaurants; funds to support and accelerate safe returns to in-person instruction starting in February 2021; and an increase in the State's minimum wage to \$14 per hour.

Reflecting an improved economic outlook and a \$15 billion revenue surplus since the 2020 Budget Act, highlights of the 2021-22 Proposed Budget are:

- \$85.8 billion in Proposition 98 funding for K-12 schools and community colleges, including \$2 billion to support and accelerate safe returns to in-person instruction, \$4.6 billion to help students bounce back from the impacts of the pandemic and

\$400 million for school-based mental health services. See “– K-14 Education Spending” below.

- \$372 million to speed up administration of vaccines across all of California’s 58 counties and a \$14 billion investment in the State’s economic recovery, including direct cash supports of \$600 to millions of Californians through the Golden State Stimulus, extending new protections and funding to help keep people in their homes and investing in relief grants for small businesses.
- Budget reserves of \$34 billion, including \$15.6 billion in the Proposition 2 Budget Stabilization Account (Rainy Day Fund) for fiscal emergencies; \$450 million in the Safety Net Reserve; \$3 billion in the Public School System Stabilization Account; and an estimated \$2.9 billion in the state’s operating reserve.
- In order to pay down the State’s retirement liabilities, the 2021-22 Proposed Budget includes \$3 billion in additional payments required by Proposition 2 in 2021-22 and nearly \$6.5 billion over the next three years.

K-14 Education Spending. The 2021-22 Proposed Budget’s improved revenue estimate results in the highest funding level ever at \$85.8 billion for K-12 schools and community college districts under Proposition 98, representing an increased investment of \$14.9 billion in K-12 schools and community colleges above the level funded in the 2020 Budget Act. The Proposition 98 funding levels for the 2019-20 and 2020-21 fiscal years increased from 2020 Budget Act levels by \$1.9 billion and \$11.9 billion, respectively, due almost exclusively to increased General Fund revenues in all fiscal years. Reflecting the changes to Proposition 98 funding levels noted above, total K-12 per-pupil expenditures from all sources are projected to be \$18,837 in 2020-21 and \$18,000 in 2021-22—the highest levels ever (K-12 Education Spending Per Pupil). The decrease between 2020-21 and 2021-22 reflects the significant allocation of one-time federal funds in 2020-21. Ongoing K-12 per-pupil expenditures of Proposition 98 funds are \$12,648 in 2021-22, an increase of \$1,994 per pupil over the level provided in the 2020 Budget Act.

The 2021-22 Proposed Budget also includes \$4.6 billion Proposition 98 General Fund revenues for extending learning time, including summer school programs and other strategies to address learning loss related to the pandemic. The 2021-22 Proposed Budget continues to commit \$2.3 billion General Fund one-time in recognition of the additional costs schools face as they respond to the pandemic. The 2021-22 Proposed Budget directs a significant portion of additional funding to paying down nearly two-thirds of the deferrals implemented in 2020-21 and provides a 3.84% cost-of-living adjustment to the Local Control Funding Formula. The significant growth in capital gains and overall General Fund revenue growth also triggers deposits of roughly \$3 billion into the Public School System Stabilization Account, resulting in a statutory cap of 10 percent on local school district reserves beginning in 2022-23.

Funds to Implement In-Person Learning. The 2021-22 Proposed Budget includes \$2 billion of one-time Proposition 98 funding available beginning in February 2021, to augment resources for schools to offer in-person instruction safely. This funding will be available on a per-pupil basis for all county schools, school districts, and charter schools that are open for in-person instruction by specified dates. For schools that continue offering or begin offering in-person instruction for at least all TK-2nd grade students, all students with disabilities, youth in foster care, homeless youth, and students without access to technology or high-speed Internet by February 16, and all 3rd-6th grade students by March 15, base grant amounts will be \$450, increasing to more than \$700 per

pupil for schools with a high enrollment of low-income students, youth in foster care, and English language learners. Schools with later start dates will qualify for a proportionally lower base grant, except those in counties with high rates of community spread. Schools in counties with high rates of community spread will be eligible for the full February grant amount if they open for in-person instruction pursuant to state and local health guidance once their rates of community spread sufficiently decline. Funds may be used for any purpose that supports in-person instruction, including enhancing and expanding COVID-19 testing, purchasing personal protective equipment, improving ventilation and the safety of indoor or outdoor learning spaces, teacher or classified staff salaries for those providing and supporting in-person instruction, and social and mental health support services provided in conjunction with in-person instruction.

Federal Funds. The recent federal COVID-19 relief bill provides \$54.3 billion Elementary and Secondary Schools Emergency Relief Fund (ESSER) for public K-12 schools and \$4 billion Governor's Emergency Education Relief Fund (GEER) for both public and private pre-kindergarten through higher education institutions. Based on prior allocations, the Budget projects that California could receive more than \$6 billion in ESSER funds and \$400 million in GEER funds.

LCFF Funding. Due to a significant reduction in available revenues, the 2020 Budget Act did not provide a statutory cost-of-living adjustment for the LCFF in 2020-21. To make up for this, the Budget funds the LCFF in 2021-22 with both the 2020-21 cost-of-living adjustment (2.31%) and the 2021-22 cost-of-living adjustment (1.5%), creating a compounded combined cost-of-living adjustment of 3.84%, and increasing ongoing LCFF funding by \$2 billion Proposition 98 General Fund, when adjusted for declining ADA. This increase brings total LCFF funding to \$64.5 billion, and funds all local educational agencies at their full LCFF target level.

Deferrals. Pandemic-driven revenue reductions anticipated at the 2020 Budget Act created the need to defer LCFF apportionments, in the amounts of \$1.9 billion in 2019-20, growing to more than \$11 billion in 2020-21. The Budget pays off the full K-12 deferral in 2019-20 and \$7.3 billion of the K-12 deferral in 2020-21, leaving an ongoing K-12 deferral balance of \$3.7 billion in 2021-22. As a result, local educational agencies will experience only a few weeks of delay in receiving apportionment in 2021-22 (as opposed to ten-month deferrals in 2020-21), impacting only impact the June 2022 apportionment, which will be delayed into July 2022.

PERS and STRS Contributions. For 2021-22, STRS will apply \$820 million to reduce the employer contribution rate from 18.1% to approximately 15.92%, and PERS will apply \$330 million to reduce the Schools Pool employer contribution rate from 24.9% to 23%.

School Facilities. The Budget continues to allocate \$1.5 billion of Proposition 51 bond funds to support school construction projects, which is more than double the amount allocated in 2018-19.

Higher Education. The Budget proposes a General Fund increase of \$786 million for the University of California and the California State University with an expectation that they focus on measurable goals to address equity gaps, further maintain online educational opportunities and expand dual admissions and other innovative strategies that reduce time to degree completion. The Budget also assumes resident tuition and fees remain flat in 2021-22.

Disclaimer Regarding State Budgets

The execution of State budgets including the above may be affected by numerous factors, including but not limited to: (i) shifts in costs from the federal government to the State, (ii) national,

State and international economic conditions, (iii) litigation risks associated with proposed spending reductions, (iv) rising health care costs and/or other unfunded liabilities, such as pension or OPEB, and (v) numerous other factors, all or any of which could cause the revenue and spending projections included in such budgets to be unattainable. The District cannot predict the impact that the 2020-21 State Budget or subsequent State Budgets, will have on its own finances and operations.

The State has not entered into any contractual commitments with the District, the Counties, the Underwriter or the owners of the Bonds to provide State budget information to the District or the owners of the Bonds. Although they believe the sources of information listed below are reliable, neither the District nor the Underwriter assumes any responsibility for the accuracy of State budget information set forth or referred to or incorporated in this Official Statement.

Availability of State Budgets. The complete 2020-21 State Budget and 2021-22 Proposed Budget are available from the California Department of Finance website at www.ebudget.ca.gov. An impartial analysis of the budget is published by the Legislative Analyst Office, and is available at www.lao.ca.gov/budget. The District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted on these sites, and such information is not incorporated in this Official Statement by these references. The information referred to above should not be relied upon when making an investment decision with respect to the Bonds.

Uncertainty Regarding Future State Budgets. The District cannot predict what actions will be taken in future years by the State legislature or the Governor to address the State's current or future revenues and expenditures, or possible future budget deficits. Future State budgets will be affected by national and State economic conditions and other factors over which the District has no control. The District cannot predict what impact any future budget proposals will have on the financial condition of the District. To the extent that the State budget process results in reduced revenues to the District, the District will be required to make adjustments to its own budgets.

Legal Challenges to State Funding of Education

The application of Proposition 98 and other statutory regulations has been the subject of various legal challenges in the past. The District cannot predict if or when there will be changes to education funding or legal challenges which may arise relating thereto.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Principal of and interest on the Bonds are payable from the proceeds of an *ad valorem* tax levied by the Counties for the payment thereof. Articles XIII A, XIII B, XIII C, and XIII D of the State Constitution, Propositions 62, 98, 111 and 218, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the Counties for payment of the Bonds was approved by the District's voters in compliance with Article XIII A and all applicable laws.

Constitutionally Required Funding of Education

The State Constitution requires that from all State revenues, there shall be first set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. School districts receive a significant portion of their funding from State appropriations. As a result, decreases and increases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

Article XIII A of the California Constitution

Basic Property Tax Levy. On June 6, 1978, California voters approved Proposition 13 ("**Proposition 13**"), which added Article XIII A to the State 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) (as a result of an amendment to Article XIII A approved by State voters on June 3, 1986) 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 (which provided the authority for the issuance of the Refunded Bonds), and (iii) (as a result of an amendment to Article XIII A approved by State voters on November 7, 2000) 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. The tax for the payment of the Bonds falls within the exception described in (iii) of the immediately preceding sentence. 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.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

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 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

Inflationary Adjustment of Assessed Valuation. As described above, the assessed value of a property may be increased at a rate not to exceed 2% per year to account for inflation. On December 27, 2001, the Orange County Superior Court, in *County of Orange v. Orange County Assessment Appeals Board No. 3*, held that where a home's taxable value did not increase for two years, due to a flat real estate market, the Orange County assessor violated the 2% inflation adjustment provision of Article XIII A, when the assessor tried to "recapture" the tax value of the property by increasing its assessed value by 4% in a single year. The assessors in most California counties, including the Counties, use a similar methodology in raising the taxable values of property beyond 2% in a single year. The SBE has approved this methodology for increasing assessed values. On appeal, the Appellate Court held that the trial court erred in ruling that assessments are always limited to no more than 2% of the previous year's assessment. On May 10, 2004 a petition for review was filed with the California Supreme Court. The petition has been denied by the California Supreme Court. As a result of this litigation, the "recapture" provision described above may continue to be employed in determining the full cash value of property for property tax purposes.

Article XIII B of the California Constitution

Article XIII B ("**Article XIII B**") of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year under the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from

certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However, in the event that a school district's revenues exceed its spending limit, the district may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("**unitary property**"). Under the State Constitution, such property is assessed by the SBE as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Articles XIII C and XIII D of the California Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, "**Article XIII C**" and "**Article XIII D**"), 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 XIII C 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 XIII C 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.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIII C to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Article XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIII C or XIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

While 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), the District does not believe that Proposition 218 will directly impact the revenues available to pay debt service on the Bonds.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "**Accountability Act**"). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State's appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as "K-14 school districts") at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school

districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Proposition 111

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" ("**Proposition 111**") which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California *per capita* personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.

Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (the “**first test**”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to *per capita* personal income) and enrollment (the “**second test**”). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in *per capita* State general fund revenues from the prior year is less than the annual growth in California per capita personal income (the “**third test**”). Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and *per capita* State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as “**Proposition 39**”) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. Constitutional amendments may be changed only with another statewide vote. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by Proposition 39 are K-12 school districts including the District, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary school district or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amended the State constitution to significantly reduce the State’s authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter

the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Under Proposition 1A, beginning in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amended the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, a constitutional initiative entitled the “Local Taxpayer, Public Safety, and Transportation Protection Act of 2010,” approved on November 2, 2010, superseded many of the provision of Proposition 1A. This initiative amends the State constitution to prohibit the legislature from diverting or shifting revenues that are dedicated to funding services provided by local government or funds dedicated to transportation improvement projects and services. Under this proposition, the State is not allowed to take revenue derived from locally imposed taxes, such as hotel taxes, parcel taxes, utility taxes and sales taxes, and local public transit and transportation funds. Further, in the event that a local governmental agency sues the State alleging a violation of these provisions and wins, then the State must automatically appropriate the funds needed to pay that local government. This Proposition was intended to, among other things, stabilize local government revenue sources by restricting the State’s control over local property taxes. Proposition 22 did not prevent the California State Legislature from dissolving State redevelopment agencies pursuant to AB 1X26, as confirmed by the decision of the California Supreme Court decision in *California Redevelopment Association v. Matosantos* (2011).

Because Proposition 22 reduces the State’s authority to use or reallocate certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State’s general fund.

Proposition 30 and Proposition 55

The Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “**Proposition 30**”), temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$500,000

but less than \$600,000 for joint filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$600,000 but less than \$1,000,000 for joint filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers). Proposition 55 (described below) extended said increases to personal income rates through the end of 2030.

The revenues generated from the temporary tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “Proposition 98” and “Proposition 111” above. From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “EPA”). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

The California Children’s Education and Health Care Protection Act of 2016, also known as Proposition 55, was a proposed constitutional amendment initiative that was approved on the November 8, 2016 general election ballot in California. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through 2030, instead of the scheduled expiration date of December 31, 2018. Tax revenue received under Proposition 55 is to be allocated 89% to K-12 schools and 11% to community colleges. Proposition 55 did not extend the sales or excise tax increases of Proposition 30.

California Senate Bill 222

Senate Bill 222 (“**SB 222**”) was signed by the California Governor on July 13, 2015 and became effective on January 1, 2016. SB 222 amended Section 15251 of the California Education Code and added Section 52515 to the California Government Code to provide that voter approved general obligation bonds which are secured by *ad valorem* tax collections such as the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act. The effect of SB 222 is the treatment of general obligation bonds as secured debt in bankruptcy due to the existence of a statutory lien.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 98, 111, 22, 26, 30, 39 and 55 were each adopted as measures that qualified for the ballot under the State’s initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District’s ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

APPENDIX B

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2019-20**

APPENDIX C

ECONOMIC AND DEMOGRAPHIC INFORMATION ABOUT COLUSA COUNTY

The following information concerning Colusa County (the "County") is included only for the purpose of supplying general information regarding the area of the District. The Bonds are not a debt of the County, the State or any of its political subdivisions, and neither the County, the State nor any of its political subdivisions is liable therefor.

The economic and demographic data contained in this Appendix are the latest available, but are generally as of dates and for periods before the economic impact of the COVID-19 pandemic and the measures instituted to slow it. Accordingly, they are not necessarily indicative of the current financial condition or future economic prospects of the District, the County or the region.

General

Founded in 1850, at the time of California's admission as a state, the County includes a total area of 1,156 square miles, of which 1,151 square miles is land and 5.6 square miles is water. The County is located in the western portion of the lower Sacramento Valley approximately 60 miles northwest of Sacramento. There are two incorporated cities in the County, the City of Colusa and the City of Williams. As of January 1, 2020 the County population was estimated to be 21,902.

Population

COLUSA COUNTY Population Estimates Calendar Years 2016 through 2020 as of January 1

Area	2016	2017	2018	2019	2020
Colusa	6,192	6,259	6,264	6,227	6,175
Williams	5,190	5,231	5,327	5,392	5,426
Total Unincorporated	10,288	10,451	10,417	10,371	10,301
Total County	21,670	21,941	22,008	21,990	21,902

Source: State Department of Finance estimates (as of January 1).

Employment and Industry

The following table summarizes the County's civilian labor force, employment and unemployment, as well as employment by industry, for the years 2016 through 2020.

COLUSA COUNTY Annual Average Civilian Labor Force, Employment and Unemployment, Employment by Industry (March 2020 Benchmark)

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Civilian Labor Force ⁽¹⁾					10,500
Employment	n/a	n/a	n/a	n/a	8,820
Unemployment					1,680
Unemployment Rate					16.0%
<u>Wage and Salary Employment ⁽²⁾</u>					
Agriculture	2,620	2,810	2,940	3,130	2,900
Mining, Logging and Construction	110	110	120	130	100
Manufacturing	1,220	1,230	1,150	1,240	1,190
Wholesale Trade	580	580	610	600	600
Retail Trade	600	610	590	590	580
Transportation, Warehousing and Utilities	190	200	200	220	230
Financial Activities	130	130	140	140	140
Educational and Health Services	460	380	560	630	660
Leisure and Hospitality	590	590	590	590	500
Federal Government	70	70	70	70	80
State Government	70	60	60	60	70
Local Government	2,080	2,140	2,110	2,060	1,840
Total, All Industries ⁽³⁾	9,040	9,200	9,420	9,710	9,050

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers

The County's major employers are set forth below, in alphabetical order.

COLUSA COUNTY As of March 2021

Employer Name	Location	Industry
ADM Milling Co	Arbuckle	Milling (mfrs)
Alsco-Geyer Irrigation Inc	Arbuckle	Irrigation Systems & Equipment (whls)
Arbuckle Elementary School	Arbuckle	Schools
California Family Foods	Arbuckle	Rice Products (mfrs)
Colusa County Alcohol & Drug	Colusa	Government Offices-County
Colusa County Coroner	Colusa	Government Offices-County
Colusa County Health-Human	Colusa	Government Offices-County
Colusa County Office of Edu	Colusa	Government Offices-County
Colusa County Sheriff Dept	Colusa	Government Offices-County
De Pue Warehouse Co	Williams	Warehouses-Merchandise & Self Storage
De Pue Warehouse Co Inc	Maxwell	Rice-Wholesale
Empire Nut Co LLC	Colusa	Federal Government Contractors
George T Egling Middle School	Colusa	Schools
Granzella's	Williams	Restaurants
James Burchfield Primary Sch	Colusa	Schools
Myers & Charter Inc	Arbuckle	Rice Mills (mfrs)
Ottenwalter Mark	Colusa	General Farms-Primarily Crop
Pierce Joint Unified School	Arbuckle	Schools
Premier Mushrooms	Colusa	Fruits & Vegetables-Wholesale
Ron La Grande Ofc	Williams	Farms
Sun VALLEY Rice Co LLC	Arbuckle	Investments
Sunsweet Dryers	Colusa	Fruits & Vegetables-Growers & Shippers
Valley West Care Ctr	Williams	Health Services
Williams Childrens Ctr	Williams	Child Care Service
Williams Elementary School	Williams	Schools

Source: California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2021 1st Edition.

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the median household effective buying income for the County, the State and the United States for the period 2017 through 2021.

COLUSA COUNTY, CALIFORNIA, AND THE UNITED STATES Effective Buying Income Median Household

	2017	2018	2019	2020	2021
Colusa County	44,821	48,084	52,457	54,273	52,139
California	55,681	59,646	62,637	65,870	67,956
United States	48,043	50,735	52,841	55,303	56,790

Source: The Nielsen Company (US), Inc for years 2017 and 2018; Claritas, LLC for 2019 through 2021.

Commercial Activity

Total taxable sales during the first three quarters of calendar year 2020 in the County were reported to be \$382,217,825, an 8.92% decrease over the total taxable sales of \$350,914,459 reported during the first three quarters of calendar year 2019. Annual figures are not yet available for calendar year 2020.

COLUSA COUNTY Taxable Retail Sales Number of Permits and Valuation of Taxable Transactions (Dollars in Thousands)

Year	Retail Stores		Total All Outlets	
	Numbers of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2015	243	\$172,205	624	\$398,486
2016	395	182,441	635	380,171
2017	396	202,322	631	388,581
2018	404	234,106	680	434,038
2019	374	269,969	663	466,831

Source: State Department of Tax and Fee Administration.

Construction Activity

The following tables show a five-year summary of the valuation of building permits issued in the County.

COLUSA COUNTY
Total Building Permit Valuations
(Figures in Thousands)
2015 through 2019

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Permit Valuation</u>					
New Single-Family	\$10,529.4	\$12,523.2	\$4,604.3	\$10,213.3	\$5,993.7
New Multi-Family	0.0	5,412.8	0.0	264.0	1,556.0
Res. Alterations/Additions	<u>2,040.7</u>	<u>1,494.6</u>	<u>1,861.9</u>	<u>2,205.0</u>	<u>3,249.8</u>
Total Residential	12,570.1	19,430.6	6,466.2	12,682.3	10,799.5
New Commercial	5,002.3	7,926.0	78,668.0	5,132.2	13,456.1
New Industrial	255.8	572.0	4,332.0	18,247.0	4,523.1
New Other	2,103.5	1,562.9	4,511.8	1,288.1	1,083.2
Com. Alterations/Additions	<u>2,092.8</u>	<u>3,228.2</u>	<u>580.4</u>	<u>564.3</u>	<u>1,226.3</u>
Total Nonresidential	9,454.4	13,289.1	88,092.2	25,231.6	20,288.7
<u>New Dwelling Units</u>					
Single-Family	45	56	19	41	38
Multiple Family	<u>0</u>	<u>34</u>	<u>0</u>	<u>4</u>	<u>20</u>
TOTAL	45	90	19	45	58

Source: Construction Industry Research Board, Building Permit Summary.

Transportation

The County is located approximately 50 miles north of the Sacramento International Airport. Major highways running through the County include California Interstate 5, Highway 20, and Highway 45. The Colusa County Transit consists of nine vehicles and ten full-time employees running five buses each day on various routes and providing out-of-county medical transportation on an on-call basis.

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

Board of Trustees
Pierce Joint Unified School District
540A 6th Street
Arbuckle, California 95912

OPINION: \$ _____ Pierce Joint Unified School District
 2021 General Obligation Refunding Bonds (Federally Taxable)

Members of the Board of Trustees:

We have acted as bond counsel to the Pierce Joint Unified School District (the "District") in connection with the issuance by the Board of Trustees of the District (the "Board") of its \$ _____ principal amount of Pierce Joint Unified School District (Colusa and Yolo Counties, California) 2021 General Obligation Refunding Bonds (the "Bonds"). The Bonds have been authorized to be issued under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"), and a resolution of the Board of Trustees of the District (the "Board") adopted on April 15, 2021 (the "Bond Resolution"). We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Board contained in the Bond Resolution and in the certified proceedings and other certifications furnished to us, without undertaking to verify such facts by independent investigation.

Based upon our examination, we are of the opinion, under existing law, as follows:

1. The District is duly created and validly existing as a school district with the power to issue the Bonds and to perform its obligations under the Bond Resolution and the Bonds.
2. The Bond Resolution has been duly adopted by the Board and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.
3. The Bonds have been duly issued and sold by the District and are valid and binding general obligations of the District, and the counties of Colusa and Yolo are obligated to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation as to rate or amount (except with respect to certain personal property which is taxable at limited rates).
5. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

\$ _____
PIERCE JOINT UNIFIED SCHOOL DISTRICT
(Colusa and Yolo Counties, California)
2021 General Obligation Refunding Bonds
(Federally Taxable)

Continuing Disclosure Certificate

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Pierce Joint Unified School District (the "District") in connection with the issuance of \$ _____ aggregate principal amount of Pierce Joint Unified School District (Colusa and Yolo Counties, California) 2021 General Obligation Refunding Bonds (the "Bonds"). The Bonds are being issued under a resolution adopted by the Board of Trustees of the District on April 15, 2021 (the "Bond Resolution"). The Bank of New York Mellon Trust Company, N.A., is initially acting as paying agent for the Bonds (the "**Paying Agent**"). 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 Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms have the following meanings:

"*Annual Report*" means any Annual Report provided by the District under and as described in Sections 3 and 4.

"*Annual Report Date*" means the date that is nine months after the end of the District's fiscal year (currently March 31 based on the District's fiscal year end of June 30).

"*Dissemination Agent*" means initially Isom Advisors, a Division of Urban Futures, Inc., or any other third party Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

"*Listed Events*" means any of the events listed in Section 5(a).

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

"*Participating Underwriter*" means RBC Capital Markets, LLC, the original underwriter of the Bonds, required to comply with the Rule in connection with offering of the Bonds.

“*Paying Agent*” means The Bank of New York Mellon Trust Company, N.A., or any successor thereto.

“*Rule*” means 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 the Annual Report Date, commencing March 31, 2022 with the report for the 2020-21 fiscal year, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder.

(b) If the District does not provide in a timely manner (or cause the Dissemination Agent to provide in a timely manner) an Annual Report by the Annual Report Date, the District shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice of failure to file.

(c) With respect to the Annual Report, the Dissemination Agent shall:

- (i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; 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 pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the Annual Report Date, 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 filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, the following information for the most recently completed fiscal year, or, if available at the time of filing the Annual Report, for the fiscal year in which the Annual Report is filed:

- (i) Assessed value of taxable property in the jurisdiction of the District;
- (ii) Assessed valuation of the properties of the top 20 secured property taxpayers in the District;
- (iii) Property tax collection delinquencies for the District if available from Colusa and Yolo Counties at the time of filing the Annual Report, but only if the District is no longer included on the respective County's Teeter Plan;
- (iv) The District's most recently adopted Budget or approved interim report with budgeted figures, which is available at the time of filing the Annual Report; and
- (v) Such further information, if any, as may be necessary to make the statements made pursuant to (a) and (b) of Section 4, in the light of the circumstances under which they are made, not misleading

(c) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's internet web site or filed with the Securities and Exchange Commission. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.

- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the District.
- (13) 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, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the District, if material, 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 security holders, if material.
- (16) 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.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, and, if the Listed Event is described in subsections (a)(2), (a)(6) (other than adverse tax opinions with respect to the tax status of the Bonds or the issuance by the Internal Revenue Service of proposed or final determinations of taxability or of a notice of Proposed Issuance (IRS Form 5701 TEB) with respect to the Bonds), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) or (a)(15) above, the District determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsection (a)(8) above 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.

(c) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above 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 United States 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 governing 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.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule, and the issuer thereof has entered into a continuing disclosure undertaking for such municipal securities.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as 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 the same manner as for a Listed Event under Section 5(b).

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 Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the District. Any Dissemination Agent may resign by providing 30 days' written notice to the District and the Paying Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision hereof, 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 Sections 3(a), 4 or 5(a), 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 an obligated person with respect to the Bonds, or type of business conducted;
- (b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Bond Resolution for amendments to the Bond 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.

If the annual financial information or operating data to be provided in the Annual Report is amended under the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 9. Additional Information. Nothing in this Disclosure Certificate prevents 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 of occurrence of a Listed Event, 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 of occurrence of a Listed Event 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.

Section 10. Default. If the District fails 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. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond 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 11. 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 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 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriters and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2021

PIERCE JOINT UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX F

DTC AND THE BOOK-ENTRY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Refunding Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Refunding Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the District nor the Paying Agent take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Refunding Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Refunding Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Refunding Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (in this Appendix, the "Bonds"). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity 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. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

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 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds 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 the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to 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 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from District or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or 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 District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to District or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds 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, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that District believes to be reliable, but District takes no responsibility for the accuracy thereof.

APPENDIX G
COLUSA COUNTY INVESTMENT POLICY
AND INVESTMENT REPORT

Pierce Joint Unified School District Library Plan

Committee Members:

Laura Hansen, Principal
Jessica Geierman, Principal
Dave Vujovich, Principal
Allison Jansen, Vice-Principal
Mary Grimmer, Librarian
Jane Hardy, Librarian
Amy Kuykendall, ELA Coach
Carol Geyer, Superintendent

**2020/2021
School Year**

Mission and Goals of the School Library Media Program

The mission of the library media program is to ensure that students and staff are effective users of ideas and information. This mission is accomplished by:

1. Providing intellectual and physical access to materials in all formats.
2. Providing instruction to foster competence and stimulate interest in reading, viewing, and using information and ideas.
3. Working with other educators to design learning strategies to meet the needs of individual students.

Goal 1: To provide the staffing necessary to implement an effective, district wide library media program.

1. Staffing to support enrollment (ADA) for each site.

Responsible: Administration/Board

Timeline: 2020/2021

Evaluation: For the 2020/2021 school year, the district has two librarians. One librarian works 20.5 hours at Arbuckle Elementary and 7.0 hours at Johnson Jr. High weekly. The other librarian works 1 hour a week at Grand Island Elementary.

2. A district wide library committee with representation from all sites will meet annually. For the 2020/2021 school year, the committee met on March 1, 2021.

Responsible: Superintendent Designee

Timeline: 2020/2021

Evaluation: Recorded dates of meetings

Goal 2: To ensure that all students in the district have access to equally effective library media programs.

1. All K-5 elementary students will have weekly classroom visits to library and material check out available by staff. For the 2019-2020 school year, the AES Library was open for students before school five days a week, three times a week at lunch, and Tuesdays and Thursdays after school. The AES Library was open during breaks for the students to check out books. Grand Island had a six week Summer Library Time for students to come check out books during break.

For the 2020-21 school year, the AES Library was open four times per week for Drive-by Library. The AES Librarian used two book carts to take books to each classroom so students could check out books one time per week. On Thursdays, students are able to utilize the Mobile Library in Arbuckle, Grimes, and Dunnigan. The AES Library is also open during breaks for students to check out books.

Responsible: Site Administrator

Timeline: 2020/2021

Evaluation: Circulation Statistics

2. Johnson Junior High library is open for classroom visitation and access during school time. In the 2019-2020 school year, the JJH Library was also open after school on Tuesdays and Wednesdays.

For the 2020-2021 school year, the library was open one day per week. Students were able to get books with Drive-by and Mobile Library times.

Responsible: Site Administrator

Timeline: 2020/2021

Evaluation: Circulation Statistics

3. For the 2019-2020 school year, all 9-12 students will have open access to the library collections all day and after school until 3:30 PM daily.

For the 2020-2021 school year, PHS students were able to check out books from teachers in the English Department or using the Drive-by and Mobile Library times.

Responsible: Site Administrator

Timeline: 2020/2021

Evaluation: Circulation Statistics

4. The school district governing board will regularly review policies for library and instructional materials.
Responsible: Superintendent/Board
Timeline: 2020/2021
Evaluation: Policies
At District Meeting:
 1. Challenge of book-refer to Board Policy
 2. Board Policies concerning library will be utilized when needed.
 3. Committee will be formed to make recommendations to the board for book selection and choice materials.

5. Sites will continue to use Follett Library Software. Follett will manage software upgrades. All new materials will be categorized.
Responsible: District Technology Director and Librarians
Timeline: 2020/2021
Evaluation: Implementation

6. Library funding can come out of site allocations. District will consider including library funding in 2020/2021 LCAP.
Responsible: Administration
Timeline: 2020/2021
Evaluation: LCAP Action

Goal 3: To provide up-to-date relevant resources in a variety of formats and technologies to meet the diverse needs of all learners.

1. The internet will be available for all students for computer research.
Responsible: District/County Librarians
Timeline: 2020/2021
Evidence: Research Projects done by students

2. Spanish library selections will be available in site library collections and K-8 classroom library selections. JJH will continue to build selection for Newcomers.
Responsible: Librarian/Classroom Teachers
Timeline: 2020/2021
Evaluation: Number of Spanish books available in each library

3. Trade books, representing grade level appropriate, narrative and expository text, and classroom sets will be purchased to enhance K-8 classroom library collections and site libraries when funding allows.
Responsible: Grade Level Teams/Classroom Teacher
Timeline: 2020/2021
Evaluation: Books

4. Motivational/high interest books and books with character diversity that reflect student interest will be purchased for site libraries and classroom collections when funding allows.
Responsible: Grade Level Teams/Classroom Teacher
Timeline: 2020/2021
Evaluation: Books purchased on a yearly basis

5. Libraries K-5, includes an area in which books are shelved by Lexile number. In grades 6-8, books are in alpha order with the Lexile on the spine. Books are set up by genres at PHS.
Responsible: Librarians
Timeline: 2020/2021
Evaluation: Books
6. Using district funding, quizzes for Reading Counts will be selected to coincide with themes for different reading levels.
Responsible: District technology director and principals
Timeline: 2020/2021
Evaluation: Budget records
7. All materials purchased will be stamped as district property when received.
Responsible: Librarians/Site Staff
Timeline: 2020/2021
Evaluation: Books
8. The district library committee has set the following system to pull well-worn non-appealing materials; all books are examined for condition, copyright date, and circulation. Worn books will be replaced and obsolete books will be discarded when appropriate.
Responsible: Librarians
Timeline: 2020/2021
Evaluation: Books
9. The collection of Lexile level books over 1000 with appropriate content will be continually enhanced at the K-8 site library.
Responsible: Librarians
Timeline: 2020/2021
Evaluation: Books purchased for each library

Goal 4: To ensure ongoing administrative commitment for effective library media programs.

1. The district will consider the district's library media program needs during the Local Control and Accountability Plan (LCAP) process and allocate necessary funds from the Local Control Funding Formula (LCFF).
Responsible: Superintendent/Board
Timeline: 2020/2021
Evaluation: Budget
2. The district will encourage schools to use available funds to continually upgrade library media resources.
Responsible: Superintendent-Principals
Timeline: 2020/2021
Evaluation: Budget

3. Students will receive training in handling of books; responsibility of the checking in and out of books; and the expected behavior conducive to a library environment.
Responsible: Librarians/Teachers
Timeline: 2020/2021
Evaluation: Number of lost books at the end of school year, weekly contests between classes on different categories each week with prizes to the weekly winner.
4. Lost/Damaged books will be replaced by fines and district funds. District will allocate Covid funds to replace lost or damaged books that occurred due to school closures from Covid-19.
Responsible: Librarians, Principals
Timeline: 2020/2021
Evaluation: Budget

Goal 5: To involve parents and community members in the development and support of library media programs for improved student learning.

1. The district will encourage the continued use of public libraries by students and teachers.
Responsible: Librarians/Teachers
Timeline: 2020/2021
Evaluation: Site Circulations Reports
2. An informal assessment survey of teachers, students and parents will be administered annually, i.e., teachers' meetings, School Site Council. Students will be involved in selection of books to support school site programs.
Responsible: Librarians and Principals
Timeline: Annually
Evaluation: Needs assessment

Goal 6: To provide appropriate facilities to meet the learning and teaching needs of an effective library media program.

1. All District school sites include library facilities.
Responsible: Superintendent/Board Administration
Timeline: Ongoing
Evaluation: Building blue prints
2. The district facilities and maintenance plans will include the upgrading and renovation of school libraries.
Responsible: Superintendent and Maintenance Director
Timeline: Ongoing
Evaluation: Facilities Report

Goal 7: To ensure that the library media program serves as an essential catalyst for learning and teaching through comprehensive plans, policies, and ongoing program assessment.

1. The district library committee will review and update district library plan annually.
Responsible: Committees
Timeline: Yearly
Evaluation: Updated documents

Goal 8: To ensure that the K-8 classroom libraries serve as a catalyst for student reading, the following genre of literature and periodicals will be purchased:

- Trade books, classroom sets, informational text, paperback or hardbound, representing grade-level-appropriate narrative and expository text, e.g., classic and contemporary literature
- Stand-alone literature titles not dependent upon instruction
- Literature aligned to student reading levels
- Literature sets for small groups, e.g., 5-8 copies
- Literature suggested as recreational or related to the reading program
- Literature in languages other than English
- Books to support a reading motivational program

1. Grade level teams will collaboratively select classroom materials that best suits the needs of the collective grade level.

Responsible: Grade Level Teams, Principal

Timeline: Yearly

Funded: Site funds

Evaluation: Books

2. The literature selected by grade level teams will be rotated between classes.

Responsible: Grade Level Teams, Principals

Timeline: Yearly

Funded: Site Funds

Evaluation: Books

REQUIRES BOARD ACTION

This completed **ORIGINAL RUN-OFF BALLOT** must be **SIGNED** by the Superintendent or Board Clerk and may be returned by email on or before **FRIDAY, APRIL 30, 2021** Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR A LATE BALLOT THAT IS NOT POSTMARKED ON OR BEFORE APRIL 30 WILL NOT BE VALID.

OFFICIAL 2021 DELEGATE ASSEMBLY RUN-OFF BALLOT
SUBREGION 4-C
(Colusa, Sutter, Yuba Counties)

(Vote for no more than 1 candidate)

Delegates will serve two-year terms that will end March 31, 2023

**denotes incumbent*

Doug Criddle (Marysville Joint USD)

Jasmin Dhami (Yuba City USD)

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

REGION 4 – 8 Delegates (8 elected)

Director: Renee Nash (Eureka Union SD)

Below is a list of all elected or appointed Delegates from this Region.

Subregion 4-A (Glenn, Tehama)

Vacant, term expires 2022

Subregion 4-B (Butte)

Sharon Nilsson (Oroville City ESD), term expires 2023

Subregion 4-C (Colusa, Sutter, Yuba)

Talwinder Chetra (Live Oaks USD), term expires 2022

Vacant, term expires 2023, RUN-OFF

Subregion 4-D (Nevada, Placer, Sierra)

Julann Brown (Auburn Union ESD), term expires 2023

Alisa Fong (Roseville City SD), term expires 2023

Rachelle Price (Rocklin USD), term expires 2022

County Delegate:

David Patterson (Placer COE), term expires 2022

Counties

Glenn, Tehama (Subregion A)

Butte (Subregion B)

Colusa, Sutter, Yuba (Subregion C)

Nevada, Placer, Sierra (Subregion D)

Delegate Assembly Biographical Sketch Form for 2021 Election



Deadline: Thursday, January 7, 2021 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state “see résumé.” Do not re-type this form. It is the candidate’s responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than by no later than 11:59 p.m. on January 7, 2021. Forms may also be submitted via mail, to CSBA’s Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2021.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Doug Criddle _____ Date: 4-5-21 _____

Name: Doug Criddle _____ CSBA Region & subregion #: c-4, yuba
county _____

District or COE: Marysville Joint Unified School District _____ Years on board: 1 _____

Profession: Regional CTE Coordinator _____ Contact Number (x Cell Home Bus.): 530 701-4659 _____

Primary E-mail: dougc@sutter.k12.ca.us _____

Are you an incumbent Delegate? Yes No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I believe that my broad skill set of experience would lend insight to the variety of ever-changing issues that are arising from the challenges that school boards are facing. My skill set sets include a vast understanding and working knowledge of CTE, (Career technical Education) K-12, as well as post-secondary adult education. I am still currently working in the education system and understand the many challenges and issues that we are faced with. My district administrative duties include program, fiscal and instructor oversight.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am currently the Trustee Representative for Marysville Joint Unified School District. My activities and involvement with my local board include; direction, policy, community stakeholder relations, parents and student relations. Issues facing our board include: the current blended learning models for student learning, loss learning mitigation solutions, collective bargaining issues, and of course the reopening plan for our District. I also serve on the LCAP planning board Committee.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

One of the biggest challenges facing governing boards I see is strategic planning and development utilizing various blended learning platforms. Another would be addressing the loss of learning due to the covid-19 pandemic. CSBA can assist and address these issues and more, by having the assigned Delegates share accurate communication and information. It is imperative the CSBA delegates have specific skill sets in areas of expertise to guide these districts forward.

Pierce Joint Unified School District
540-A 6th Street Arbuckle, CA 95912
(530) 476-2892 * FAX (530) 476-2289
Thursday March 11, 2021 5:00 pm
Pierce Joint Unified School District
Technology Building
940A Wildwood Road, Arbuckle CA 95912
Regular Board Meeting Minutes

Governing Board:

Amy Charter, President

Abel Gomez, Vice President

Barbara Bair, Clerk

John R. Friel, Member

George Green, Member

1. CALL TO ORDER

President Amy Charter called the meeting to order at 5:00 p.m.

Members Present: George Green, John R. Friel, Abel Gomez, Amy Charter, and Barbara Bair

Absent: None

Others Present: Carol Geyer, Daena Meras, Jessica Geierman, Dave Vujovich, Laura Hansen, Melanie Brackett, and several participants via telephone and/or video.

A. *Pledge of Allegiance*

Barbara Bair led the *Pledge of Allegiance*

A motion was made by Mr. Green and seconded by Mrs. Bair to add Item 10.1: Resolution #20/21 – 17: Authorization to Increase the District Revolving Account and approve the agenda. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent: None.

2. APPROVAL OF AGENDA

3. HEARING OF THE PUBLIC – Hearing of the Public will begin at 6:00 p.m. (Speakers will be given three (3) minutes to speak with a twenty (20) minute limit per topic)

A. Proposed Energy Services Contract – 254 kW AC Photovoltaic Solar Project

Mrs. Charter opened Hearing of the Public at 6:00 p.m. and asked for comments regarding the Proposed Energy Services Contract – 254 kW AC Photovoltaic Solar Project. There were no comments. She then opened the floor for additional comments. Parents, students, staff members, community members, and others spoke on behalf of three teachers within the Pierce District not receiving tenure. Letters of support and signed petition are attached.

4. Student Body Representative/FFA Representative Report

Student Body Representative Report: Betsy Myers reported that the Annual Penny Drive was a success. A total of \$2567.53 was raised. The winning class will be announced tomorrow morning. Football homecoming is planned for the week of April 12 – 16. The theme will be discussed next week. Football, softball, and baseball are currently practicing.

FFA Representative Report: Katie Williams reported that students continue to compete in the Red Hawk Challenge online competition that includes CoOp, farm records, and BIG. Peaches and apples are in bloom at the school farm. Fair animals are being purchased. There

are 16 students showing lambs, 15 showing goats, 4 showing steer, and 33 showing pigs. Tristen Miller is competing for a state proficiency and Karina Gonzalez has been slated for the 20/21 officer team. State convention is coming up and will be held online through Zoom meetings and break out rooms.

5. Consider and approve **TENURE FOR THE FOLLOWING CERTIFICATED STAFF:**
 - A. **Brittanee Garcia**
 - B. **Manvendra Gill**
 - C. **Calley Paul**
 - D. **Danielle Pfyl**
 - E. **Trevor Platt**
 - F. **Katherine Randall**
 - G. **Heather Riley**
 - H. **Jaqueline Schlosser**
 - I. **Raquel Ulloa-Mendoza**

Mrs. Geyer stated that tenure status is granted to teachers after a probationary period of about one and a half years. Under California Education Codes, school districts must determine tenure status by March 15th of the teacher's second year with the district. With COVID-19 closing our schools last March and keeping them closed through October, it feels as if the tenure timeframe has gotten even shorter. The State did not provide any type of waivers to increase this timeline. Tonight we have nine (9) teachers in our district who will be granted this permanent status within the Pierce Joint Unified School District. Each principal will now individually recognize the work done by these teachers to earn their tenure. Site principals presented the Board with letters recommending certificated staff A – I for tenure within the Pierce Joint Unified School District. A motion was made by Mr. Gomez and seconded by Mr. Green to approve tenure for certificated staff A – I within the Pierce Joint Unified School District. Voting Aye: Mr. Gomez, Mr. Green, Mr. Friel, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None.

6. **PRINCIPAL'S REPORTS:**
 - A. Arbuckle Elementary School/Grand Island Elementary School
 - B. Lloyd G. Johnson Junior High School
 - C. Pierce High School/Arbuckle Alternative High School

Laura Hansen reported that NWEA winter testing has been completed and parent/teacher conferences will start on Monday at Arbuckle Elementary and Grand Island Elementary. She reported that the enrollment at Arbuckle Elementary is 568. Starting Monday, 475 students will be in-person learning and 93 will continue with distance learning. She thanked Junior, Francisco, and Jeff for responding to a large amount of work orders this week in preparation for more students on campus. She reported that every grade level has a concurrent teacher now and she appreciates the teachers being flexible and open minded during the change. She reported that from now until

the end of the school year will be open enrollment at both sites, so if a parent feels comfortable enough to send their student back to school they can do that at any time and keep the same teacher. All staff is back on-site working at both elementary campuses. Recess schedules have been adjusted to accommodate more students. Grand Island enrollment is at 54 with 15 students on distance learning and 39 in-person. She gave a breakdown by grade. She reported on the first (CMA) Character Matters Assembly held at Grand Island. She stated that it was wonderful seeing parents show up and seeing students recognized for their accomplishments. She gave an example of how the students look forward to spinning the wheel and is happy that the CMA can continue during the COVID pandemic through Zoom to build the school community.

Jessica Geierman reported that with the new quarter Lloyd G. Johnson Junior High is fortunate to have many students returning to in-person instruction. She reported that 37 students will be returning to in-person instruction on Monday and gave a breakdown of the number of students by grade. She outlined the schedule change that will need to be made in order to accommodate the returning students. Today Pod Basketball was rolled out so students could play basketball during breaks. She is excited to add more activities as they are able to so students have more active things to do during breaks. Next week NWEA winter testing begins and the Cougar Cup tournament will begin on Friday. She also reported that the site is transitioning to concurrent teaching.

Dave Vujovich reported that it has been quite a week at Pierce High School and Arbuckle Alternative High School. Sports schedules have been made, and will be made, as things continue to open up. He reported that 28 students will return to in-person attendance on Monday which will make 389 in-person students at Pierce High School. He gave a breakdown of enrollment at both sites.

Dave Chun gave an update on the math adoption process. He reported that the pilot for the CPM program has been completed and the pilot for the Agile Mind program is in process. He stated that the next steps are student interviews for each piloted program. He outlined the process which includes individual interviews and a couple of focus group meetings with groups of students. He believes that consensus building and recommendation to the board will follow in May. Mrs. Geyer asked Mr. Chun to explain the student empathy interviews. Mr. Chun responded that students will be asked a series of questions about their experience with each program and outlined the interview process. He stated that the focus groups would be asking the same questions, but in a group setting, where ideas and information can be shared. He stated that Megan Hall will be present for all interviews

7. REPORTS:
A. Math Adoption Report

as the recorder and the other members of the math adoption committee will be conducting the interviews.

Francisco Mendoza reported that he is happy to be here to share what his team is doing. He reported that there are currently 13 open work orders at Arbuckle Elementary, 7 at Johnson Junior High, 5 at Pierce High, and 2 at Grand Island. He reported that it's been a crazy week with the return of sports and trying to get ready for games. He thanked his maintenance team for taking care of things during his absence. He thanked the custodial staff for the great work they are doing. He meets with the bus drivers tomorrow regarding sports returning and the trips that will need to be covered. He reported that safety is discussed at every meeting. He stated that two bus routes had been combined while some students were still on distance learning and he is hoping to keep the current routes when more students return to in-person attendance next week. He gave a brief report on the status of the new doors for the gym. They have been received, but it will take a bit to get them installed due to the return of the sports programs.

George Parker reported that the air flow on the Edunet equipment is being monitored to make sure it is adequately cooled. He reported that the north gym demolition is underway and the contractor is moving swiftly on this project. He reported on the shade structure project and stated that the structures are being fabricated out of state and should arrive in Arbuckle by the end of the month. The concrete contractor will begin work in about a week to begin the installation process. The Ag CTE project at Pierce High School is scheduled to go to DSA on Monday. That will begin the 2 month review period at DSA. He gave an outline of the next steps for that project and stated that there is still time for any changes that the Ag Advisory Committee may have. He reported on the solar project items that are on the agenda for approval. Mrs. Bair asked for an explanation of the classroom that will be part of the Ag CTE project. Mr. Parker outlined the classroom which will be a universal classroom designed for multiple types of programs. It would not necessarily be assigned to one teacher, but more of an area for all programs to utilize as more of a multi-purpose area.

Jeff Stuivenberg reported on the status of the Edunet project. He reported that testing of the Edunet equipment came to a stop last week due to some of the equipment overheating. The overheating was being caused by not enough air flow in the enclosure where the equipment is being held. He outlined the solution which includes installing fans and ventilation holes that will keep the temperature within acceptable limits. Testing will resume once this has been resolved. He has completed the configurations of the external routers and gave an outline of service areas and how the devices are working in different areas. He reported that trees are causing interruption in the service in some areas and gave examples of possible solutions. He

B. Transportation/Facilities Report

C. Technology Report

reported on the survey that testers are using to get information on their service to Jeff. He reported on the replacement of the camera security system and will provide more information next week. He is working with staff at each site on their technology needs with more teachers teaching concurrently. He is in the process of transferring account management to Michele, which will free him up for other projects. There are currently 29 open work tickets, half of which are Chromebook repairs.

Daena Meras outlined the 2020/21 2nd Interim Budget Report.

Mrs. Geyer outlined the data, and missing data, on the Student Wellness Policy Data Report. She reported the missing data is due to not being able to track PE minutes and free and reduced lunch numbers due to COVID.

The Annual Expulsion Report was submitted. There were no expulsions to report.

Mrs. Geyer reported that summer school planning is underway. She reported on meetings held to get input from English and Spanish speaking parents. She also reported on the survey that was sent to teachers to find out what would be some motivating factors for them to want to teach summer school. Each principal will be planning summer school at their site using the teacher surveys to plan programs. She is hoping to run a summer program June 13 – July 30. That would not mean that students would attend all days, but would choose a session that they want to attend. A 15-day Elevate math program will be available to grades 3-8 and a 19-day program for high school students.

Michael Barber gave an update on the status of the sports program at Pierce High School. He reported that over the past month golf and cross country have been competing, with golf wrapping up last week. Cross country finishes tomorrow. He reported that football officially started on Monday with the first game being March 26th. He reported there are 4 games on the schedule with two home games. Soccer is also underway with games beginning March 23rd. Cheer also started yesterday. Michael outlined the COVID testing regulations and stated that Colusa County's numbers are under the required limit for weekly testing except for volleyball, since it is an indoor sport. He has been working with Carol and Daena to get testing started on March 15th. He has been working with the volleyball coach to find other schools who will have a volleyball team to set a schedule. He gave an outline of remaining sports and how the seasons will be played. He reported that Esports is underway and they have been competing. He reported that he is working with the county on spectators for sports events. He stated that at this time the guideline is two people from the immediate household per athlete and he will work with administration to figure

D. 2020/21 2nd Interim Budget Report

E. Student Wellness Policy Data Report

F. Annual Expulsion Report

G. Summer School Report

H. High School Sports Report

out the game attendance process. He thanked Francisco and his team for getting the fields ready. Mrs. Geyer added that girls' volleyball team will be tested once a week starting next week, even if they have multiple matches. They will be self-administered tests with the testing company present during testing. Mrs. Charter asked that as the county moves through the tier system will the spectator attendance guidelines change. Mr. Barber stated that direction on that will come from the county, but that is his hope. He also gave information on the camera system that has been installed that will allow streaming of indoor volleyball games and on the Hudl equipment for the football field, which will not be available until July. There was further discussion regarding guidelines for spectators and how other outdoor venues are opening up and how the information changes quickly. Mrs. Charter thanked Mr. Barber for getting the sports programs going for the students. Jeff added that the cameras are up and running and he is looking for a safe way to stream the events.

Mrs. Geyer outlined the new FAQ page on the District Website. She stated that there is a link on the form where questions can be submitted to be included on the FAQ page.

A summary of the Governance Trainings that were held on February 19th and 25th was submitted.

Kim Castro, PJUEA President, reported that the association would like to work towards moving the revolving door into a staircase. She stated that they would like to see the existing teachers being built up, not just let go to start over. She reported on an informal grievance meeting that was held with the district regarding evaluation procedures and they were assured that the problem would be corrected during that meeting. She stated that past practices has affected teachers and whether or not they will continue to be employed with the district. She outlined several items from the teacher contract regarding evaluations and feedback that are not being followed correctly and gave examples of the items. She stated that consistent feedback is necessary for a teacher to grow and to know what to work on to improve themselves and continue to be an asset to the district. She encourages the admin to be consistent and reported that Mrs. Geyer will ensure that teachers across the district are receiving the same evaluation process. She added that the teachers are looking for support, not just criticism and transparency and stated that students cannot come first if teachers continue to come last.

No report was given.

I. Frequently Asked Questions Page Report

J. Governance Workshop Summary

8. PJUEA (Pierce Joint Unified Educators Association Report

9. CSEA (California School Employees Association) Report

10. Consider and approve **Resolution #20/21 – 14: Budget Revision**

A motion was made by Mr. Gomez and seconded by Mrs. Bair to approve Resolution #20/21 – 14: Budget Revision. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent: None.

Daena Meras outlined the need to increase the district revolving account. A motion was made by Mr. Gomez and seconded by Mrs. Bair to approve Resolution #20/21 – 17: Authorization to Increase the District Revolving Account. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent: None.

A motion was made by Mr. Friel and seconded by Mr. Green to approve the 2020/21 2nd Interim Budget Report. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent: None.

George Parker outlined the resolution and the need to include the contract within the resolution. A motion was made by Mr. Gomez and seconded by Mrs. Bair to approve Resolution #20/21 – 15: Resolution Making Findings on Energy Savings and Determining Other Matters in Connection with an Energy Service Agreement for 254 kW AC Photovoltaic Solar Project. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent: None.

Mrs. Geyer reported that this is an annual contract for Erate. A motion was made by Mr. Green and seconded by Mrs. Bair to approve the Agreement between Pierce Joint Unified School District and Frontier Communications for District Wide Metro Ethernet Services for the 2021/22 School Year. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent: None.

Mrs. Geyer reported that the district is needing to hire additional para educators to support teachers and possibly additional custodial staff. The positions could be funded by Cares Act funds. A motion was

10.1 Consider and approve **Resolution #20/21 – 17: Authorization to Increase the District Revolving Account**

11. Consider and approve **2020/21 2nd Interim Budget Report**

12. Consider and approve **Resolution #20/21 – 15: Resolution Making Findings on Energy Savings and Determining Other Matters in Connection with an Energy Service Agreement for 254 kW AC Photovoltaic Solar Project**

13. Consider and approve **Agreement between Pierce Joint Unified School District and Frontier Communications for District Wide Metro Ethernet Services for the 2021/22 School Year**

14. Consider and approve **Creating Short Term Positions for the 2020/21 School Year**

made by Mr. Gomez and seconded by Mr. Green to approve Creating Short Term Positions for the 2020/21 School Year. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent: None.

15. Consider and approve **Consent Agenda:**
 - A. Minutes of February 18, 2021 Regular Board Meeting
 - B. Minutes of February 19, 2021 Special Board Meeting
 - C. Minutes of February 25, 2021 Special Board Meeting
 - D. Warrant List for February 2021
 - E. Interdistrict Transfers:
 1. Transferring OUT for the 2021/22 School Year:
 - a. One (1) Student to Williams CA – new
 - b. Two (2) Students to Woodland CA – continuing
 2. Transferring IN for the 2021/22 School Year:
 - a. One (1) Student from Williams CA – new

A motion was made by Mrs. Bair and seconded by Mr. Green to approve the Consent Agenda. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, Mr. Friel, and Mrs. Bair. Voting No: None. Absent: None.

3rd Quarter Williams Complaint Report
3rd Quarter Discipline Report
Interdistrict Transfer Report
CBOC Report
DELAC Report
Library Plan
Esports Report
Superintendent Formal Evaluation

Celebrate FFA State Farmer Degree Recipients
Mrs. Bair would like to invite FBLA, or any other school clubs that want to, to give a report at the meetings.

Carol Geyer shared a handout on SB86 which is State legislation regarding in-person instruction and expanded learning. She reported that she held a parent LCAP input meeting last night. Twelve parents attended virtually where a jam board was utilized for ideas and suggestions. She has received LCAP input from the DELAC committee as well. She and Daena held a meeting regarding refinancing the school bond with interest rates at an all-time low. She will be bringing more information to the Board regarding refinancing

16. Items to be agendaized for next regular meeting

17. Superintendent's Report

and the savings it could bring to taxpayers. She gave brief information on a previous bond refinancing. She had a Special Education Plan Committee meeting to look at the progress of the plan and next steps. She reminded the Board of the Board/Admin Team planning day next Friday.

No report was given

18. Board President's Report

19. CLOSED SESSION:

A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

Certification	Position	Status
Certificated	Science Teacher – PHS	Retirement
Certificated	Math teacher – JJH	Resignation
Certificated	English Teacher – JJH	Resignation

B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal/release

C. CONFERENCE WITH LABOR NEGOTIATOR: Pursuant to Government Code sec. 54957.6, the Board will meet in CLOSED SESSION to give direction to Agency Negotiator, Carol Geyer, regarding negotiations with PJUEA (Pierce Joint Unified Educators Association) and CSEA (California School Employees Association)

D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Superintendent: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to conduct verbal evaluation and discuss format, goals, and priorities for the Superintendent's evaluation

The Board went into CLOSED SESSION at 7:19 p.m.

The Board reconvened at 8:36 p.m. and reported action taken on the following:

20. OPEN SESSION - Report Action Taken in CLOSED SESSION

- A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

A motion was made by Mr. Green and seconded by Mr. Gomez to approve the PUBLIC EMPLOYMENT. Voting Aye: Mr. Gomez, Mr. Green, Mr. Friel, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

Certification	Position	Status
Classified	Science Teacher – PHS	Retirement
Classified	Math Teacher – JJH	Resignation
Certificated	English Teacher – JJH	Resignation

- B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal/release.

A motion was made by Mr. Green and seconded by Mr. Friel to approve Resolution #20/21 – 16A: Non-Reelection of Probationary Certificated Employee(s). Voting Aye: Mr. Green, Mr. Friel, Mr. Gomez, and Mrs. Charter. Voting No: Mrs. Bair. Absent: None.

A motion was made by Mr. Friel and seconded by Mr. Gomez to approve Resolution #20/21 – 16B: Non-Reelection of Probationary Certificated Employee(s). Voting Aye: Mr. Green, Mr. Friel, and Mr. Gomez. Voting No: Mrs. Bair and Mrs. Charter. Absent: None.

- C. CONFERENCE WITH LABOR NEGOTIATOR: Pursuant to Government Code sec. 54957.6, the Board will meet in CLOSED SESSION to give direction to Agency Negotiator, Carol Geyer, regarding negotiations with PJUEA (Pierce Joint Unified Educators Association) and CSEA (California School Employees Association)

No ACTION was taken

- D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Superintendent: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to conduct verbal evaluation and discuss format, goals, and priorities for the Superintendent’s evaluation

No ACTION was taken

21. ADJOURN

The Board adjourned at 8:01 p.m.

Carol Geyer, Secretary to the Board
 of Trustees

3 months

This is a petition from the students who think we should continue to have Ms. Grote and Mr. Castaneda as teachers because they help us everyday in and out of school not only in the classroom. We are standing up for our teachers we love...

Cindy Corona	Robekah Madril	Haley swiere	Myra Baylones
Anna Paez	Darius Bremner	Robyn schultz	Deale Kilgore
Natally Lopez	Lizbeth Calderon	Eva Cruz	Mixery Ambriz
Yamin Pedregon	Karina Robles	Kyle Howell	Yesenia Chavez
Isai Orozco	Eric Little	Alexis Hedges	Gaby Paiz
Veronica Duarte	Katie Stassi	Tatum Mulgrew	Chelsey Miller
Jocelyn Medina	Lydia Celler	Monse Figueroa	Daisy Almanza
Joseph Garcia	David Lopez	Taylor Taylor	Michelle
Eduardo Lopez	Cristian Garcia	Marlene Jarama	Arianna Hernandez
Daniel Bustamante	Matthew Rosco	Maggie Regna	Christian Ambriz
Robert Salvatierra	Joel Magallon	Sul Martinez	Madeo Gutierrez
Waseem	Tony Colson	Sebastian Ambriz	De Myer
Jesus mendez	Eric Ambriz	Dylan Wilson	Drama Huerta
Ermetinda Ramos	Jose Carvajal	Diego Medina	Hernan del Rio
Alondra Medina	Eddy Calderon	Alonso Romero	Alexis Garne
Hailey Goodman	Rudy Tapia	Ariel Johnson	Muhammed
Daniel Garcia	Ramiro Aceves	Evelyn Cortes	Jamian V. Jay
Jamie Figueroa	David Medina	Connor Murphy	Morgan Erickson
Brydon Hoch	Anthony Medina	Kaden Elvert	Anahi Cano
Daniel Zubia	Mary O'Sullivan	Robin Madrigal	Alexis

I love Yall Crystal Olazaba

Paul Montoya	Ashley Esquivel	Maribel Lomey	Ariette Rivera
Hailey Regan	Francisco Alvarez	Lisandra Valencia	Margaret Lees
Bethany Regan	Ivan Colsa	Eduardo Lopez	Rebeca Tinoco
Robert Ramirez	Eduardo Paiz	XXXXXXXXXX	Kami Fullerton
Julie Inmuella	Celste Ramos	Cristian Calderon	Jack Marsh
Nathaniel VanLoringham	Alex Valencia	Adriela Braceras	Hudson Bair
Joseph Smith	Dr M-Jake Washburn	Suki Miller	Patricia Ashbury
Israel Janofsis	Miguel Sanchez	Sulvia Campbell	Jose Valazquez
Dominic Bordias	Diego Garcia	Luis Angel Rangel	Liliana Liewanos
Jose Tejada	Enil Durante	Jack Brackett	David Ramirez
Yasmine Hawkins	Annalin Danner	Sarah Prender	eduardo Cuellar
John Smith	Ricardo Ambriz	Crystal Olazaba	Vanessa Bui
Rebecca Felix	Gilberto Plascencia	Martha	Alto Moreno
Emma Schlosser	Jocelyn Gregori	Isela Ambriz	Mauricio Ordaz
Emma Trueblood	Alexa Velazquez	Sydney Erickson	Maribel H.
Cami Arenas	Sebastian Martinez	John Smith	Letzy Ambriz
Abonbra Abonra	R Rün	Melissa Morillo	Alfonso Orozco
Isabel Alvarez	Jacob Pina	Mady Jammone	Jared Perez
Michelle Tejada	Adrian Avila	Rafael back-silver	Jaidin Watson
Gicelle Condey	Joseph Medina	Alex Orozco	Ali Murgam
Destiney C			

9 20

16

30
9/20

Y Martin Rodriguez	Andrey Uina	Brandy Becerra	Alex Corona
Jeramiah H.	Kathleen Nickell	Evelene Garcia	Anagabriela Tapia
Alexandra Ramirez	Emili Moreno	Licah Mendoza	Claudia Polanco
Ryssa Kleef	Nicolette Jones	Maribel H.	Cassandra Velazquez
Juliana Ortollo	Lourdes Lopez	Christian Mata	EMERSON A.
Jessica Garcia-J	Arnel Gutierrez	Tony Ambriz	Heber Torres
Cassandra Sanchez	Carina Ruiz	Imma Arriaga Arriaga	Julian Garcia
Jesus Jesus Calera	Gisela Herrera	Mixery Ambriz	Francisco Martinez
Marco Rodriguez	Grant Grampin	Julian Valencia	Maddie Burkhardt
Javier Villacuel	Joseph Saavedra	Liz Ruiz	Elizabeth Osorio
Abel Quintana	Arnel Gutierrez	Emilio Flores	Carina Trujillo
Rocio Calderon	Armando Ruiz	Esmeralda Leon	Ceseste Jimenez
Guillermo Jauregui	JH Byrum	Stephanie Magana	Emiliano Gutierrez
Sotero Austin	Ashlyn Woodridge	Leidy Reinoza	Jaylen Escobedo
Fernando @ V	Arnel Gutierrez	Hernan del Rio	Daniel Carranza
Arnel Brown	Angel Ambriz	Erick Parra	Gid Monago
Belsazar Haro	Kassandra Rayo	Natalie C.	Angel Gutierrez
Nick Jansen	Jaelyn Melendez	Manuel L.	Gabriel Sandoz
Valentin Sacchi	Cilly Huerta	Kath G.	Antonio Gutierrez
Fabian Ayala	Issac Valencia	Jovan R.	Ky Woodridge

Jose Gonzalez	Roberto Martinez		
Daniel Gonzalez	Jack Ehrke		
Fernando Valencia			
Kirk Shahan			
Adrian Carrillo			
Desiree Garcia			
Leonardo Andrade			
Cristian Duran			
Eddie Ambriz			
Mico Vargas			
Luke Voorhees			
Jesus (Elotes)			
Bhannadyala			
Carolina G.			
Stephine Ruiz			
Mansela Solonio			
Deana Martinez			
Celeste Grajeda			
Jersey Valador			
Kathryn Wickert			

PJUSD
540-A 6th Street
Arbuckle, CA

March 4th, 2021

Dear School Board Members, Superintendent Geyer, and Principal Vujovich,

I am a student at Pierce High School and I am writing to you to express my alarm over the abandonment of our School's Motto "Student first!". It has come to my attention that our beloved teachers Ms. Grote and Mr. Castenada have been laid off. I and many other students strongly disagree with this decision. They have helped us students grow and become stronger than we ever could without their support.

Castenada has brought life and hope back to the Pierce High School students and community. He has allowed students to flourish and explore new pathways that weren't open before. Students now have the opportunity to serve the community and their peers by playing during football games. Just last year 3 students played the national anthem as a trumpet trio. Castenada has helped me grow as a musician as well through these two years more than I have ever been able to in my three years at Pierce High. He has invested two amazing years building a foundation for students to have music opportunities. How is stripping these opportunities away putting students first?

Grote has taught two years of math classes and has helped tutor dozens of more students. She has opened doors for students who are struggling and has created a safe place for students to feel loved and appreciated. You can ask any student here and they can all tell stories of Ms. Grote's generosity and willingness to see her students succeed. She has tutored me for countless hours when I was confused and lost with my math 2 course and now with my math 3 course that because of COVID is taught online. She has a passion for teaching, and her students and is removing her from the lives of all these students putting them first?

I would also like to call attention to the Board's 2020/21 goals. They state, "Goal 1. Pierce Joint Unified School District students will graduate high school, college, and career ready. Pierce Joint Unified School District students will feel a sense of

connectedness academically, socially, emotionally, and physically in their schools. Goal 3. Pierce Joint Unified School District will engage families and members of the greater school community as educational partners.” This has been quoted directly from the Piece High School website. Have we forgotten these goals? How can I as a student or any student graduate college and career ready if we are without a music program backed by a teacher willing to do anything to support us? How can students gain that sense of connectedness if a key foundation in our student lives is being stripped away? How can you engage those parents and members of the community as partners when teachers who they trust and support are being wrongfully fired? Please reconsider your decision to fire these teachers who I and all students here at Pierce High School know and love.

Respectfully,
Lillian Arens

To whom it may concern,

It is with a heavy heart, deep exasperation, and dejection that I write this letter in an effort to sway the decision to not rehire Ms. Grote. This decision is shocking and incomprehensible in the eyes of many students.

Ms. Grote has been a key resource and inspiration to many of her students as well as students that never took her class. I, being one of the students to never take her class, but still receive help from her. While I was enrolled in both AP statistics and calculus last year, Ms. Grote was an integral part of my success in those classes. I was unable to properly understand the course material in the actual class, so after school, three days a week, I would seek her guidance. It was with her help that I was able to understand the material and pass the classes. I was not the only one to seek her help for these two classes either.

Besides being an excellent educator, Ms. Grote is also a friend. She has always been there for me and my fellow classmates when we need her. She never turns down an opportunity to help others. During these troublesome times especially she has been there for others when she herself is struggling the most. The connections and bonds that Ms. Grote has been able to make with students are unrivaled in this school. No other teacher is there for the students more than Ms. Grote.

The decision to not keep Ms. Grote at Pierce feels insulting to the students because she is the best math teacher this school has had in decades. She has the drive and passion to help and teach students that is lacking in this school. Being a teacher is not just about educating, it's also about being a friend, being someone to talk to when you're feeling down, someone that actually cares about your well being. The hypocrisy that is present in this school is a slap in the face and infuriating to the students.

While we were on distance learning, the school would give us surveys and ask about our well being and mental state. Then when we came back in-person, those seemingly stopped and everyone assumed things were back to "normal." The situation that students are facing this year is far from normal. The seniors, especially, have it rough. We have yet to have any fun and engaging activities that make the scraps and remnants of this year feel even remotely normal. There have been no school dances, rallies, or any school spirit activities that would otherwise be riddled throughout the school year. This severely affects mental states. Without these activities, the entire school year has been work and the students have no drive or motivation to do their work. The pressure to keep a 3.0 GPA in order to play sports is gone. The standards are also low enough that straight D's are enough to pass, so the bare minimum is done. There is no motivation or drive to excel and work hard because of these "unprecedented times," as we've grown accustomed yet tired of hearing.

The hypocrisy in the school is that the school claims that they care about the students' well being, but fail to deliver on anything that will actually improve their well being. For the seniors, this year is a gateway to their lives. It's supposed to be an eventful and celebratory year. Instead, seniors have been told that "we're (the seniors) the adults in this situation. The ball is in our court. We decide on what we get to do." This is not the case. We have not been asked what we think, nor given the ability to speak our minds on what we want for this year. The door for graduation is also being slammed in our faces. This is plain unacceptable. The double-standard of repeating the slogan "students first" and then refusing to listen to what the students have to say is brutally and

unapologetically hypocritical. It's in the students' best interest that Ms. Grote remains at the school, yet that is being threatened for shallow and undefendable reasons.

The only way students are willing to learn this year is because of teachers like Ms. Grote. Teachers that treat students like friends and family instead of just students that have to *deal with*. Ms. Grote is a teacher that genuinely loves what she does and the kids that she teaches. She is able to balance fun and laughter-filled times and hard work. She is one of, if not, the hardest working teachers in the entire district and this is inherently a problem? Having a teacher that makes the work engaging and worth the time to do is an issue? Having a teacher that students actually love and enjoy her classes is something that isn't commonplace, so having that at our school is *vital*. Removing Ms. Grote is unacceptable and would hurt the students in more ways than conceivable.

Any excuses saying that not rehiring Ms. Grote is what's best for this school and the students are not true and unbelievable. Having a teacher like Ms. Grote who is one of the best at what she does, and enjoys being here is a rare occurrence. We are lucky to have her, and should do everything in our power to *keep* her at this school. I sincerely and endearingly urge a reversal to this decision.

Kyle Howell

Dear School Board,

I am a senior, and I'm writing to you in protest of your decision to ask Ms. Grote to resign from her position at Pierce High. I am asking you to please reconsider your decision.

Earlier this week, I asked Ms. Grote to write me a letter of recommendation, so now I'll be returning the favor. Ms. Grote has been teaching at Pierce since Fall of 2019, that's only a couple of years but she has made a lasting positive impression on numerous students, including myself during this time. I have never had the privilege of being her student but I am currently her TA. I came to Ms. Grote originally last year because I was not learning in my Calculus class and was failing almost every test. I am a 4.0 student and generally good at math thus, it was surprising to me that I was doing so poorly. Instead of staying after school with my own Calculus teacher, I went to her for some tutoring. That was one of my best decisions because I was able to pass Calculus with an A and I made a meaningful connection with her throughout that time. Without her help, I would have never been able to accomplish this feat.

Furthermore, Ms. Grote is one of the best math teachers I have ever met in our district. I have been able to help out and watch how she teaches her students since I am her assistant. It is clear to me that she is great at her job. All teachers work hard, but Ms. Grote goes above and beyond that. Ms. Grote actually cares about her students and their wellbeing. She always makes sure that her students are doing well, emotionally and academically. She tries her best to be diplomatic and see a situation from all sides. If a student is not turning in work or struggling in class, she tries to understand why instead of immediately dismissing them as lazy. I have no problem firing teachers who are problematic and inadequate at their job but Ms. Grote is just not the case. A teacher like Ms. Grote is rare, you would be making a huge mistake by exterminating her from her position. Because of her tutoring I was able to actually understand math again. She was never condescending if you got something wrong or made you feel less than. She made sure to explain each process thoroughly when too many teachers choose to go

over briefly because they fail to understand that just because they have been studying and teaching this subject for years, it does mean it is easy. It is still new to the students. Too many teachers make this detrimental assumption but not Ms. Grote. She is constantly reminding herself that her students are new to this and she needs to go slowly. That is the making of a great teacher, and consequently better students. I see no reason to essentially fire Ms. Grote. She has done nothing but good for this school, and especially for the students here. I know I will not even be attending Pierce High next year so keeping Grote around does not benefit me. However, I can not stand by and let you fire a perfectly good math teacher, not when you have let countless bad teachers keep their jobs here. Teachers at Pierce are constantly coming and going, and frankly, it's tiring. It is not beneficial to anyone when you constantly switch out teachers. Students build bonds with their teachers and when you take them away, it's like you're asking one of their best friends to move away. Oftentimes, teachers are there for students when they're going through something difficult at home. They are able to provide guidance and leadership when it's not present in their life. For a lot of kids, myself included, school is an escape and teachers like Ms. Grote are a significant reason why.

Lastly, students spend a majority of their time at school, so essentially you are spending equal or more time with your teachers than your own parents. They are a huge part of a student's life and make lasting impacts. In fact, you probably have a favorite teacher you remember from your childhood. Maybe they helped you through a hard time, maybe they were always there for you whenever you needed them, maybe they treated you like a friend and not a student, maybe they were more than just a teacher to you. That is Ms. Grote for me.

Best Regards,
Yesenia Chavez

Dear Pierce High School Board and Mr. Voiovich,

I'm writing this letter to you in regards to Ms.Grote unfortunately getting pink slipped. I learned that she was pink slipped late Thursday night. When I heard this I was greatly upset at what had happened. I have only been Ms.Grotes student for about eight months now. I have learned a lot about her and have grown to love her teaching skills and her as a person. Even when doing distance learning she was able to connect with us students in ways other teachers could not. She would take time out of her day to help us understand what we were learning. She showed us multiple ways to solve a problem until we understood it rather than getting frustrated and only showing us one way and saying we will understand it later like some math teachers do. She would help us until we got it.

Through my years of schooling I have been able to understand math without a problem. I've had an A in all of my math classes as some others may have struggled. When we were back in person some of the kids in my class that have been known as goof-offs or haven't been able to understand math that well, as Ms. Grotes teaching us and showing us different ways on how to solve a problem. You look around at the students and you see confusion at first and then when they get it their eyes light up as they get what she is saying, they get what she is teaching and are shining bright once they get it. I've grown up with most of these kids and they have never sparkled like this before Ms.Grotes teaching. Even when we are outside of the classroom she reaches out and tries to be there for us. I know that she went to the visual of Christian she was there to show support to his friends and be there for kids who needed her. She truly puts herself out of the way for us students.

She takes time out of her day to help us and get to know us. She lives 30 minutes away. She doesn't have to stay after school to help kids to listen to them and be there for them but she does. That is the kind of teacher a person that Pierce Highschool shouldn't lose. I hope that you rethink your decision as it is imperative that we keep Ms.Grote here with us. If you have any questions about what I have said please feel free to contact me.

Sincerely, Chasey Miller

PJUSD
540-A 6th Street
Arbuckle, California

March 5th, 2021

Dear School Board Members, Superintendent Geyer, and Principal Vujovich,

I am a student here at Pierce and I am writing to express my strong disagreement with the decisions made to lay off Mr. Castaneda and Ms. Grote, both who have been teachers of mine, during my two years here at Pierce High.

As a middle school band student, I witnessed the disorganization of the music program that the high school students faced, and all the teachers that seemed to come and go, and I was delighted when I started my freshman year to see that our school had finally found a teacher that truly wanted to make our music program great. I could tell from the very beginning that Mr. Castaneda had a passion for music, and knew I was going to like him as my band director. He didn't have much to work with, but he worked really hard to adapt to the school, and the students, and he helped us perform at the Suite Sweets fundraiser, the Arbuckle Christmas Stroll, Homecoming, and we were even able to play at our football games. He has done his absolute best, and put all his effort into restoring our music these past 2 years, and I think his time is being cut short too soon. I personally don't wish to see this school return back to constantly losing music teachers, and I even more don't want to see other students lose their interest in music.

During my first year here at Pierce I was given the opportunity to skip Math 1, and go right into Ms. Grote's Math 2 class. It was challenging at times, but she was a great teacher to me during the time I was in her class, and I loved attending her class every day. Even this year, I haven't had her as a teacher, but I still enjoy walking into her class and talking to her every so often. I know that even through COVID she has been working her hardest, taking time out of her personal life to tutor students in, and out of her math class. When she expressed her interest in teaching calculus, I intended on taking it, simply because I love her teaching style, and I know she could make hard math easy, because she truly enjoys her job. Just like Mr. C, I think she has great potential, and that her time here has been too short.

I honestly think these decisions to resign Mr. Castaneda and Mrs. Grote should be reconsidered, because I as a student don't want to watch this school constantly lose and gain teachers every other year. It may not seem like it, but the constant changing of teachers really does affect me and my peers' education, and our overall high school experience. There are plenty of students just like me who have the same opinions as mine, and I really hope that our feelings and opinions are considered, because it would show that the school really cares about us. Please reconsider your decision to get rid of these really great teachers, that I and others truly love.

Respectfully,

Emma Schloesser

PJUSD
540-A 6th Street
Arbuckle, CA

March 8 2021

Dear School Board Members ,

Mr. C, and Ms. Grote are good teachers. They have made the students grow into better people and students. Ms. Grote has made test scores increase and has also made connections with the students. Mr. Castenada has pushed us to be a better band and has been better than any of the previous band directors. In both classes I have made some good memories and had some good lessons. My first interaction with Ms. Grote was last year. It had been the first time in high school for me and I was "assigned" to her math class. I walked into her class and then she kinda laughed, she politely explained that math 1 was in another room. Now, she is actually my teacher and she has made me feel welcomed and wanted in class. Mr. Castenada is a great band director. He has made a very unique environment in the band and now we feel like a family. We feel that if we were to take that away, we would feel like something was missing. Please let the teachers stay. They have been a big impact on our high school lives and we would like them to continue to be there for us.

Respectfully,
Emma Trueblood-Mckinney

PJUSD
540-A 6th Street
Arbuckle, CA

March, 5 2021

Dear School Board Members,

I disagree with your decision to not keep Mr. Castaneda for the 2021-2022 school year. Mr. Castaneda has been one of the best band teachers we have had in PHS. He has done so much for the students and also for the school. Last year in football season we were able to play at the games. Something that hasn't been done in a long time. People were so excited and we had so many reviews and feedback from people saying they loved it. Many people wanted the band to play at football games more often. Thanks to Mr. Castaneda that was possible. There are many more things the community and the band want to accomplish. A goal that has been a dream of the band for a couple of years is to make a jazz band. We have had plans to make a jazz band but that isn't possible if we can't have a permanent teacher. Students need a stable teacher; they don't need a new teacher every single year. We finally started warming up to Mr. Castaneda and we started making plans for the future. Mr. Castaneda has impacted everyone's lives in so many ways and he has been the best teacher we have had in the band in a while. Students don't want to join a band that isn't even a band because every year there is a new teacher. They want to join a band with a stable teacher and someone who has plans for the band in the future. Mr. Castaneda made a band out of nothing and he put this band back together. The Arbuckle community didn't even know there was a band until we started playing at football games. Mr. Castaneda was the one who put everything together and students don't want a new teacher every year. They want a stable teacher who has plans to make this band better to make the band grow. If the band is still going to be offered as an elective for next year many students may not want to join because they know there isn't a stable teacher and there may not even be a future for this band. Mr. Castaneda is the best candidate for this position because he has so many plans for the future and he actually made a band out of nothing.

Mr. Castaneda has helped me in so many ways and is much more than just a teacher. He has helped me become a better musician and to be able to understand music from a different perspective. I learned so many things in this class that I didn't know before. Playing isn't something as easy as people think but there is much more to playing. Music is its own language and there are so many benefits that come from music. Mr. Castaneda has done so much for the band and the whole band has benefited from Mr. C.

Respectfully I do not agree with your decision to not hire Mr. Castaneda for next year. He is an amazing teacher and has done such a great job. Mr. Castaneda has been one of the best music teachers in PHS and should be allowed to come back.

Sincerely, Alondra Alonzo

PJUSD
540-A-6 street
Arbuckle, CA

March 5, 2021

Dear School Board Members,

I disagree with the decision to fire Mr. C. I'm a new student at Pierce High school, and since the first day, Mr. C made me feel welcome at the school. He showed me where everything was, and he helped me out with everything I needed. I firmly believe that the decision to fire him is wrong; Mr. C is a great teacher who cares about every one of his students; he has made me comfortable speaking and talking to new people. I'm an English learner, and I often get too insecure speaking in front of an audience. Having Mr. C as a teacher has helped me to overcome my insecurities which I think is what teachers should do.

This time has been difficult for all of us when I needed someone to help me with college applications, FAFSA guidance, etc. He helped me a lot with all the work and choosing the best fit for colleges. Changing teachers will harm students' academics and learning process because not having a teacher or the teacher that taught you from the beginning is frustrating. And the reason why I believe this is because getting comfortable with new teachers is hard for most of the students; they will have to get used to a new way of working, Mr. C has a great bond with the students, and I believe changing teachers will not be a good move, especially with everything going on right now. That's why I'm here to ask to you guys to reconsider your decision and give Mr. C his job back.

Respectfully,
Irma Retano.

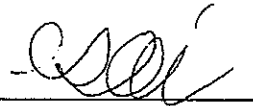
Dear Mrs. Geyer

As you know Mr. Castaneda has been teaching here at Pierce for almost two years

and in that time he has been working towards getting the schools music program in order. It is impressive what he has done so far with the circumstances that he has had to deal with since joining this school . It goes without saying that the past year has been a rollercoaster of a year with Covid 19 shutting down many schools including ours. This past year many classes have had the struggle of dealing with distance learning

with the schools music program has been hit especially hard. As you know the Guitar, Piano, and Band are taught by Mr. Castaneda. On top of that he also Teaches the senior advisement class that I'm in. In the last 4 years I have lived through 4 different advisors witch has not helped me at all. With the instability that at this point this school is famous for I believe it is only right to make it stop. So I hope you can make the right decision.

Sincerely

A handwritten signature in cursive script, appearing to be 'C. Castaneda', written over a horizontal line.


Dear PJUSD Board,

As you know Mr. Castaneda has been teaching here at Pierce for almost two years

and in that time he has been working towards getting the schools music program in order. It is impressive what he has done so far with the circumstances that he has had to deal with since joining this school . It goes without saying that the past year has been a rollercoaster of a year with Covid 19 shutting down many schools including ours. This past year many classes have had the struggle of dealing with distance learning

with the schools music program has been hit especially hard. As you know the Guitar, Piano, and Band are taught by Mr. Castaneda. On top of that he also Teaches the senior advisement class that I'm in. In the last 4 years I have lived through 4 different advisors witch has not helped me at all. With the instability that at this point this school is famous for I believe it is only right to make it stop. So I hope you can make the right decision.

Sincerely



Dear Mr. Vujovich

As you know Mr. Castaneda has been teaching here at Pierce for almost two years

and in that time he has been working towards getting the schools music program in order. It is impressive what he has done so far with the circumstances that he has had to deal with since joining this school . It goes without saying that the past year has been a rollercoaster of a year with Covid 19 shutting down many schools including ours. This past year many classes have had the struggle of dealing with distance learning

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Sincerely 

Hello my name is Alexis Hedges. I am a senior here at Pierce High School and I am here to share my thoughts, feelings, and experiences from band and music.

I would like to explain my thoughts and feelings. Band and music is important to me for many reasons. Music has taught me to be proud and confident. I was able to get over my fear of stage fright when I did a solo my sophomore year. Playing in concerts makes me feel successful, proud, and very happy. Playing music helps me express my emotions and thoughts. The music program has not had a 10 year teacher in over 20 years... the music program finally has a bond with Mr. Castaneda, a teacher that we can trust. In my 4 years here at this school, he is the first teacher that we can trust. He made music come back to life. We were losing students who did not join music, but ever since he started directing, we have actually gained students. He has only been here for 2 years and we have already played in Football games, done many concerts, and have had community members say that this is the best it has been in years. Why take this away from us after the hard work that we have done? I don't think this is fair. He earned our trust after so many teachers left us, and now you want him to leave us too? He truly is the best teacher for the music program. He has done so much for us and the community already and he has so many more amazing things planned for the music program here. Give him a chance to show what he can do. He couldn't do that with COVID.

As for my experiences, we have gone on so many trips for band and music throughout the years. My freshman and Sophomore year we went to play in Old Sacramento around Christmas time. We also played in the Colusa County music festival both years. Sophomore year we performed at Sixflags and won first place! Mr. Castaneda had plans to take us to perform in Santa Cruz, I was going to play a solo for a second time. Just last year before COVID we did 2 concerts and played at the football games. People requested for us to continue to play and we played songs they requested. Due to COVID Mr. Castaneda has not been able to show you what he can really do and how successful him and the music program has been since he came. Without him the music program is only going to have trust issues and people are going to start giving up. Mr. Castaneda has made the music program grow very much and he has given us a reason to trust again. We are all a family as a music program and taking that away from us will mentally affect us. Music has its own language, and it is something that takes time to learn. Playing an instrument is definitely not easy and takes years to learn. Music helps us express our emotions and feelings. We all have a passion for it, including Mr. Castaneda. He loves the music program and he has never given up on us even when he had a reason too. He loves being here just as much as the music program loves being here.

Please give Mr. Castaneda a chance to prove what he can do and I promise he will not let you down. Due to COVID he never got to show what he can do and that is not fair. We cannot do much because of social distancing and the community guidelines. We plan to have an outdoor concert with the music that we have worked so hard on. Give him a chance.

3/10/21

Dear School Board Members,

Hello my name is Sid Charter and something about one of my teachers has come to my attention. Ms Grote has drastically changed the math program just in the 1 and half years she has been here. The math scores of each student have gone up significantly in the past two years with her being the teacher. She has done countless hours of tutoring out of her own time to make sure all students understand the material. My grades were terrible in the beginning of the school year. My grade in math was a C, now it is up to a B+. I am just one of the students that have received amazing help from Ms. Grote. But Principal Vujovich and Mr Friel if you guys have Juniors that aren't happy about a former teacher getting fired, that means that she was great, SO WHY NOT KEEP HER AS A TEACHER. I truly believe that the Ms. Grote is the best math teacher I've ever had. I may not have straight A's but I've been doing better because of Ms Gs' teaching.

Sincerely,

Sid Charter

March 8, 2021

Dear Members of the PJUSD Board,

I am writing this letter to you at this time to express my continued support for the k-12 music program at PJUSD. I am a parent of 2 students in the district, William and Jordan Arens. Additionally, I am a Kindergarten teacher at Arbuckle Elementary School. I can see so many benefits for my students in the classroom with music class and my boys with their instruments in band.

As a teacher, my students enjoy classroom music provided by Ron Rector. They enjoy expressing themselves in music using their voices, hearing the beat, body movement and other skills. In the past they have also been able to use and experiment with different musical instruments (before Covid-19 restrictions). It promotes listening skills, increases body control and coordination. Lastly, music puts us in a good mood. Who doesn't need that right now?

As a parent, I have seen the positive effect on my children. Both of my boys play a musical instrument. It has provided them a great outlet for creativity, dedication and responsibility. Music also helps to increase academic success and reduce anxiety and stress. The positive impact has been especially evident in the past year during the COVID-19 pandemic. Music and instruments were one outlet they were able to hold onto and continue once everything else was cancelled. Sports and social activities were all taken away, but they were able to continue to practice and grow and enjoy music. I truly believe it was one of the positives that helped them through this tough time. I personally would like to thank Ron Rector for taking time to play and provide 1 on 1 lessons to my boys virtually. At Pierce High School, Mr. Castaneda and the band continues to give my son William a sense of belonging and a reason to be excited about high school. This is his first year at PHS, so a big transition time, and the band is a safe place to relieve the stress of high school in this current situation. He and many other students will be heart-broken if this is taken from them. They have already lost sports, rallies, clubs and so many other things this past year.

In closing, please continue to provide classroom music K-5 and concert band 6-12 throughout the district. It means so much to many students in our district.

Respectfully,

Jodi Arens
Parent and PJUSD Kindergarten Teacher

PJUSD
540-A-6 street
Arbuckle, CA

March 5, 2021

Dear School Board Members,

I disagree with the decision to fire Ms. G; she's a great teacher who cares about her students and does so much for the school and the kids. I'm concerned about the future of the students, especially freshmen and sophomores. They are new in high school, and they are barely getting used to higher education, and Math is essential. Ms. G is the best teacher of math that I have ever had. I'm new at the school, and this school year, she taught me many things. She matches everyone's energy and helps every single student without a doubt. She helped me academically, speaking a lot in my homework; the semester that she was my teacher, she was accommodating and with excellent tutoring students who didn't get math; it didn't matter if you were her student or not.

Therefore I believe that the choice that you guys are making is terrible, and it will make a negative impact on the students. Students are used to her and the way that she gives lectures and also her great energy that motivates every single student. Ms. G doesn't deserve this; she's the best math teacher and the most interested person in tracking every student. She always has a great disponibility in helping students not only in her subject but every subject. That's why I'm here to beg you guys to reconsider your decision and give Ms. G her job back.

Respectfully,

Irma Retano.

PJUSD
540-A 6th Street
Arbuckle, CA

March, 5 2021

Dear School Board Members,

I disagree with your decision to not keep Ms.Grote for the 2021- 2022 school year. Ms.Grote has helped many students including myself to be able to understand and be able to solve math problems correctly. Since her first year here she has impacted a lot of students' lives and thanks to her were able to do math. Many 2022 students didn't have a math teacher for their whole freshman year and had to learn off of Khan Academy. Ms.Grote was the first teacher we had that actually knew what she was doing and was able to teach us. She did not only teach Math 2 but also taught us Math 1 and thanks to her most students were able to get a good score in the NWEA. She offers tutoring classes after school where she actually sits down with us and explains the problems step by step. Most PHS students are visual learners and need someone to help them solve problems step by step but also have the patience for it. This year due to Covid teaching has changed in so many ways and Ms.Grote and many other teachers have to adapt to this new learning environment. She has done a phenomenal job but most Math 3 students go to her class because they don't understand anything they are learning. Ms. Grote is one of the best teachers we had in PHS and many students have learned a lot from her and she even teaches students that are not even in her classes.

Personally Ms.Grote has impacted my life in many ways. In my freshman year I had to teach myself and learn from Khan Academy for the whole school year. She did not only teach me Math 2 but also Math 3. I wasn't even able to solve for x in a simple equation. Ms. Grote would sit down with me and explain every problem and needed help and she would answer every question I had. Thanks to Ms.Grote I was able to solve simple math problems that I was supposed to learn my freshman year. Ms.Grote has done so much for me even now that I'm in math 3 after every lesson I go to her class and ask her questions. She explains the problems to me, step by step. Ms. Grote has done so much for me and thanks to her I know how to do math. She isn't only a math teacher but also someone we can trust and go talk to her. Ms. Grote is one of the best teachers we have had in PHS.

I disagree with your decision to get rid of Ms.Grote and you are making a huge mistake. Ms.Grote doesn't only teach her students but any other student in PHS that may need help. Ms.Grote has gone above and beyond for her students and I urge you to change your decision.

Respectfully, Alondra Alonso

3/5/21

Dear School Board,

On the behalf of Ms.Grote and all of her students, I believe that it is uncalled for and disrespectful for her to be let go under such circumstances. With these hard times, Covid has ruined everything. It is very hard for someone to come by a job. How do you think you would feel getting fired for no reason, especially in a pandemic. And may I also point out that Ms. Paul will quit too if Ms.Grote is really let go. Ms. Paul is the head of advisement and does a fabulous job of teaching and keeping children in check. Both of these teachers are essential. You can't have one without the other.

Thank you for your time,
Kami Fullerton

Hi, my name is Jewel Underwood.

I am a senior at Pierce High School. I have been in the Pierce district since I was in kindergarten. I have seen many teachers come and go throughout the years and many of them being excellent teachers. I think that Ms. Grote is such a great teacher... actually I know she is. I had Ms. Grote for math my junior year. I have always struggled with math and I have struggled to learn math. I passed Ms. Grote's math class with a B. That is the best grade in math that I had all of high school. Ms. Grote makes math fun. She makes learning math fun. Ms. Grote is a fun teacher not just because she is young but it is her personality that makes her such a good teacher. She is always cheerful and upbeat and has never once made it seem like she was a bad teacher. I think that with everything going on with Covid we all need a teacher like Grote to make these hard times better. Ms. Grote is also a very trustful teacher that I would trust to talk about my problems with. Even though my junior year got cut short due to covid, Ms. Grote still made an effort to check on us and helped us to still learn even while being apart because of Covid. I have also TA for Grote for about a week this year and even while having to teach the kids in school and the kids online she still made it fun. In her classes she encourages people to engage and participate and that is something that I think is so important when being a teacher, that your students feel comfortable to raise their hand, they feel comfortable to engage in learning. Overall I think that Ms. Grote is such a great teacher when you get to know her. I am sure that even people who have never had her as a teacher can tell right away that she is an excellent teacher.

03/08/2021

To whom it may concern,

I am writing on the subject of Math 2 teacher Katherine Grote's resignation.

My name is Javier Villarruel. I am a freshman and a student of Katherine Grote's 7th-period Math 2 class. While I have experienced her teaching less than a year, I recognize her as a teacher worthy of remaining a member of Pierce High School.

In the short time I have been in her class, I have been blessed with understanding courtesy of Ms. Grote's hands-on lessons designed for any student to feel through. However, she does not pull punches with her tests and other grade-based subjects. Her presence in this school is a blessing and it would be a real shame for her to go.

Sincerely,

Javier Villarruel

Dear school board,

My name is Myra Gaxiola. I'm writing a letter to ask you guys to reconsider the resignation of Ms. Grote(math 2) and Mr. Castaneda(Band). I've started a petition to keep the teachers here and I went around asking students to sign it I did not force them to do it they did it willingly and many students said this isn't fair the school may have their reasons and they won't tell us but if we lose these two great teacher we are going to lose two more great teachers. Ms. Grote helps a lot of students out she is the only reason some of us are passing her class she is easy to understand she has different ways of teaching us which we can find fun and we actually want to do it and we haven't had a ten year music teacher in a long time Mr. Castaneda is a good teacher he has patients and he actual has multiple skills and when I was talking to someone she said that when she was a freshman the teacher was one a band teacher and not so much choir so the band was really good and not so much the choir and the next music teacher was exact opposite he was a choir teacher not a band teacher so it was all messed up she said when Mr.Castaneda came he knew of both things and help out a lot if he wasn't the band teacher i wouldn't have joined band I'm am also looking forward to having him next year if you guys decide to keep him. I know that this doesn't mean much but over 160 students think that these teachers should stay.

Sincerely,

Myra Gaxiola

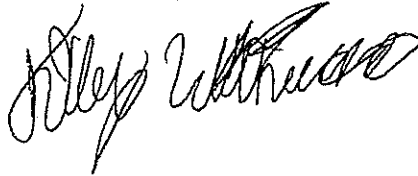
PJUSD
540-A 6th Street
Arbuckle, CA

March 4st, 2021

Dear School Board Members, Superintendent Geyer, and Principle Vujovich,

My name is Kiley Wilkerson and I am a Junior at Pierce High school. I had Ms. Grote as my Math 2 teacher and she helped me so much during our year together. Freshman year I had a teacher named Ms. Bendorff and she left constantly and Ms. Grote understood and helped me understand everything. Mr. Casteneda helped my best friend Lily and Alondra become so much more happier with their band teacher. He knew they had a hard time freshman year with Mr. Bredhop and helped them become better and more fluent in music. Mr. Casteneda and Ms. Grote knew we had bad teachers before and made sure we got up to the level we needed to become better at math and music. This whole school is all about supporting the students through high school yet you are taking two of our most supportive teachers. These teachers both add fun into our learning and they make this school better. You have no reason to take these amazing teachers from us. I had a hard time in school and Grote was here to support me and help me through it while Casteneda would make me smile because I noticed all the kids he has been helping. Don't make Ms. Grote and Mr. Casteneda resigned because they are two of the greatest teachers I've met.

Sincerely,
Kiley Wilkerson

A handwritten signature in black ink that reads "Kiley Wilkerson". The signature is written in a cursive style with a large, sweeping initial "K".

PJUSD
540-A 6th Street
Arbuckle, CA

March 11th, 2021

Dear School Board Members ,

When school started, a huge chunk of our learning was taken away from us. Not only that, but we also had difficulty learning and recovering from quarantine. We were worried about how we would catch up. I myself had a hard time paying attention, and it was almost impossible to memorize anything I learned. I felt like I was in a fog, and couldn't find my way out. Luckily, our wonderful teachers rose to the occasion to help us move forward. Ms Grote is no exception.

Whether it be from zoom, or in person, Ms Grote always strives to help students grow and learn in her class. She just doesn't want them to pass, she wants them to gain the skills needed to succeed in life. She knows exactly how to help students catch up after months of isolated learning. It doesn't matter how confusing a question is, she always explains it in a way that we can understand and memorize. She can connect and emphasize with students, so much so that we could learn anything she teaches us. With her help, the fog cleared and I could finally get back on track. She made the classroom a healthy and inspiring place. I finally could confront learning with a smile on my face.

It is because of her that we were able to escape the learning fog. Whenever we need help, she always understands us and doesn't stop until we can move forward. She has helped all of us learn so much, and every day we look forward to her class, because we know she values the needs of the students. I encourage you to do the same. She has kept us going through these uncertain times. Please help us learn. Please help us grow. Please keep Ms Grote

Sincerely,

David Fong

Pierce Joint Unified School District
540-A 6th Street Arbuckle, CA 95912
(530) 476-2892 * FAX (530) 476-2289
Friday, March 19, 2021
9:00 a.m.

Pierce Joint Unified School District
Technology Building
940A Wildwood Road, Arbuckle CA 95912
Special Board Meeting Minutes

Governing Board:

Amy Charter, President

Abel Gomez, Vice President

Barbara Bair, Clerk

John R. Friel, Member

George Green, Member

1. CALL TO ORDER

President Amy Charter called the meeting to order at 9:03 a.m.

Members Present: George Green, Amy Charter, Barbara Bair,
John R. Friel, and Abel Gomez

Absent: None.

Others Present: Carol Geyer, Laura Hansen, Allison Jansen,
Jessica Geierman, Dave Vujovich, Don Friel, and Daena Meras

A. Pledge of Allegiance

George Green led the *Pledge of Allegiance*

A motion was made by Mr. Gomez and seconded by Mr. Green
to approve the agenda. Voting Aye: Mr. Green, Mr. Friel, Mrs.
Charter, Mr. Gomez, and Mrs. Bair. Voting No: None. Absent:
None.

2. APPROVAL OF AGENDA

Scott Arens stated that he is looking forward to the board meetings
opening up to public in-person attendance. He mentioned there is
a we vs. them mentality and is hoping there will soon be a shift.

3. HEARING OF THE PUBLIC (Speakers will be given
three (3) minutes to speak with a twenty (20) minute limit per
topic)

The Board members and the administrative team met to plan for
the 2021/22 school year. The Board took a 10 minute break at
1:47 and a half hour lunch break at 11:55 a.m.

4. 2021 Governance and Leadership Team Planning
Day

The Board adjourned at 3:01 p.m.

5. ADJOURN

Carol Geyer, Secretary to the Board
of Trustees

Checks Dated 03/01/2021 through 03/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00419188	03/05/2021	Ambriz, Erica	01-5200	MILEAGE REIMB		58.24
00419189	03/05/2021	ARBUCKLE PUBLIC UTILITY DIST	01-5510	WATER SEWER		50.00
00419190	03/05/2021	BIMBO BAKERIES USA	13-4700	BREAD SUPL		192.66
00419191	03/05/2021	BLICK ART MATERIALS	01-4300	Trays for Art Projects		132.99
00419192	03/05/2021	CALIFORNIA'S VALUED TRUST	01-3401	MARCH HLTH	9,488.14	
			01-9514	MARCH HLTH	136,388.52	145,876.66
00419193	03/05/2021	CAPITOL ADVISORS GROUP, LLC	01-5800	Tech Consulting Services March-June 2021		3,000.00
00419194	03/05/2021	COLUSA CO WATER DIST	01-5800	BASE 2021 01-0002400		245.00
00419195	03/05/2021	DANIELSEN CO.	13-4300	CAFE SUPL	96.87	
			13-4700	CAFE SUPL	669.58	766.45
00419196	03/05/2021	Dorantes, Angela	01-5200	MILEAGE REIMB		21.28
00419197	03/05/2021	FLYERS ENERGY LLC DEPT #34516	01-4325	FUEL SUPL		839.83
00419198	03/05/2021	GENERAL PRODUCE COMPANY, LTD	13-4700	CAFE SUPL		2,763.60
00419199	03/05/2021	GOLD STAR FOODS	13-4300	CAFE SUPL	461.10	
			13-4700	CAFE SUPL	5,142.21	5,603.31
00419200	03/05/2021	Griffin, George	01-5200	MILEAGE REIMB		160.16
00419201	03/05/2021	HYLEN DISTRIBUTING	13-4700	CAFE SUPL		4,975.00
00419202	03/05/2021	INLAND BUSINESS SYSTEMS	01-5800	COPIER MAINT		677.61
00419203	03/05/2021	LITERACY RESOURCES LLC HEGGERTY PHONEMIC AWARENESS	01-4200	Phonemic Awareness Curriculum	532.75	
				Unpaid Sales Tax	36.01-	496.74
00419204	03/05/2021	LOZANO SMITH LLP	01-5200	LEGAL SVC THRU FEB 17TH		50.00
00419205	03/05/2021	MJB WELDING INC	01-4300	NTE Welding Supplies for class projects		282.29
00419206	03/05/2021	Parker, George	21-6200	FILING FEE REIMB		50.00
00419207	03/05/2021	PIEDMONT PLASTICS #544	01-4300	COVID-DIVIDERS		589.88
00419208	03/05/2021	REM CONSTRUCTION INC	21-6200	LLB PHS Locker Rm Mod & Addition		129,340.62
00419209	03/05/2021	Rudorff, Alexandra	01-4300	TCHR SUPL		46.39
00419210	03/05/2021	SCHOLASTIC BOOK CLUBS	01-4200	Library grant-books		332.48
00419211	03/05/2021	SCHOLASTIC INC	01-4200	Library grant-books		320.25
00419212	03/05/2021	STAPLES ADVANTAGE	01-4300	Copy paper & Staples	202.91	
				OFFIC SUPPLY	99.22	
			01-4320	Staffroom color printer	832.64	
				Toner for printers IT department	511.40	1,646.17
00419213	03/05/2021	STEVENSON PEST CONTROL	01-5800	20/21 Pest Control Fees		370.00
00419214	03/05/2021	STRICTLY TECHNOLOGY LLC	01-4300	Web cameras PC users for distant learning/webinars	494.47	
			01-4400	Quote 87004 2 laptops PHS	3,222.57	3,717.04
00419215	03/05/2021	TRI-COUNTY SCHOOLS INS GROUP	01-9516	20/21 WC APRIL-JUNE		37,821.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 1 of 6

Checks Dated 03/01/2021 through 03/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00419216	03/05/2021	Waters, Scott T	01-5200	MILEAGE REIMB		29.12
00419217	03/05/2021	White, Michele A	01-5200	MILEAGE REIMB		43.68
00419360	03/12/2021	ACCESS INFORMATION MANAGEMENT	01-5800	SHRED SVC		63.82
00419361	03/12/2021	ALHAMBRA	01-4300	WATERS SUPL		75.34
00419362	03/12/2021	BIMBO BAKERIES USA	13-4700	BREAD SUPL		255.24
00419363	03/12/2021	BUTTE SAND & GRAVEL	01-4300	CRUSHED ROCK-AES		378.35
00419364	03/12/2021	CINTAS	01-5800	LINEN SUPL	264.82	
			13-5800	LINEN SUPL	377.79	642.61
00419365	03/12/2021	COLUSA CO WATER WORKS DIST #1	01-5510	WATER SVC		120.00
00419366	03/12/2021	Conrado, Molly	01-4300	TCHR SUPL		80.03
00419367	03/12/2021	DANIELSEN CO.	13-4300	CAFE SUPL	612.04	
			13-4700	CAFE SUPL	1,743.02	2,355.06
00419368	03/12/2021	DEPARTMENT OF JUSTICE ACCOUNTING OFC	01-5821	FINGERPRINT APPS		113.00
00419369	03/12/2021	EAGLE ARCHITECTS	25-6200	Design Services Girls Locker Room Alterations PHS		3,949.75
00419370	03/12/2021	EASTBAY	01-5800	Footballs		369.64
00419371	03/12/2021	FLYERS ENERGY LLC DEPT #34516	01-4325	FUEL SUPL		1,434.49
00419372	03/12/2021	FRONTIER	01-5900	PHONE SVC		10,061.72
00419373	03/12/2021	GOLD STAR FOODS	13-4700	CAFE SUPL		2,771.07
00419374	03/12/2021	Gonzalez, Marylou	01-5821	LIVE SCAN FEE REIMB		30.00
00419375	03/12/2021	INLAND BUSINESS SYSTEMS	01-5650	COPIER MAINT		244.53
00419376	03/12/2021	KRINES, MELVIN MARTIN MEL'S SCHOOL BUS TRAINING	01-5800	Bus Driver Training		1,560.00
00419377	03/12/2021	KS TELECOM	01-6200	Edunet LTE Radio & Antenna Install. at PHS		63,963.00
00419378	03/12/2021	LITERACY RESOURCES LLC HEGGERTY PHONEMIC AWARENESS	01-4200	Phonemic Awareness Curriculum	370.61	
				Unpaid Sales Tax	25.05-	345.56
00419379	03/12/2021	Lopez, Catherine	01-5200	MILEAGE REIMB		14.56
00419380	03/12/2021	Lopez, Yesenia	01-5821	LIVE SCAN FEE REIMB		10.00
00419381	03/12/2021	Martin, Joseph	01-5821	LIVE SCAN FEE REIMB		30.00
00419382	03/12/2021	MJB WELDING INC	01-4300	NTE Instructional Welding Supplies		209.74
00419383	03/12/2021	PACIFIC GAS & ELECTRIC	01-5530	GAS ELECTRIC		2,776.57
00419384	03/12/2021	PIONEER ATHLETICS	01-4300	Field Stencils		1,117.20
00419385	03/12/2021	PIONEER DRAMA	01-4300	Drama/Play Script	122.53	
				Unpaid Sales Tax	8.28-	114.25
00419386	03/12/2021	PIONEER REVIEW	01-5820	LEGAL NOTICE		48.00
00419387	03/12/2021	POSTMASTER	01-5900	BOX 280 ANNUAL RNWL		150.00

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ESCAPE ONLINE

Checks Dated 03/01/2021 through 03/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00419388	03/12/2021	RECOLOGY BUTTE COLUSA COUNTIES	01-5520	DISPOSAL SVC		3,991.95
00419389	03/12/2021	Saavedra Hernandez, Maria	01-5821	LIVE SCAN FEE REIMB		30.00
00419390	03/12/2021	SCHOOL SPECIALTY	01-4300	Office supplies	59.79	
				supplies for Clara	60.35	120.14
00419391	03/12/2021	TIAA BANK	01-5650	COPIER LEASE		219.06
00419392	03/12/2021	TOP TIER DATACOM INC	01-5800	REPAIRS		236.25
00419393	03/12/2021	U.S. BANK CORP PAYMENT SYS	01-4300	TARGET-AES CUP SUPL	77.84	
			01-5200	SCHL SVC-WORKSHOP MERAS/GEYER	460.00	
			01-5800	MICROSOFT-MO FEE	.50	
				MICROSOFT-MO. FEE	2.00-	
				UC REGENTS-TEACHER FAIR	200.00	
				REGISTRATION		
				YEARLI-ACA 2020 REPORTING	569.56	
			13-4300	SAMS CLUB-CAFE SUPL	174.47	
				SMART FOOD-CAFE SUPL	267.05	
			13-4700	SAMS CLUB-CAFE SUPL	15.76	1,763.18
00419394	03/12/2021	VERIZON WIRELESS	01-5900	Monthly cost data plan		5,129.03
00419395	03/12/2021	VOLTAGE SPECIALISTS	01-5800	AES fire panel		4,800.00
00419396	03/12/2021	YUBA SUTTER CHIROPRACTIC	01-5800	T FINK DOT PHYSICAL		65.00
00419517	03/19/2021	ACCREDITING COMMISSION FOR SCHOOLS-WASC	01-5800	ANNUAL MEMBERSHIP 20/21		1,070.00
00419518	03/19/2021	ALSCO GEYER ACE HARDWARE	01-4300	MO SUPL	466.02	
				NTE Class/Shop Supplies (metal, wood, tools)	18.22	
				NTE Wood & Welding Supplies for Class	105.86	590.10
				Projects		
00419519	03/19/2021	ALSCO GEYER IRRIGATION INC	01-4300	PARTS SUPL		35.01
00419520	03/19/2021	AUTO GLASS SOLUTIONS	01-5600	CHIP REPAIR BUS 11	50.00	
				CHIP REPAIR BUS 2	50.00	
				CHIP REPAIR BUS 4	50.00	
				CHIP REPAIR BUS 7	60.00	
				CHIP REPAIR BUS 8	50.00	
				CHIP REPAIR BUS 9	50.00	310.00
00419521	03/19/2021	CALTRONICS BUSINESS SYSTEMS	01-5650	COPIER MAINT		81.75
00419522	03/19/2021	CARVALHO'S HEATING & AIR	01-5800	REPAIRS		225.00
00419523	03/19/2021	CLOSE LUMBER INC	01-4300	MO PARTS		2,225.05
00419524	03/19/2021	COOPER OATES AIR CONDITIONING	01-6200	PO19-00013 RETENTION BILLING		8,878.40
00419525	03/19/2021	DIGNITY HEALTH MED FDTN WOODLAND CLINIC	01-5822	PPD		50.00
00419526	03/19/2021	E3 DIAGNOSTICS INC	01-5800	AUDIOMETRIC CALIBRATION		145.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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Checks Dated 03/01/2021 through 03/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00419527	03/19/2021	ENVIRONMENTAL SYSTEMS INC	01-5800	Renewal Enteliweb AC management license		1,039.00
00419528	03/19/2021	FLORA FRESH INC	01-4300	NTE - Floral Class Project Supplies		529.81
00419529	03/19/2021	FLORAL RESOURCES SACRAMENTO	01-4300	NTE - Floral Class Supplies		105.11
00419530	03/19/2021	FRONTIER	01-5900	PHONE SVC		108.02
00419531	03/19/2021	FULCHER PAINTING & SUPPLY LLC	01-4300	PAINT SUPL		277.03
00419532	03/19/2021	GARY CAIN dba CAIN RANCH	01-5800	ALMOND FARM SERVICES		4,074.54
00419533	03/19/2021	Hansen, Janae	01-5821	FINGER PRINT REIMB		30.00
00419534	03/19/2021	HD SUPPLY FACILITIES MAINT	01-4300	COVID SUPL	183.12	
				COVID SUPL-THERMOMETER	264.86	
				DUST MOP FRAME	10.02	
				MO SUPL	391.23	
				PARTS RETURN	74.37-	
				PROMPT PAY DISC	2.75-	
				ROLLER SHADE	51.93	824.04
00419535	03/19/2021	HUST BROTHERS INC	01-4300	RENTAL CHARGE		15.98
00419536	03/19/2021	INLAND BUSINESS SYSTEMS	01-5650	COPIER MAINT		123.82
00419537	03/19/2021	INSECT LORE	01-4300	Science project		40.11
00419538	03/19/2021	INTEGRATED INSPECTION LLC	01-6200	In-Plant Welding Insp. Shade Structures AES/JJH		3,300.00
00419539	03/19/2021	JEFF SAVAGE PLUMBING	01-5600	RENTAL REPAIRS		673.61
00419540	03/19/2021	ORLAND AUTO PARTS	01-4300	PARTS SUPL		725.42
00419541	03/19/2021	PACIFIC GAS & ELECTRIC	01-5530	GAS ELECTRIC		21,792.37
00419542	03/19/2021	PIERCE JOINT UNIFIED SCHOOL REVOLVING ACCT	01-5800	INCREASE REVOLVING ACCT	20,000.00	
			01-9536	PIERCE JUSD-EDD SDI PMT	3,259.40	23,259.40
00419543	03/19/2021	PLATT ELECTRIC SUPPLY	01-4300	MO SUPL		1,065.16
00419544	03/19/2021	Schlosser, Jacqueline	01-5800	PADLET PRO ANNUAL		96.00
00419545	03/19/2021	SCHOLASTIC BOOK CLUBS	01-4200	Library grant-books		1,171.17
00419546	03/19/2021	SCHOLASTIC INC	01-4200	Library grant-books		1,651.12
00419547	03/19/2021	STRICTLY TECHNOLOGY LLC	01-4300	IT supplies Quote 90640		53.52
00419548	03/19/2021	SUTTER BUTTES COMMUNICATIONS	01-5900	20/21 Repeater Fees		788.70
00419549	03/19/2021	SUTTER CO SUPT OF SCHOOLS ACCOUNTS RECEIVABLE	01-5800	1ST HALF 20/21 TCIP FEE		9,000.00
00419550	03/19/2021	SYNTHESIS PARTNERS, LLC	21-6200	A&E Design Services - PHS CTE Ad Learning Ctr		50,190.00
00419551	03/19/2021	T-MOBILE	01-5900	200 T-Mobile Hotspots Monthly Billing		2,073.98
00419552	03/19/2021	TEACHER DIRECT	01-4300	Clocks for Jennifer B.	54.57	
				Unpaid Sales Tax	3.69-	50.88

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ESCAPE ONLINE

Checks Dated 03/01/2021 through 03/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00419553	03/19/2021	TRI-COUNTY SCHOOLS INS GROUP	01-3402	MARCH HLTH	10,999.00	
			01-9514	MARCH HLTH	16,952.00	27,951.00
00419554	03/19/2021	UMPQUA BANK CORPORATE REAL ESTATE	01-5600	APRIL RENT 3901FAC1		550.00
00419555	03/19/2021	VALLEY TRUCK & TRACTOR CO	01-4300	PARTS SUPL		151.08
00419556	03/19/2021	VERIZON WIRELESS	01-5900	PHONE SVC		822.09
00419557	03/19/2021	WASHBURN AG SERVICES	01-4300	Farm Supplies, Feed, etc		310.84
00419558	03/19/2021	WAXIE SANITARY SUPPLY	01-4300	COIVD SUPL	1,161.20	
				COVID SU PL	545.26	
				COVID SUPL	5,323.14	
				MASK SUPL	414.73	7,444.33
00419651	03/26/2021	A-Z BUS SALES INC-SACRAMENTO	01-4300	PARTS SUPL		653.17
00419652	03/26/2021	AUTO GLASS SOLUTIONS	01-5600	BUS 11 INSTALL-LABOR ONLY	250.00	
				BUS 2 INSTALL-LABOR ONLY	250.00	
				BUS 6 WINDSHIELD REPLACEMENT	250.00	
				SUB-WINDSHIELD REPLACEMENT	289.38	1,039.38
00419653	03/26/2021	BIMBO BAKERIES USA	13-4700	BREAD SUPL		429.56
00419654	03/26/2021	CALIFORNIA'S VALUED TRUST	01-3401	APRIL HLTH	9,488.14	
			01-9514	APRIL HLTH	138,111.68	147,599.82
00419655	03/26/2021	DANIELSEN CO.	13-4300	CAFE SUPL	934.19	
			13-4700	CAFE SUPL	767.40	1,701.59
00419656	03/26/2021	DAVIDS BROKEN NOTE	01-5600	NTE for Instrument Repair		360.00
00419657	03/26/2021	ENVIRONMENTAL SYSTEMS INC	01-5800	HVAC REPAIRS		150.00
00419658	03/26/2021	FLYERS ENERGY LLC DEPT #34516	01-4325	FUEL SUPL		1,468.47
00419659	03/26/2021	FOLLETT SCHOOL SOLUTIONS INC	01-5800	Follett software renewal PHS		935.25
00419660	03/26/2021	GOLD STAR FOODS	13-4700	CAFE SUPL		2,536.70
00419661	03/26/2021	LOZANO SMITH LLP	01-5870	FEB SVC		5,694.00
00419662	03/26/2021	MARCY COOK MATH	01-4300	Math Resource		63.73
00419663	03/26/2021	Mendoza, Francisco	01-4300	SPRAY GUN FOR FB FIELD		128.52
00419664	03/26/2021	PLEASANT AIR COMPANY	01-4300	COVID-FILTERS		4,661.65
00419665	03/26/2021	Rudorff, Alexandra	01-5800	PADLET PRO SUBSCRIPTION		96.00
00419666	03/26/2021	SCHOLASTIC INC	01-4200	Spanish Books Grant		303.81
00419667	03/26/2021	SCHOOL NURSE SUPPLY	01-4300	First Aid Supplies		188.35
00419668	03/26/2021	SYNCB/AMAZON	01-4200	2 books for Corona 7th Science	52.87	
				Gear Up books ordered for 8th grade	1,304.16	
				K-3 Grant	304.70	
			01-4300	Basketballs Geierman-JJH COVID	316.06	
				classroom supplies for Braud	277.68	

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ESCAPE ONLINE

Checks Dated 03/01/2021 through 03/31/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00419668	03/26/2021	SYNCB/AMAZON	01-4300	earbuds for ALL for testing	305.67	
				office supplies	228.74	
				Office/class supplies	363.31	
				Shop Supl	36.11	
			01-4320	83A black ink cartridge/Povlsen	73.56	
				printer ink for Mendiola Room#501	73.56	
			13-4300	CAFE SUPL	49.50	
				Unpaid Sales Tax	20.60-	3,365.32
00419669	03/26/2021	TRI-COUNTY SCHOOLS INS GROUP	01-5400	SELF AB 218 REVIVED LIABILITY		14,014.98
				FUNDING PLAN		
00419670	03/26/2021	YOLO COUNTY ELECTIONS	01-5860	2020 ELECTION		1,301.78
Total Number of Checks					129	810,727.11

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund/county Sch.srv.fc	114	602,055.56
13	Cafeteria Fund	14	25,234.81
21	Building Fund	3	179,580.62
25	Capital Facilities Fund	1	3,949.75
Total Number of Checks		129	810,820.74
Less Unpaid Sales Tax Liability			93.63
Net (Check Amount)			810,727.11

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE



**FEE PROPOSAL:
DEVELOPER FEE JUSTIFICATION STUDY 2022**

**PREPARED FOR:
PIERCE JOINT UNIFIED SCHOOL DISTRICT**

Attention:
Carol Geyer
Superintendent
Email: cgeyer@pierce.k12.ca.us
Phone: 530.476.2892

Primary Contact:
Jamie Iseman
President
Email: jamie@kinginc.com
Phone: 916.706.3538

PURPOSE AND SCOPE OF SERVICES

The Pierce Joint Unified School District should prepare a Developer Fee Justification Study to demonstrate they meet pertinent requirements of State law regarding the collection of developer fees for both residential and commercial construction.

State law gives school districts the authority to charge fees on new residential and commercial/industrial developments if those developments generate additional students and cause a need for additional school facilities. Government Code Section 65995 authorizes school districts to collect fees on future development for residential construction and commercial/industrial construction (Level I Fees). Government Code 66001 requires that a reasonable relationship exist between the amount and use of the fees and the development on which the fees are to be charged.

King Consulting will prepare a Developer Fee Justification Study in order to justify the collection of statutory developer fees for both the residential and commercial/industrial developments within the Pierce Joint Unified School District. These fees are authorized by Education Code 17620.

The study will be documented to provide the District with justification to levy statutory developer fees. The study will:

- 1) Identify the cost of providing school facilities for students generated by future residential and commercial/industrial development in order to justify the collection of fees, and
- 2) Explain the relationship between the fees and the developments on which those fees are to be charged.

The following components outline the consultant's work for the preparation of the Developer Fee Justification Study.

COMPONENT A: RESEARCH RESIDENTIAL AND COMMERCIAL DEVELOPMENT

A key component of the Developer Fee Justification Study is assessing the impact of both residential and commercial development. This component identifies current and projected residential and commercial development in order to identify the level of development projected to occur with District boundaries.

1. Review of district historical residential development to calculate building densities, zoning and master plan designations to determine build-out potential by typology.
2. Research vacant land and zoning densities to determine potential development.
3. Research with appropriate city planning departments and county agencies to determine proposed and active residential and commercial projects which may impact the District by generating new students.
4. Preparation of report identifying current development projects and projected residential developments by typology (multi-family, single family detached, single family attached, and commercial development) within the District.
5. Projection of fee revenues for residential and commercial/industrial development based on the current statutory fees.

COMPONENT B: STUDENT GENERATION FACTORS

1. Prepare District-specific student generation rates by typology of units, i.e. single-family detached, single-family attached, multi-family.
2. Utilizing future residential development (outlined in Component A), project future students from new residential development to assist in calculating the impact to District facilities.

COMPONENT C: ENROLLMENT PROJECTIONS

In order to develop the nexus between the current capacity of the District and the future need to house students, Component C will provide enrollment projections based on historic and anticipated development, birth trends, and student migration. Specific steps will include:

1. Preparation of enrollment projections to the 2031-2032 school year.
2. Using current zoning, build-out potential, and absorption schedules for residential development, and District specific student generation rates determine impact to current facilities.

COMPONENT D: FACILITY CAPACITY ASSESSMENT

In order to determine the District's ability to house current students and students projected from future development in Component C, capacities will be calculated for all school sites within the RVSD. Component D will analyze current loading standards and prepare site specific capacity counts. The specific steps of Component D will include:

1. An analysis of the District's current facilities by school site, calculating capacities of all school sites, and acreages of sites.
2. Utilizing the current student enrollments, and the projected enrollments by grade group, an analysis of the District's ability to house future students will be determined by comparing future students to current capacity as outlined in this component.
3. Identification of unused/undeveloped District sites.

COMPONENT E: PREPARATION OF FINAL REPORT/JUSTIFICATION FOR FEES

The study, utilizing information from Components A-D, will be provided to the District and will demonstrate compliance with the appropriate Education Codes.

DISTRICT TO PROVIDE

In order to complete the analysis, the District will be required to provide the following items:

1. Current CalPads report (2021-2022).
2. Developer Fee records with addresses and square footage of units (if available).
3. School site maps for all schools with current room uses, in order to analyze capacity.

CONSULTING FEES

The Consultant will provide the draft copy of the study, revise and prepare the final study, provide sample board resolutions and public notices, and review of adoption documents and timeline with District staff. This report will be in compliance with the requirements of Education Code Section 17620. A presentation to the Board is not included in this cost.

Developer Fee Justification Study

\$4,250

**Note: This cost can be funded with Developer Fees.*

ADDITIONAL CONSIDERATIONS

The Consultant shall be reimbursed as follows:

1. Visitations to the District above and beyond the services outlined shall be billed at \$185.00 per hour including travel time.
2. Work completed above and beyond the hours specified in this contract shall be billed at \$185.00 per hour.
3. Mileage for all meetings shall be reimbursed to the Consultant at the rate of .58 per mile.
4. Reproduction of documents shall be the responsibility of the District. The Consultant will provide duplicating services on an actual cost basis.

SIGNATURE PAGE

This Agreement is between the Pierce Joint Unified School District and King Consulting.



Carol Geyer, Superintendent
Pierce Joint Unified School District

Jamie King-Iseman, President
King Consulting



Date

Date

CSBA POLICY GUIDE SHEET March 2021

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

Board Policy 3110 - Transfer of Funds

Policy updated to reflect **NEW LAW (SB 98, 2020)** which authorizes, for the 2020-21 and 2021-22 fiscal years if the state defers any payments owed to districts, the temporary transfer of up to 85 percent of the maximum amount held in any fund or account for the payment of obligations. Item #4 revised to clarify requirements for transfers from special reserve funds for capital outlay or other purposes into the general fund for general operating purposes of the district.

Board Policy 3230 - Federal Grant Funds

Policy updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"). Policy reflects an amendment to the Uniform Guidance which extends the timeframe for submitting the final performance report from 90 to 120 calendar days after the ending date of the grant.

Administrative Regulation 3230 - Federal Grant Funds

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Uniform Guidance. Regulation reflects amendments to the Uniform Guidance which (1) extend the timeframe for paying all obligations of federal funds from 90 to 120 calendar days after the end of the funding period; (2) require districts to give a preference to the purchase, acquisition, or use of goods, products, or materials from the United States as practicable; and (3) increase the threshold for "micro-purchases" and "small purchases" that qualify for simplified procurement procedures. Regulation also adds the requirement to provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. Section on "Personnel" revised to (1) add the district's responsibility to check employee records and ensure that the charges are accurate, allowable, and properly allocated and (2) clarify the documentation requirements for employees whose salary is paid with state or local funds but is used to meet a cost-sharing or matching requirement of the federal grant.

Administrative Regulation 3311.2 - Lease-Leaseback Contracts

Regulation updated to (1) include the maximum term for the lease-leaseback contract as specified in law, (2) reflect the requirement for site and plan approval prior to entering into an agreement, (3) add optional language for a board resolution declaring the intent to enter into a lease-leaseback contract, and (4) move evaluation criteria into the list of items that must be included in the request for sealed proposals. Regulation also reflects **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements.

Administrative Regulation 3311.3 - Design-Build Contracts

Regulation updated to reflect **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements. Regulation also adds a definition of "skilled and trained workforce," and describes the district's responsibilities if the contractor fails to demonstrate compliance with these requirements.

Administrative Regulation 3320 - Claims and Actions Against the District

Regulation updated to add introductory information explaining the procedures that may be used to file a claim for money or damages against the district depending on the cause of action. Section on "Time Limitations" reorganized and clarified, especially with regard to the time limits for claims related to causes of actions which are excepted from the Government Claims Act, are not governed by any other claim presentation statute or regulation, and are addressed through procedures established by the district. Regulation also reflects **NEW LAW (SB 1473, 2020)** which allows a person to submit a claim, amendment to a claim, or application for a late claim by electronic means, if so authorized by a board resolution, in which case the subsequent notices provided by the district must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose.

Board Policy 3452 - Student Activity Funds

Policy updated to clarify that the policy does not apply to school-connected organizations that are not composed entirely of students or subject to the board's control and regulation. Section on "Fundraising" adds a reference to policy that addresses online fundraising, and addresses fundraising events that involve the sale of foods and/or beverages. Section on "Management and Reporting of Funds" updated to reflect Governmental Accounting Standards Board (GASB) Statement 84, which provides that, if the district has administrative or direct financial involvement with the student organization's assets, as defined, the student activity fund may be considered a governmental fund subject to specific accounting and financial reporting requirements.

Administrative Regulation 3515.3 - District Police/Security Department

Regulation updated to reflect law which, effective July 1, 2021, extends the requirement to complete a specified course of training to include security officers who work 20 hours per week or less. Regulation also clarifies that the additional training requirements of Penal Code 832 apply to security officers who carry a firearm while performing their duties. Section on "Qualifications of Police Officers" adds the requirement to complete specialized training within two years of the first date of employment. New section on "Use of Force" reflects (1) **NEW LAW (AB 1196, 2020)** which prohibits a law enforcement agency from authorizing the use of carotid restraints or choke holds, and (2) the requirement for district police departments to adopt policy that provide a minimum standard on the use of force that includes specified components and is consistent with guidelines established by the Commission on Peace Officer Standards and Training.

Board Policy 3600 - Consultants

Policy updated to reflect **NEW LAW (AB 2257, 2020)** which recodifies the three-part test established in Dynamex Operations West, Inc. v. Superior Court of Los Angeles to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor, and **NEW LAWS (AB 2257 and AB 323, 2020)** which establish exceptions to the use of the three-part test. Requirement to afford equal opportunity for contracts revised to add ethnicity and reflect **NEW LAW (AB 3364, 2020)** which changes the term "military and veteran status" to "veteran or military status."

Exhibit 4112.9/4212.9/4312.9 - Employee Notifications

Exhibit updated to add employee notifications related to (1) the rights of employees who are victims of crime or abuse; (2) potential exposure to COVID-19 at a district facility; (3) the right and procedure to access the district's injury and illness prevention program; (4) nondiscrimination on the basis of sex and contact information for the district's Title IX Coordinator; and (5) following an investigation of an alleged misconduct of a district police officer, the district's decision to impose discipline.

Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves

Regulation updated to reflect **NEW LAW (AB 2992, 2020)** which extends leave for employees who are victims of domestic violence, sexual assault, or stalking to include employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as a direct result of a crime. Regulation also reflects provisions of AB 2992 which require districts to inform employees of their rights for such leave and authorize employees, when an unscheduled absence occurs, to submit documentation from a victim advocate or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or an individual acting on the employee's behalf.

Administrative Regulation 4161.8/4261.8/4361.8 - Family Care and Medical Leave

Regulation updated to reflect **NEW LAW (SB 1383, 2020)** which, for purposes of leave under the California Family Rights Act, (1) revises the definition of "child" to include the child of a registered domestic partner; (2) includes an employee's grandparent, grandchild, sibling, and registered domestic partner as persons for whom an employee may take leave for a serious health condition; (3) repeals a provision of law which had limited any leave related to the birth or placement of the child to only one parent if a district employs both parents, thereby requiring the district to grant leave to each employee; (4) eliminates the district's authority to deny reinstatement, upon return from leave, for an employee who is among the highest paid 10 percent of district employees when the employee's absence would cause substantial and grievous economic injury to district operations; and (5) authorizes military family leave to attend to an exigency arising when the employee's registered domestic partner is on active duty or on call to active duty status in the National Guard or Reserves or is a member of the regular Armed Forces on deployment to a foreign country.

Board Policy 6142.8 - Comprehensive Health Education

Policy updated to reflect the 2019 state curriculum framework for health education, including emphasis on the physical, mental, and social well-being of students and integration of health education with other content areas of the district's curriculum. Policy also reflects law which authorizes districts to provide age-appropriate comprehensive sexual health education prior to grade 7, and law which authorizes instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention provided students are allowed to be excused from such instruction with the written request of the parent/guardian.

Administrative Regulation 6142.8 - Comprehensive Health Education

Regulation updated to more directly reflect state content standards for injury prevention and safety and for personal and community health. Regulation also adds a new section on "High School Health Education" for districts that require a course in health education for graduation, which reflects law requiring that the course in health education include instruction in sexual harassment and violence and instruction in performing compression-only cardiopulmonary resuscitation. Section on "Students Excused from Health Instruction" expanded to address excusals from (1) comprehensive sexual health education and HIV prevention education; (2) instruction in sexual abuse and/or sexual assault awareness and prevention; (3) any exam, survey, or questionnaire which contains questions about the student's or family's personal beliefs or practices in sex, family life, morality, or religion; and (4) anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex.

Board Policy 7210 - Facilities Financing

Policy updated to add state facilities funding from the Leroy F. Greene School Facilities Act as a method of funding facilities and to reflect **NEW LAW (SB 820, 2020)** which requires filing the audit of completed facilities projects with the California State Controller. Policy also adds the requirement to comply with law and board policy regarding debt issuance and management.

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3110(a)

TRANSFER OF FUNDS

Note: Education Code 41010 and 42600 requires districts to expend funds in accordance with the classification of expenditures included in their adopted budget and in the California School Accounting Manual. However, in certain limited circumstances, the Governing Board may approve interfund borrowing or the transfer of money between funds. The following policy may be revised to reflect district practice. The following optional policy may be revised to reflect district practice.

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

Note: Education Code 42600 requires the district to expend funds in accordance with the classification of expenditures included in its adopted budget. However, other provisions of state law provide exceptions under which money may be transferred from one fund or account to another, as reflected in items #1-5 below.

AB 97 (Ch. 47, Statutes of 2013) repealed Education Code 17583 which provided a process for the transfer of excess local funds in the deferred maintenance fund to any other expenditure classifications whenever state funds for deferred maintenance are insufficient to fully match local funds.

AB 97 also repealed Education Code 42605, which provided temporary flexibility for specified "Tier 3" categorical programs, and redirects the funding for those categorical programs into the local control funding formula (LCFF) (Education Code 42238.01-42238.07). The supplemental and concentration grant portions of the LCFF may be used for any schoolwide or districtwide educational purpose in accordance with state regulations to be adopted by January 31, 2014, with the goal of increasing or improving services for students who are eligible for free and reduced-price meals, English learners, and foster youth; see BP/AR 0460 - Local Control and Accountability Plan and BP/AR 3100 - Budget.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)

TRANSFER OF FUNDS (continued)

(cf. 9323.2 - Actions by the Board)

2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)

Note: Education Code 42603.1, as added by SB 98 (Ch. 23, Statutes of 2020), adds the following authorization for the temporary transfer of funds for the 2020-21 and 2021-22 fiscal years, if the state defers any payments owed to districts.

For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)

Note: Pursuant to Education Code 42601, **the district, with the approval of** the Governing Board, may identify and request that the County Superintendent of Schools make transfers at the close of a school year in order to permit the payment of district obligations **incurred during that school year**, as provided in item #3 below. For elementary school districts with average daily attendance (ADA) of 900 or less, high school districts with ADA of 300 or less, or unified districts with ADA of 1,500 or less, the County Superintendent may identify and make the transfers, with the consent of the Board.

3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)
4. ~~Specify amounts to be transferred by the county auditor and treasurer from the district's general fund to the special reserve fund during the fiscal year.~~ If any special reserve funds **that** are maintained for ~~purposes other than~~ capital outlay or **other purposes pursuant to Education Code 42842** if monies in the special reserve fund are not actually encumbered for ongoing expenses, ~~the Board may~~ transfer those

TRANSFER OF FUNDS (continued)

monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may **submit a, by** written request to the County Superintendent, Auditor, and Treasurer, **to discontinue the special reserve fund and** transfer those monies to the district's general fund. (Education Code 42841-42843)

5. Transfer monies between other funds or accounts when authorized by law.

*Legal Reference:*EDUCATION CODE

78 Definition, governing board

5200 Districts governed by boards of education

16095 Transfer of district funds to district state school building fund

41010 California School Accounting Manual

41301 Section A state school fund allocation schedule

42125 Designated and unappropriated fund balances

42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula

42600 District budget limitation on expenditure

42601 Transfers between funds to permit payment of obligations at close of year

42603 **Temporary** Transfer of monies held in any fund or account to another fund; repayment**42603.1 Temporary transfer of monies held in any fund or account to another fund; state deferrals; fiscal years 2020-21 and 2021-22**

42840-42843 Special reserve fund

52616.4 Expenditures from adult education fund

*Management Resources:***CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS****California School Accounting Manual**WEB SITESCSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

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CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3230(a)

FEDERAL GRANT FUNDS

Note: All grants awarded by the federal government, including formula grants (e.g., Title I funding, Part B of the Individuals with Disabilities Education Act) and discretionary grants, are subject to the requirements contained in the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII. **2 CCR 200.109 requires that the Uniform Guidance be reviewed every five years. Revisions to the Uniform Guidance (85 Fed. Reg. 49506), effective November 12, 2020, address the information that grant recipients are required to report, implement relevant statutory requirements, and clarify existing requirements.**

~~The Uniform Guidance, adopted in December 2014, includes new provisions but primarily consolidates guidance from earlier OMB circulars.~~

~~Pursuant to 2 CFR 200.110, the Uniform Guidance applies to all new and continuing grant awards made on or after December 26, 2014, except that, as amended by 82 Fed. Reg. 94, districts may choose to delay implementation of the new procurement standards until July 1, 2018 or such later date as may be approved in the Uniform Guidance. See the accompanying administrative regulation for optional language accepting the delayed implementation.~~

Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is **mandated** to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs. In addition to the following policy, it is recommended that districts maintain a detailed administrative regulation or procedures manual addressing the mandated components.

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

FEDERAL GRANT FUNDS (continued)

2. Accurate, current, and complete disclosure of the financial ~~and performance~~ results of each federal award or program in accordance with the reporting requirements of 2 CFR ~~200.327 and~~ 200.328 ~~and~~ **200.329**

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, **financial** obligations, unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

4. Effective controls **s over** and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305
7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

(cf. 3400 - Management of District Assets/Accounts)

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

(cf. 3440 - Inventories)

(cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

FEDERAL GRANT FUNDS (continued)*(cf. 4131 - Staff Development)**(cf. 4231 - Staff Development)**(cf. 4331 - Staff Development)*

Note: Pursuant to 2 CFR 200.328 **and 200.329**, districts must submit **financial and** performance reports at the interval required by the awarding agency, which shall be at least annually but no more often than quarterly except in unusual circumstances. **Status reports due annually must be submitted no later than 90 calendar days after the reporting period, and reports due quarterly or semi-annually must be submitted no later than 30 calendar days after the reporting period. As amended by 85 Fed. Reg. 49506, 2 CFR 200.329 increases the time period for submitting final performance reports from 90 to 120 days after the performance end date.** The district may request an extension of the due date for any performance report for justifiable reasons.

In addition, the California Department of Education (CDE) is required under Education Code 64001 to monitor districts' compliance with legal requirements for federal categorical programs. This monitoring is accomplished through the Federal Program Monitoring process, which is based on a combination of data and document reviews and on-site visits. For further information, see the CDE's website and BP 6190 - Evaluation of the Instructional Program.

The district shall submit **financial and** performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost-effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted **within 90 no later than 120 calendar** days after the ending date of the grant. (2 CFR 200.301, 200.328, **200.329**)

*(cf. 0500 - Accountability)**(cf. 6190 - Evaluation of the Instructional Program)**Legal Reference: (see next page)*

FEDERAL GRANT FUNDS (continued)*Legal Reference:*EDUCATION CODE42122-42129 *Budget requirements*64001 *School plan for student achievement, consolidated application programs*CODE OF FEDERAL REGULATIONS, TITLE 2180.220 *Amount of contract subject to suspension and debarment rules*200.0-200.521 *Federal uniform grant guidance, especially:*200.1-200.99 *Definitions*200.100-200.113 *General provisions*200.317-200.326 *Procurement standards*200.327-200.329 *Monitoring and reporting*200.333-200.337 *Record retention*200.400-200.475 *Cost principles*200.500-200.521 *Audit requirements*CODE OF FEDERAL REGULATIONS, TITLE 3476.730-76.731 *Records related to federal grant programs*CODE OF FEDERAL REGULATIONS, TITLE 482.101 *Federal acquisition regulation; definitions**Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSCalifornia Department of Education Audit GuideCalifornia School Accounting ManualEDUCATION AUDIT APPEALS PANEL PUBLICATIONSGuide for Annual Audits of K-12 Local Education Agencies and State Compliance ReportingU.S. DEPARTMENT OF EDUCATION PUBLICATIONSQuestions and Answers Regarding 2 CFR Part 200, March 17, 2016WEB SITESCalifornia Department of Education: <http://www.cde.ca.gov>Education Audit Appeals Panel: <http://www.eaap.ca.gov>Office of Management and Budget, Uniform Guidance: https://www.whitehouse.gov/omb/grants_doesState Controller's Office: <http://www.sco.ca.gov>System for Award Management (SAM): <http://www.sam.gov/SAMportal/SAM/###11>U.S. Department of Education: <http://www.ed.gov>U.S. Government Accountability Office: <http://www.gao.gov>✓
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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3230(a)

FEDERAL GRANT FUNDS

Note: The following administrative regulation reflects the major requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"), as specified in 2 CFR 200.0-200.521 and Appendices I-XII, **as amended by 85 Fed. Reg. 49506. The Uniform Guidance which governs the use of federal formula and discretionary grant funds awarded to districts-all grants awarded by the federal government, including formula grants (e.g., Title I funding, Part B of the Individuals with Disabilities Education Act) and discretionary grants.** Pursuant to 2 CFR 200.302, 200.318, and 200.319, the district is **mandated** to adopt written procedures related to procurement, conflict of interest, cash management, payments, and allowable costs.

Pursuant to Public Contract Code 20111, **as amended by SB 544 (Ch. 395, Statutes of 2017), clarifies that** districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326.

The requirements of the Uniform Guidance are extensive and are not fully covered in the following administrative regulation. It is recommended that the district expand the following regulation and/or maintain a comprehensive procedures manual which contains internal controls and grant management standards used by the district to ensure the lawful expenditure of federal funds, including, but not limited to, procedures and protocols for cash management, procurement, inventory management, allowability of expenditures, "time and effort" reporting by personnel, and record retention.

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Note: 2 CFR 200.302 **mandates** that districts develop written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award. Districts may revise this section or their detailed procedures manual to reflect those requirements.

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. **He/she The Superintendent or designee** shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

FEDERAL GRANT FUNDS (continued)

Note: Pursuant to Education Code 42126, which requires the Superintendent of Public Instruction to prescribe a uniform format for district budgets, districts are required to use the Standardized Account Code Structure (SACS). SACS ensures that districts meet state and federal reporting guidelines and comply with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board. The California Department of Education's California School Accounting Manual provides guidance regarding coding of revenues and expenditures and reflects the Uniform Guidance.

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Period of Performance

Note: Pursuant to 2 CFR ~~200.343~~ **200.344**, any federal funds that are not obligated or paid within the appropriate timeframes must be returned to the awarding agency. Thus, districts should closely monitor spending throughout the grant cycle.

As amended by 85 Fed. Reg. 49506, 2 CFR 200.344 increases the number of days for districts to liquidate all financial obligations from 90 days to 120 days.

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than **90 120 calendar** days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, ~~200.343~~**200.344**)

Procurement

Note: ~~2 CFR 200.110, as amended by 82 Fed. Reg. 22609, authorizes districts to delay implementation of the procurement standards in the Uniform Guidance (2 CFR 200.317-200.326) until July 1, 2018 or such later date as may be approved in the Uniform Guidance. Districts that choose to delay implementation are mandated by 2 CFR 200.110 to document this decision in their procurement policies and should revise the following paragraph accordingly. Districts are required to comply with the procurement standards specified in 2 CFR 200.317-200.327 as well as state laws pertaining to bidding and procurement.~~

2 CFR 200.322, as added by 85 Fed. Reg. 49506, requires districts, to the extent practicable under a federal award, to give preference to the purchase, acquisition, or use of goods, products, or materials from the United States.

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-~~200.326~~**200.327** and Appendix II of Part 200, ~~or~~ **and** with any applicable state **bidding or procurement** law or district policy that is more restrictive.

FEDERAL GRANT FUNDS (continued)

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

Note: 2 CFR 200.318 **mandates** that districts have written procedures that address all applicable laws regarding the use of federal grant funds in procurement transactions. The U.S. Department of Education's (USDOE) Questions and Answers Regarding 2 CFR Part 200 clarifies that such procedures must address issues related to the bid process (e.g., source evaluation, protests, and claims) **since 2 CFR 200.318 provides that the district is solely responsible for settlement of all contractual and administrative issues arising out of the procurement process.**

The following list reflects major requirements contained in the Uniform Guidance. Districts may revise the following list or the district's comprehensive procedures manual to include additional detail, such as a description of the documents that will be used (e.g., purchase order, requisition), staff responsibilities, and the process for soliciting and receiving bids.

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

Note: 2 CFR 200.67 **and 200.320** permits districts to establish simplified procurement procedures for "micro-purchases," as described in item #1 below. Pursuant to **2 CFR 200.320, districts are responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and district procurement procedures.** Pursuant to 2 CFR 200.320, as amended by 85 Fed. Reg. 49506, and 48 CFR 2.101, the threshold for such purchases ~~is \$3,500~~ cannot exceed \$10,000 except as otherwise specified, and will be periodically adjusted for inflation. **However, pursuant to 2 CFR 200.320, as amended, a district may be eligible to establish a micro-purchase threshold up to \$50,000 on an annual basis if the district is able to self-certify that it may do so, with documentation of one of the following criteria: (1) the district's qualification as a low-risk auditee in accordance with 2 CFR 200.520; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law. Districts may establish a threshold higher than \$50,000 with approval of the appropriate federal agency. Item #1 may be revised to reflect the threshold established by the district.**

Use of the simplified procedures requires that the district determine the price to be "reasonable." According to the USDOE's Questions and Answers Regarding 2 CFR Part 200, a documented review of web sites would meet this requirement.

As amended, 2 CFR 200.320 increases tThe "small purchases" limit under the Uniform Guidance (item #2 below) ~~is \$150,000~~ **to \$250,000 in accordance with 48 CFR 2.101.** However, the more restrictive California bid limits in Public Contract Code 20111 and district procurement policies must be applied to define the "small purchase" requirements.

Any purchases above the California bid limits ~~(see BP/AR 3311 - Bids)~~ must follow California law. **See BP/AR 3311 - Bids for more information regarding bids and bid limits.**

FEDERAL GRANT FUNDS (continued)

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold **specified in established by the district in accordance with** 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (**2 CFR 200.328-200.318**)

<p>Note: 2 CFR 200.213-200.214 restricts districts from procuring goods or services from entities that have been debarred, suspended, or otherwise excluded from participation in federal assistance programs or activities. Districts may require certification of eligibility from the vendor or use the federal System for Award Management website to determine whether a particular entity has been excluded.</p>
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FEDERAL GRANT FUNDS (continued)

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, **200.213-200.214**)

Note: 2 CFR 200.319 **mandates** that districts have written procedures for procurement transactions that include the following components.

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR **200.326-200.327**)

Capital Expenditures

Note: 2 CFR 200.313 and 200.439 require a district receiving federal grant funds to obtain prior written approval from the awarding agency before incurring the cost of a capital expenditure, as defined in 2 CFR 200.12 and 200.13. See AR 3512 - Equipment for further information about requirements related to equipment purchased with federal funds, including labeling, maintenance, and inventory of the equipment and continued use of the equipment after the program ceases to be supported by federal funds.

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions,

FEDERAL GRANT FUNDS (continued)

improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR ~~200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89,~~ 200.313, 200.439)

Conflict of Interest

Note: 2 CFR 200.318 **mandates** that districts maintain written standards of conduct covering conflicts of interest and the ~~performance actions~~ of employees engaged in the selection, award, and administration of contracts. **The district's standards of conduct must also provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. The district should revise this section or its detailed procedures manual to reflect district practice.**

~~No~~ Governing Board members, district employees, ~~and other~~ district representatives shall **not** participate in the selection, award, or administration of a contract supported by federal funds if ~~he/she has~~ **they have** a real or apparent conflict of interest, such as when ~~he/she~~ **they** or a member of ~~his/her~~ **their** immediate family, ~~his/her~~ **their** partner, or an organization which employs or is about to employ any of them has a financial ~~or other~~ interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Persons involved in the selection, award, or administration of a contract supported by federal funds shall be subject to discipline for any violation of conflict of interest standards. (2 CFR 200.318)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System))

Cash Management

Note: Pursuant to 2 CFR 200.302, districts are **mandated** to develop written procedures to implement the requirements of 2 CFR 200.305.

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

FEDERAL GRANT FUNDS (continued)

Note: Pursuant to 2 CFR 200.305, a district may be paid in advance by the awarding agency if it maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement by the district as well as financial management systems that meet the standards for fund control and accountability as established in the Uniform Guidance.

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

Note: In order to charge staff compensation as an allowable expense of federal grant funds pursuant to 2 CFR 200.430, employees must document the amount of time they spend on grant activities supported by federal funds. These documents, known as "time and effort" records, are used to charge the costs of personnel compensation to federal grants. It is recommended that the district's administrative regulation reflect district practice for documenting time and effort, such as the type of documentation maintained, signature requirements, how often certifications will be completed, and review of the records by a supervisor.

All district employees who are paid in full or in part with federal funds, **including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program,** shall document the amount of time they spend on grant activities. **Such records shall be incorporated into the official records of the district and shall be subject to a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated in accordance with 2 CFR 200.430.** (2 CFR 200.430)

Salaries and wages of employees whose salary is paid with state or local funds but are used to meet a cost-sharing or matching requirement of the federal grant shall be documented in the same manner as salaries and wages claimed for reimbursement under a federal grant. (2 CFR 200.430)

FEDERAL GRANT FUNDS (continued)**Records**

Except as otherwise provided in 2 CFR ~~200.333~~ **200.334**, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR ~~200.333~~ **200.334**)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Audits

Note: Pursuant to 2 CFR 200.501, districts that expend \$750,000 or more in federal grant funds during a fiscal year must have a single audit conducted in accordance with 2 CFR 200.514, unless it chooses to have a program-specific audit conducted in accordance with 2 CFR 200.507. Districts that expend more than \$50 million in federal funds are subject to the requirements specified in 2 CFR 200.513. District audits are also subject to the requirements in Education Code 41020, the state Education Audit Appeal Panel's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, and the California Department of Education Audit Guide. See BP/AR 3460 - Financial Reports and Accountability for further information about audit requirements.

Pursuant to 2 CFR 200.501, districts that expend less than \$750,000 in federal grant funds per fiscal year are exempt from federal audit requirements but must make records available for review or audit by the awarding agency, the pass-through entity, and U.S. Government Accountability Office. Such districts may delete the following section.

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

FEDERAL GRANT FUNDS (continued)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

(9/16 3/18) 3/21

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3311.2(a)

LEASE-LEASEBACK CONTRACTS

Note: The following administrative regulation addresses construction financing contracts that are commonly described as "lease-leaseback" contracts. ~~Education Code 17406, as amended by AB 2316 (Ch. 521, Statutes of 2016), no longer permits the selection of a lease-leaseback contractor without advertising, and instead requires districts to use a comprehensive "best value" selection process.~~ Education Code 17406, as amended, **mandates** that any district choosing to award a lease-leaseback contract adopt and publish procedures and guidelines for evaluating the qualifications of proposers that ensure the fair and impartial selection of the "best value" for the district. In addition, for any project that will involve the use of preconstruction services, the request for sealed proposals must require proposers to include the fee to perform the preconstruction services as part of their sealed proposal to the district. Such procedures and guidelines must include, at a minimum, the provisions specified in Education Code 17406 as reflected in the following regulation.

The lease-leaseback financing method should only be used in coordination with competent technical consultants and legal counsel to ensure all legal requirements are met.

The district may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year **for a term not to exceed 99 years**, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). (Education Code **17403**, 17406)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

(cf. 3312 - Contracts)

Before the district enters into such a lease or agreement, it shall have available a site upon which a building may be constructed for use by the district, shall have complied with requirements related to the selection and approval of sites, and shall have prepared and adopted plans and specifications for the building that have been approved in accordance with Education Code 17280-17316. (Education Code 17402)

(cf. 7150 - Site Selection and Development)

Procedures for Awarding the Contract

Note: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 17417, the Governing Board must adopt a resolution of intent to enter into a lease or agreement related to real property and buildings to be used by the district. However, pursuant to Education Code 17406, Education Code 17417 is not applicable to lease-leaseback agreements. As a best practice, the district may choose to adopt such a resolution for lease-leaseback contracts in order to inform the public and prospective proposers of the available site and the procedures for awarding the contract.

LEASE-LEASEBACK CONTRACTS (continued)

The district's intent to enter into a lease-leaseback contract may be described in a resolution adopted by the Governing Board which includes, but is not be limited to, a description of the available site and the building to be constructed, the amount and term of the lease, and where to obtain information about the procedures for submitting a proposal.

Any lease-leaseback contract shall be awarded through a competitive "best value" procurement process whereby a person, firm, or corporation is selected on the basis of objective criteria for evaluating the qualifications of proposers, with the resulting selection representing the best combination of price and qualifications. **To make this determination, the district shall use the following procedures:** (Education Code 17400, 17406)

To make this determination, the district shall use the following procedures: (Education Code 17406; Public Contract Code 2600)

1. **Request for Sealed Proposals:** The Superintendent or designee shall prepare a request for sealed proposals which shall include:
 - a. An estimate of the project's price
 - b. A clear, precise description of any preconstruction services that may be required and the facilities to be constructed
 - c. The key elements of the contract to be awarded
 - d. A description of the format that proposals shall follow and the elements they shall contain
 - e. The standards the district will use in evaluating proposals **and the qualifications of the proposers, including:**
 - (1) **Relevant experience**
 - (2) **Safety record**
 - (3) **Price proposal, including, at the district's discretion, either a lump-sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district**

LEASE-LEASEBACK CONTRACTS (continued)

- (4) Whether each criterion will be evaluated on a pass-fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract
 - (5) For each scored criterion, the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score
 - (6) Other factors established by the district
- f. The date on which proposals are due
 - g. The timetable the district will follow in reviewing and evaluating proposals

Note: Public Contract Code 2600, as amended by AB 2311 (Ch. 347, Statutes of 2020), adds a requirement to include in all bid documents and construction contracts, when applicable, a notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603. Pursuant to Education Code 17407.5, lease-leaseback contracts are subject to such requirements. See the section "Skilled and Trained Workforce" below for additional requirements.

- h. A statement that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603**
- 2. **Notice:** At least 10 days before the date for receipt of the proposals, the Superintendent or designee shall give notice of the request for sealed proposals using both of the following methods:
 - a. Providing notice at least once a week for two weeks in a local newspaper of general circulation pursuant to Public Contract Code 20112
 - b. Providing notice in a trade paper of general circulation published in the county where the project is located

Note: The following paragraph is **optional** and may be revised to reflect district practice.

The Superintendent or designee also may post the notice on the district's web site or through an electronic portal.

Note: Pursuant to Education Code 17406, the prequalification requirements for contracts that meet the criteria specified in Public Contract Code 20111.6 are also applicable to lease-leaseback contracts. Education Code 17406 requires prequalification for such projects irrespective of whether or not they are funded locally or through state sources.

LEASE-LEASEBACK CONTRACTS (continued)

3. **Prequalification:** A proposer shall be prequalified in accordance with Public Contract Code 20111.6(b)-(m) in order to submit a proposal. Any electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements.

(cf. 3311 - Bids)

4. ~~Evaluation Criteria: The request for sealed proposals shall identify all criteria that the district will consider in evaluating the proposals and qualifications of the proposers, including relevant experience, safety record, price proposal, and other factors specified by the district. The price proposal shall include, at the district's discretion, either a lump sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district.~~

~~The request for sealed proposals shall specify whether each criterion will be evaluated on a pass fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract. For each scored criterion, the district shall identify the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score.~~

- 5.4. **Evaluation of Proposals:** All proposals received shall be reviewed to determine whether they meet the format requirements and the standards specified in the request for sealed proposals. The district shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the district.

- 6.5. **Award of Contract:** The award of the contract shall be made by the **Governing Board** to the responsive proposer whose proposal is determined, in writing by the Board, to be the best value to the district.

If the selected proposer refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the second highest best value score, if deemed in the best interest of the district. If that proposer then refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the third highest best value score.

LEASE-LEASEBACK CONTRACTS (continued)

Upon issuance of a contract award, the district shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the contract award and the contract file shall provide sufficient information to satisfy an external audit.

7.6. Rejection of Proposals: At its discretion, the Board may reject all proposals and request new proposals.

~~Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. (Education Code 17407.5)~~

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

Skilled and Trained Workforce

Note: Education Code 17407.5 requires the district to obtain an enforcement commitment that the contractor will comply with the requirements to use a skilled and trained workforce, as defined, in accordance with Public Contract Code 2600-2603. Pursuant to Public Contract Code 2600.5, as added by AB 2311, failure to provide the notice described in item #1h above does not excuse the district from the requirement to obtain an enforceable commitment that a contractor or other entity will use a skilled and trained workforce to complete a contract or project.

~~Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17407.5; Public Contract Code 2602)~~

Skilled and trained workforce means that all the workers performing the work are either skilled journeymen or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeymen employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeymen shall be performed by

LEASE-LEASEBACK CONTRACTS (continued)

graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

(cf. 9124 - Attorney)

*Legal Reference:*EDUCATION CODE

17280-17316 Construction of school buildings; approvals

17400-17429 Leasing property, especially:

17400 Definitions

17403 Term of lease or agreement

17406 Lease-leaseback contract

17407.5 Use of a skilled and trained workforce

PUBLIC CONTRACT CODE

2600-2603 Skilled and trained workforce requirements

20111.6 Prequalification procedures

20112 Notices

COURT DECISIONS

***McGee v. Balfour Beatty Construction, LLC, et al.* (4/12/16, No. B262850) (2016) 247 Cal. App. 4th 235**

***Davis v. Fresno Unified School District*, (2015) 237 Cal.App.4th 261**

*Management Resources:*WEB SITES

CSBA: <http://www.csba.org>

California Association of School Business Officials: <http://www.casbo.org>

(12/16) 3/21

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3311.3(a)

DESIGN-BUILD CONTRACTS

Note: As an alternative to the more traditional design-bid-build process (see BP/AR 3311 - Bids) or a lease-leaseback process (see AR 3311.2 - Lease-Leaseback Contracts), the district may enter into a design-build contract for a public works project in excess of \$1 million pursuant to Education Code 17250.10-17250.55. As defined by Education Code 17250.15, "design-build" means a project delivery process in which both the design and construction of a project are procured from a single entity. Education Code 17250.15 and 17250.25 provide that such contracts may be awarded to either the low bid or best value, as defined. Pursuant to Education Code 17250.50 and 17250.55, this authority applies to bid requests issued on or after July 1, 2016 and will be repealed January 1, 2025 unless legislation is enacted to delete or extend that date.

The Governing Board may approve a contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

(cf. 7110 - Facilities Master Plan)

(cf. 7140 - Architectural and Engineering Services)

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period. (Education Code 17250.25)

Procedures for Awarding the Contract

The procurement process for design-build projects shall be as follows: (Education Code 17250.25, 17250.35; **Public Contract Code 2600**)

1. **Performance Specifications:** The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:
 - a. The size, type, and desired design character of the project
 - b. Performance specifications that cover the quality of materials, equipment, and workmanship
 - c. Preliminary plans or building layouts
 - d. Any other information deemed necessary to describe adequately the district's needs

DESIGN-BUILD CONTRACTS (continued)

The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. **Prequalification:** The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:
 - a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity
 - b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors
 - c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25

Note: Public Contract Code 2600, as amended by AB 2311 (Ch. 347, Statutes of 2020), adds a requirement to include in all bid documents and construction contracts, when applicable, a notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603. Pursuant to Education Code 17250.25, design-build contracts are subject to such requirements.

- d. **A notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603**

The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

~~A design build entity shall not be prequalified or short listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce, as defined in Education Code 17250.25, to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract.~~

DESIGN-BUILD CONTRACTS (continued)

3. **Request for Proposals:** The district shall prepare a request for proposals (RFP) that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The RFP shall include the information identified in items #2a, and 2b, and 2d above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.
4. **Selection Based on Low Bid:** For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.
5. **Selection Based on Best Value:** For those projects utilizing best value as a selection method, the following procedures shall be used:
 - a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.
 - b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.
 - c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.
 - d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

Skilled and Trained Workforce

Note: Education Code 17250.25 requires the district to obtain an enforceable commitment that the contractor will comply with the requirements to use a skilled and trained workforce, as defined, in accordance with Public Contract Code 2600-2603. Pursuant to Public Contract Code 2600.5, as

DESIGN-BUILD CONTRACTS (continued)

added by AB 2311, failure to provide the notice described in items #2d and 3 above does not excuse the district from the requirement to obtain an enforceable commitment that a contractor or other entity will use a skilled and trained workforce to complete a contract or project.

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce, ~~as defined in Education Code 17250.25~~, to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. **(Education Code 17250.25; Public Contract Code 2602)**

***Skilled and trained workforce* means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)**

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

Legal Reference: (see next page)

DESIGN-BUILD CONTRACTS (continued)

Legal Reference:

EDUCATION CODE

17250.10-17250.55 *Design-build contracts*

PUBLIC CONTRACT CODE

2600-2603 *Skilled and trained workforce requirements*

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Association of School Business Officials: <http://www.casbo.org>

California Department of Education, Facilities: <http://www.cde.ca.gov/ls/fa>

CSBA Sample Board Policy

Business and Noninstructional Operations

AR 3320(a)

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Note: The Government Claims Act (Government Code 810-996.6) sets forth prelitigation requirements and deadlines for claims against public entities, including school districts. In City of Stockton v. Superior Court, the California Supreme Court held that the claim requirements in Government Code 900-915.4 also apply to claims for breach of contract. **For any cause of action that is excepted from the Government Claims Act pursuant to Government Code 905 but has its claim presentation procedure specified in another statute or regulation, such as childhood sexual abuse-assault, a claim must be presented in accordance with that statute or regulation. For any cause of action that is excepted from the Government Claims Act pursuant to Government Code 905 but is not governed by any procedure in another statute or regulation, the district may establish its own claim presentation procedure in accordance with Government Code 935. The district should consult legal counsel as necessary if questions arise regarding the proper procedure.**

Because a district's insurance carrier or joint powers authority (JPA) may require the district to comply with certain claims management conditions as part of the district's contractual coverage obligation, it is strongly recommended that this administrative regulation be reviewed for consistency with any applicable conditions of coverage. A district's failure to follow those contractual conditions may result in a loss of coverage benefits. The district's risk manager and legal counsel should also be consulted, as appropriate.

~~Pursuant to Government Code 935, district claims procedures may include a requirement that a claim be presented and acted upon in accordance with those procedures as a prerequisite to a lawsuit. Failure to include such a requirement may subject the district to increased liability.~~

Any claim against the district for money or damages shall be filed and acted upon in accordance with the Government Claims Act (Government Code 810-996.6) or other applicable law. Claims that are specifically excepted from the Government Claims Act by Government Code 905 and are not governed by any other statute or regulation may be filed and acted upon in accordance with district-established procedures pursuant to Government Code 935.

Note: Pursuant to Government Code 935, ~~district claims procedures established by the district may include a requirement that a claim be presented and acted upon in accordance with those procedures as a prerequisite to the filing of a lawsuit against the district. Failure to include such a requirement may subject the district to increased liability.~~ **The following paragraph extends this requirement to claims filed under other statutes and may be revised to reflect district practice.**

Unless otherwise provided by law, ~~prior to filing a lawsuit against the district for money or damages,~~ **a written claim shall be filed-presented to and acted upon by the Governing Board** in accordance with ~~the following administrative regulation~~ **such procedures** prior to filing a lawsuit against the district for money or damages.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Time Limitations

Note: Items #1-4 below list reflect timelines for presenting claims in relation to different causes of action, pursuant to the Government Claims Act and other applicable statutes. Pursuant to Government Code 935, the district's authority to adopt local claim presentation procedures for causes of action which are excepted from the Government Claims Act by Government Code 905 is not applicable to those excepted causes of action which have their claim presentation procedures specified in other statutes or regulations, such as childhood sexual abuse.

Rather, claims for childhood sexual abuse are governed by the timelines and procedures specified in Code of Civil Procedure 340.1.

The following time limitations apply to the presentation of claims for money or damages against the district:

- 3.1. Claims for money or damages relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)
- 4.2. Claims for money or damages relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

Note: Rather, eClaims for childhood sexual abuse assault are governed by the timelines and procedures specified in Code of Civil Procedure 340.1. Pursuant to Code of Civil Procedure 340.1, the time limit for beginning an action for recovery of damages suffered as a result of childhood sexual assault is 22 years from the date the plaintiff attains age 18 or within five years of the date the plaintiff discovers or reasonably should have discovered that psychological injury or illness occurring after age 18 was caused by sexual assault, whichever is later. A claim may be filed on or after the plaintiff's 40th birthday only if the plaintiff files certificates of merit by an attorney and a licensed mental health practitioner selected by the plaintiff setting forth the facts which support the declaration.

- 1.3. Claims for money or damages relating to childhood sexual abuse assault or any and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905 and for which but are subject to a claims presentation procedure in another a statute or regulation provides a claims presentation procedure shall be filed presented to the Board in accordance with the applicable governing statute or regulation. (Government Code 905, 935)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Note: Pursuant to Government Code 935, a district may establish its own procedure for the presentation of those claims which are excluded from the Government Claims Act as specified in Government Code 905 and which are not governed by any other applicable statutes or regulations. Optional item #24 below is for

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

use by any district whose board has chosen to exercise the authority in Government Code 935 to establish district procedures for such claims; see its own procedure for the presentation of claims which are excluded from the Government Claims Act by Government Code 905 and which are not governed by any other applicable statute or regulation. See the accompanying Board policy. Item #2 provides six months as the time limitation for filing such claims, which is consistent with the requirement in Pursuant to Government Code 935, that the district's procedure cannot require a shorter time for presentation of a claim than the time specified in Government Code 911.2. However, the Governing Board has the discretion to adopt a more flexible time limitation and may increase the amount of time allowed for filing such claims. If the Board adopts a more flexible time limitation, item #24 should be revised accordingly.

If a claimant misses a deadline for a claim required to be submitted in accordance with item #2 or #3 below, the claimant may present an application to present a late claim pursuant to Government Code 911.4; see section below entitled "Late Claims."

- 2.4. In accordance with the Governing Board's authority pursuant to Government Code 935, claims for money or damages which relate to a Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 and which are but is not governed by any other claim presentation statute or regulation shall be filed presented to the Board within the time limits specified in items #1 and 2 above, depending on the applicable cause of action. not later than six months after the accrual of the cause of action. (Government Code 905-911.2, 935)
3. Claims for money or damages relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)
4. Claims for money or damages relating to any other cause of action shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

Receipt of Claims

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Note: Government Code 915, as amended by SB 1473 (Ch. 371, Statutes of 2020), authorizes a claim, amendment to a claim, or application for a late claim to be submitted through electronic means, if so authorized by a Board resolution. In practice, such electronic means involve online completion of a fillable form and/or transmission by email. The following paragraph may be revised to specify the electronic means authorized by the district. If the Board has not adopted a resolution authorizing electronic submission, the district should delete the following paragraph.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Pursuant to Government Code 915.4, as amended by SB 1473, if the Board authorizes electronic submission, then any notice required of the district in response to a claim, amendment, or application for a late claim must be sent to the electronic address from which the district received the claim or application, unless the claimant or applicant specified an alternative electronic address for that purpose.

Also see the sections "Notice of Claim Insufficiency," "Late Claims," and "Action on Claims" below.

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Note: In most circumstances, a district's insurance provider or JPA is responsible for claims management, including investigating, defending, and managing a district's response to a claim presented under the Government Claims Act. The following paragraph requires the Superintendent or designee to immediately forward any claims received to the district's JPA or insurance provider in order to help ensure compliance with any conditions of coverage.

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

Note: Most JPAs and insurance carriers provide a claim form. The person submitting the claim need not use the claim form provided by the district but, pursuant to Government Code 910 and 910.2, the claim must contain a signature and all the information listed below.

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of \$25,000 or less.
7. The signature of the claimant or the person acting on the claimant's behalf

Notice of Claim Insufficiency

Note: Pursuant to Government Code 910.8, if a claim is found insufficient, the district must notify the claimant of the defects or omission in the claim. Government Code 915.4, as amended by SB 1473, authorizes such notice to be personally delivered or mailed or, if the Board has adopted a resolution authorizing electronic submission of claims (see section "Receipt of Claims" above), then any notice of claim insufficiency must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose.

Pursuant to Government Code 911, if the district, or the JPA or insurance carrier acting on the district's behalf, fails to give notice that the claim is insufficient, as specified below, then the district may not later raise that issue as a defense to the claim.

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

Note: Districts should be cautious before rejecting a claim because of insufficiency of information and consult legal counsel and/or the district's JPA or insurance provider, as appropriate. Courts have held that a claim is sufficient as long as enough information is disclosed to allow the district to adequately conduct an investigation of the claim's merits.

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

Note: The reference to item #2 in the following paragraph should be deleted if the district has not established district procedures pursuant to Government Code 935 for claims that are specifically exempted in Government Code 905 or adopted a time limitation that is not less than one year (see the accompanying Board policy and item #2 in the section "Time Limitations" above).

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

For claims under items #2 and #3 in the section "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. **When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in the section "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim.** (Government Code 905, 911.4, 915, 915.2)

Note: If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its agent should notify the claimant that "no action" was taken because the claim was presented late. If the Board were to state that the claim was "rejected," this would indicate that the Board had accepted the filing of the late claim and taken action to reject it.

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 **and in the manner specified in Government Code 915.4.** (Government Code 911.8, **915.4**)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Note: Pursuant to Government Code 945.6, if the Board formally acts to reject a claim and provides notice of such rejection, the claimant has only six months from the rejection to initiate a lawsuit. If the Board takes no action or fails to provide written notice rejecting the claim, the claimant then has two years to initiate a suit against the district. The notice of rejection must comply with the notification requirements of Government Code 913 unless the claim has no address on it.

Although the Board takes final action on claims as specified below, such action is based on the evaluation of the claim by the district's insurance provider or JPA.

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 **and shall be provided in the manner specified in Government Code 915.4. and shall either be personally delivered or mailed to the address stated in the claim or application.** (Government Code 913, 915.4)

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CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3452(a)

STUDENT ACTIVITY FUNDS

Note: Pursuant to Education Code 48930, the Governing Board may approve the formation of associated student body organizations (ASBs), **which are** composed entirely of students **and are subject to the Board's control and regulation**. Generally, there are two types of ASBs. ASBs in high schools and middle schools are **called referred to as** "organized ASBs" since the students, organizing their activities around student clubs and/or a student council, have primary responsibility for the ASB, with the assistance, **oversight, and co-approval** of an **district-employed** advisor. In elementary schools, ~~the~~ **ASBs are considered to be** "unorganized" because there is no student council and the principal or designee usually oversees the fundraising and spending decisions, with more limited involvement from the students.

~~Unlike parent-teacher associations or other school-connected organizations,~~ **ASBs, which are subject to the Board's control and regulation pursuant to Education Code 48930,** are legally considered part of the district. **In contrast, booster clubs, education foundations, parent-teacher associations, and other parent-run organizations operate independently of the district.** See BP /AR 1230 - School-Connected Organizations. **Districts with questions regarding the distinction between an ASB and a school-connected organization should consult legal counsel.**

The following **optional** policy may be modified to reflect district practice.

The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile cocurricular activities **beyond those provided by the district and can also, while helping** students learn about effective financial practices **and develop leadership and management skills**. To that end, **the Board may approve the formation of associated student body organizations which are composed entirely of students, operate under the oversight of the principal or other district-employed advisor, and are subject to the control and regulation of the Board.** **Student organizations** may raise and spend funds to support activities that promote the general welfare, morale, and educational experiences of the student body.

(cf. 1230 - School Connected Organizations)

(cf. 3260 - Fees and Charges)

(cf. 5000 - Concepts and Roles)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.5 - Student Organizations and Equal Access)

Fund Raising Events Fundraising

Note: Education Code 48932 requires the Board to approve a student organization's fundraising events and to determine whether ~~such~~ **fundraising** activities **that are held on school property during school hours** will interfere with the normal conduct of the schools. The following paragraph provides for the Board to delegate the review and approval of ASB fundraising events to the Superintendent or designee and should be modified to reflect district practice.

STUDENT ACTIVITY FUNDS (continued)

Education Code 49431 and 49431.5 limit the number of fund-raising events and types of food that may be sold on school grounds, see BP/AR 3550 – Other Food Sales. For a list of activities that may be prohibited on school grounds because of safety concerns, see AR 5142 - Safety. **For information regarding online fundraising, see BP 3290 - Gifts, Grants and Bequests.**

At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the **fund-raising fundraising** events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and **are not in do not** conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 3530 - Risk Management/Insurance)

~~*(cf. 3554 - Other Food Sales)*~~

(cf. 5030 - Student Wellness)

(cf. 5142 - Safety)

(cf. 5143 - Insurance)

Note: Education Code 49431, **49431.2**, and 49431.5 prescribe the types of foods and beverages that may be sold on school grounds ~~limit the number of and restrict when fundraising events that involve the sale of noncompliant foods and beverages on school grounds may occur.~~ **and types of food that may be sold on school grounds, sSee BP/AR 3550 3554 - Other Food Sales.**

Fundraising events that involve the sale of food and/or beverages shall comply with applicable state and/or federal nutrition standards and BP/AR 3554 - Other Food Sales. If the fundraising event involves the sale of noncompliant food and/or beverages, it shall not take place from midnight until at least one-half hour after the end of the school day, or not be conducted on school premises.

(cf. 3554 - Other Food Sales)

Management and Reporting of Funds

Note: Education Code 48937 requires the district to provide for the supervision of all funds raised by any student body organization or student organization using the name of the school. The acceptable investment and use of such funds are detailed in Education Code 48933, 48934, and 48936. The Fiscal Crisis **& and** Management Assistance Team (FCMAT) has developed the Associated Student Body Accounting Manual, Fraud Prevention Guide and & Desk Reference, available on its web site, to outline the district's fiscal and managerial responsibilities relative to these funds.

STUDENT ACTIVITY FUNDS (continued)

Student body funds shall be managed in accordance with law, **regulations, Board policies,** and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the security of funds.

The Superintendent or designee shall develop internal control procedures to safeguard the organization's assets, promote the success of **fund-raising fundraising** ventures, provide reliable financial information, **protect employees and volunteers from accusations of impropriety,** and reduce the risk **and promote the detection** of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

(cf. 3400 - Management of District Assets/Accounts)

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall **monitor the budget and** periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.

Funds derived from the student body shall be **expended disbursed** according to procedures established by the student organization. All **expenditures disbursements** must be approved by a Board-designated **employee or** official, the certificated employee who is the **designated** student organization advisor, and a student organization representative. (Education Code 48933)

Note: The following paragraph is optional. 5 CCR 4922 and 34 CFR 106.41 require districts to ensure that the district's athletic program provides equivalent opportunities for both sexes. The factors that districts must consider when determining whether equivalent opportunities are being provided include, but are not limited to, the provision of necessary funds, equipment, supplies, and travel allowances. See AR 6145.2 - Athletic Competition.

When student body funds are expended for equipment, supplies, or activities that support the district's athletic program, the Superintendent or designee shall ensure that the expenditures are aligned with the district's commitment to provide equitable opportunities for males and females.

(cf. 6145.2 - Athletic Competition)

Note: Pursuant to Governmental Accounting Standards Board (GASB) Statement 84, if the district has administrative or direct financial involvement with the ASB's assets, as defined, the student activity fund may be considered a governmental fund subject to accounting and financial reporting

STUDENT ACTIVITY FUNDS (continued)

within the district's funds. FCMAT's Fiscal Alert: GASB 84 and its Impact on Associated Student Body Accounts clarifies that, under state law, the district's considerable administrative involvement in both organized and unorganized ASBs means that ASBs will typically be considered governmental activities, rather than fiduciary responsibilities of the district. As such, ASB accounts should be reported in either a special reserve fund or the general fund. For further information see GASB 84, GASB's Implementation Guide No. 2019-2, Fiduciary Activities, and FCMAT's Fiscal Alert: GASB 84 and its Impact on Associated Student Body Accounts. Districts are encouraged to consult legal counsel in the determination of whether its ASB(s) are fiduciary or nonfiduciary in order to properly report the accounts.

Because of the district's administrative and/or direct financial involvement in the assets of the student organization, the student activity fund shall be reported within the district's fund in accordance with Governmental Accounting Standards Board Statement 84.

Note: Because **an the** ASB is an entity of the district, ASB funds are reviewed as part of the annual audit of the district conducted pursuant to Education Code 41020, as specified below.

The Board shall provide an annual audit of student **organization** accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds. (Education Code 41020)

(cf. 3460 - Financial Reports and Accountability)

Legal Reference: (see next page)

STUDENT ACTIVITY FUNDS (continued)

*Legal Reference:*EDUCATION CODE35182.5 *Non-nutritious foods and beverages, vending machines*35564 *Funds, obligations of the student body*41020 *Requirement for annual audit*48930-48938 *Student body organization*49431 *Sale of food and beverages, elementary school***49431.2 *Sale of food, middle and high schools***49431.5 *Sale of food and beverages, elementary, middle, and high schools*51520 *School premise, prohibited solicitations*51521 *Fund-raising Fundraising projects*CODE OF REGULATIONS, TITLE 5**4922 *Nondiscrimination in intramural, interscholastic, and club activities***15500 *Food sales, elementary schools*15501 *Food sales, middle high schools and junior high schools***CODE OF FEDERAL REGULATIONS, TITLE 34****106.41 *Nondiscrimination in athletic programs***COURT DECISIONS*Prince v. Jacoby, (2002) 303 F.3d 1074**Management Resources:*FISCAL CRISIS MANAGEMENT & ASSISTANCE TEAM PUBLICATIONS**Fiscal Alert: GASB 84 and Its Impact on Associated Student Body Accounts, May 2020***Associated Student Body Accounting Manual, Fraud Prevention Guide and Desk Reference, 2015***GOVERNMENTAL ACCOUNTING STANDARDS BOARD PUBLICATIONS****Implementation Guide No. 2019-2, Fiduciary Activities, June 2019****Statement No. 84, January 2017**WEB SITES*California Department of Education: <http://www.cde.ca.gov>**Fiscal Crisis Management & Assistance Team: <http://www.fcmat.org>***Governmental Accounting Standards Board: www.gasb.org**

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CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3600(a)

CONSULTANTS

The Governing Board authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as independent contractors may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

(cf. 3551 - Food Service Operations/Cafeteria Fund)

Note: Labor Code ~~2750.3-2775~~, as added by AB ~~§ 2257~~ (Ch. ~~296-38~~, Statutes of ~~2019-2020~~), ~~recodifies is a recodification of~~ the three-part "ABC" test established in Dynamex Operations West, Inc. v. Superior Court of Los Angeles to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor. ~~Although Labor Code 2750.3 does not explicitly state whether it applies to public agencies, CSBA recommends that districts adhere to its provisions.~~

~~AB 5 also amended Unemployment Insurance Code 606.5 and 621 to incorporate the three-part ABC test from the Dynamex decision. Since public school employers are subject to certain provisions in the Unemployment Insurance Code, districts should apply the three-part ABC test to determine a worker's eligibility for unemployment benefits.~~

Pursuant to Labor Code ~~2750.3 2775~~, a person is considered to be an independent contractor rather than an employee if the person (1) is free from the control and direction of the district in connection with the performance of the work, (2) performs work that is outside the usual course of providing educational services, (i.e. services provided by the person's own independent business and not services that ordinarily would be performed by district employees), and (3) is customarily engaged in an independently established trade, occupation, or business.

~~Labor Code 2750.3 establishes exceptions to the use of the three-part ABC test, including (1) when a person's status as an employee or independent contractor is defined by the Labor Code, Unemployment Insurance Code, or an applicable wage order of the Industrial Welfare Commission; (2) when a court rules that the three-part test cannot be applied to a particular context; or (3) when specifically exempted within Labor Code 2750.3. Under the second and third scenarios, the determination of whether a person is an employee or independent contractor is then made pursuant to the court's decision in S.G. Borello & Sons, Inc. v. Department of Industrial Relations, which made employment status a fact-dependent ruling based on the extent to which the employer had a right to control the work that was being done. Tutors are potentially exempted from the three-part test in Labor Code 2750.3 if they develop and teach their own curriculum, but not if they teach a curriculum created by a public school or contract with a public school through a referral company.~~

As this area of law is complex and may alter the legal and financial obligations of the district to particular workers (e.g., eligibility for workers compensation, unemployment and disability insurance benefits, and district health and welfare benefits), legal counsel should be consulted when questions arise regarding the status of those who provide services to the district for remuneration.

CONSULTANTS (continued)

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor.

A person, ~~firm, or organization~~ **providing labor or services for remuneration** shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code ~~2750.3-2775~~)

1. The person ~~or entity~~ is free from the control and direction of the district in connection with the performance of the work.
2. The person ~~or entity~~ is performing work that is outside the usual course of the district providing educational services.
3. The person ~~or entity~~ is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

Note: Labor Code ~~2750.3-2775-2785~~, as added by AB 2257 and amended by AB 323 (Ch. 341, Statutes of 2020), establishes exceptions to the use of the three-part ABC test, including (1) when a person's status as an employee or independent contractor is **defined expressly made** by the Labor Code, Unemployment Insurance Code, or an applicable wage order of the Industrial Welfare Commission, **in which case the status remains in effect for purposes set forth in those provisions**; (2) when a court rules that the three-part test cannot be applied to a particular context; or (3) when specifically exempted **from the three-part test by within** Labor Code ~~2750.3-2776-2785~~. Under the second and third scenarios, **with the exception of exemptions pursuant to Labor Code 2779**, the determination of whether a person is an employee or independent contractor is ~~then~~ made pursuant to the court's decision in S.G. Borello & Sons, Inc. v. Department of Industrial Relations, which ~~made~~ found employment status to be a fact-dependent ruling based on the extent to which the employer had a right to control the work that was being done. **Pursuant to Labor Code 2776, the rule in Borello applies to "business-to-business" exceptions (including when a sole proprietor or business entity contracts to provide services to a public agency) when specified conditions are met. Additionally, tFutors are potentially excepted from the three-part test in Labor Code 2750.3-2775** if they develop and teach their own curriculum, but not if they teach a curriculum created by a public school or contract with a public school through a referral company.

~~Specific statutory exceptions to this analysis for the determination of whether a person, firm, or organization is an independent contractor may apply. (Labor Code 2750.3)~~ **The determination of whether an individual acting as a sole proprietor or a firm or other business organization is an independent contractor shall be made in accordance with Labor Code 2775-2785, as applicable.**

All consultant contracts shall be brought to the Board for approval.

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

(cf. 4132/4232/4332 - Publication or Creation of Materials)

CONSULTANTS (continued)

Note: Government Code 12940, as amended by AB 3364 (Ch. 36, Statutes of 2020), changes the term "military and veteran status" to "veteran or military status."

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, **ethnicity**, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, ~~military and~~ veteran **or military** status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

(cf. 4030 - Nondiscrimination in Employment)

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

(cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the district, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the district.

Note: Pursuant to Government Code 12940, certain protections afforded to employees are extended to independent contractors; see BP/AR 4030 - Nondiscrimination in Employment. Government Code 12940 also provides that the district may be held liable for sexual harassment committed against employees by nonemployees, including independent contractors, if the district knew, or should have known, of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

CONSULTANTS (continued)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of districts; prescription and enforcement of rules

35172 Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified service in districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

12940 Unlawful employment practices

53060 Contract for special services and advice

82019 Designated employee; **definition**

87302 Conflict of interest code

LABOR CODE

~~2750.3-2775-2787 ABC three-part test: employees and independent contractors~~ **Worker status: employees**

UNEMPLOYMENT INSURANCE CODE

606.5 Determination of employment status

621 ~~Employer and e~~Employee defined

CODE OF REGULATIONS, TITLE 2

18700.3 Consultant

COURT DECISIONS

Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903

S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

(10/96 12/19) 3/21

CSBA Sample Exhibit

All Personnel

E 4112.9(a)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually to all employees , and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
To all employees, p Prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
To all employees, p Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually to all employees	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually to all employees	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees , or more frequently if there is new information	Health and Safety Code 120875, 120880	BP 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 4261.2 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
To all employees, w With each paycheck	Labor Code 246	AR 4161.1 4361.1 AR 4261.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	AR 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable	Labor Code 6409.6	AR 4157 4257 4357	Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 AR 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	34 CFR 106.8	AR 4119.11 4219.11 4319.11	Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights
Annually to all employees	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To certificated probationary and temporary certificated employees upon employment, and to nonpermanent employees and every July thereafter in July of each school year	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary
To probationary employee, by March 15	Education Code 44929.21, 44929.23, 44948.5	BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employees 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employees	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
On or before June 30, Before the end of the school year to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing
III. To Classified Employees			
When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, right to hearing, timeline for requesting hearing
To classified employees at At least 60 days prior to layoff, or by April 29 for specially funded program that expires at end of school year	Education Code 45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees u Upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave

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4212.9
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EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
To school bus drivers, prior to operating school bus	49 CFR 382.303	AR 4112.42 4212.42 4312.42	Post-accident information, procedures, and instructions
IV. To Administrative/Supervisory Personnel			
To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the release of reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year
V. To Individual Employees Under Special Circumstances			
In the event of a breach of security of district records, to affected employees_	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To district police officer, within 30 days of decision to impose discipline	Government Code 3304	AR 3515.3	Decision to impose discipline, including the date that discipline will be imposed
To employees returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	AR 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

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CSBA Sample Administrative Regulation

All Personnel

AR 4161.2(a)

4261.2

PERSONAL LEAVES

4361.2

Note: The following administrative regulation is subject to collective bargaining agreements.

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

Note: As provided in the following paragraph, Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state codes (e.g., Education Code, Military and Veterans Code). Districts should consult legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

(cf. 4121 - Temporary/Substitute Personnel)

Bereavement

Note: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below and enlarge the benefits provided by law. The following two paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

(cf. 4161/4261/4361 - Leaves)

Members of the immediate family include: (Education Code 44985, 45194)

1. The mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister

PERSONAL LEAVES (continued)

3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

Note: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in their collective bargaining agreement or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.

Employees may use a maximum of seven days of their accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee or **his/her the employee's** property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

Note: **Pursuant to** Education Code 44981, **provides that** a certificated employee may use personal necessity leave for the serious illness of a member of **his/her the employee's** immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, **as amended by AB 1522 (Ch. 319, Statutes of 2014)**, which allow the use of sick leave for the need of the employee or **his/her** family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which **expand include in** the definition of "family member" **to include** a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

PERSONAL LEAVES (continued)

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for federal and state provisions related to leaves for the birth, adoption, or foster placement of a new child; the care of a seriously ill child, parent, or spouse/registered domestic partner; or the employee's own serious health condition.

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

Note: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

Note: Items #5 and #6 are **optional** and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether **or not** a request reflects personal necessity.

Note: The following paragraph is **optional**. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in items #1-2 above and by certificated employees for the reasons specified in items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations, employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or the California Family Rights Act (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

PERSONAL LEAVES (continued)

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of **his/her the employee's** immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or where the need for leave is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

Note: Education Code 44981 and 45207 **mandate** the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to **his/her the employee's** immediate supervisor.

Legal Duties

Note: Pursuant to Education Code 44037, it is unlawful for the district or personnel commission to (1) adopt any rule, regulation, or policy that encourages employees to seek exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that **he/she the employee** seek exemption from jury duty; or (3) discriminate against any **employee** with respect to assignment, employment, promotion, or in any other manner because of **his/her the employee's** service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in items #1-2 below.

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between **his/her the employee's** regular earnings and any amount received for jury fees. (Education Code 44037)

PERSONAL LEAVES (continued)

Note: The following **optional** paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between ~~his/her~~ **the employee's** regular earnings and any jury fees ~~he/she~~ received.

Note: The following paragraph is **optional**. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. Districts that do not grant such leave should delete this paragraph.

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between ~~his/her~~ **the employee's** regular earnings and any witness fees ~~he/she~~ received.

Leaves for Crime Victims **for Judicial Proceedings**

Note: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee may be absent from work in order to attend judicial proceedings related to a crime when ~~he/she~~ **the employee** is a victim, or an immediate family member, registered domestic partner, or child of a registered domestic partner of a victim, of any of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

Note: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

PERSONAL LEAVES (continued)

Prior to taking time off, an employee shall give ~~his/her supervisor~~ **the Superintendent or designee** a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of ~~Domestic Violence, Sexual Assault and Stalking~~ **Crime or Abuse**

Note: Labor Code 230 and 230.1 allow employees **who are victims of domestic violence, sexual assault, or stalking** to use their available vacation, personal leave, or compensatory time off for the purposes described in items #1-5 below and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. **Pursuant to Labor Code 230.1, items #2-5 apply to districts with 25 or more employees.**

As amended by AB 2992 (Ch. 224, Statutes of 2020), Labor Code 230 and 230.1 expand these provisions to include employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime.

An employee who is a victim of domestic violence, sexual assault, or stalking, **who is a victim of a crime that caused physical injury or that caused mental injury with a threat of physical injury, or whose immediate family member, as defined, is deceased as the direct result of a crime** ~~as defined by law~~ may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to ~~him/her~~ **the employee** ~~under the terms of his/her employment~~ to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or ~~his/her~~ **the employee's** child
2. Seek medical attention for injuries caused by ~~domestic violence, sexual assault, or stalking~~ **crime or abuse**
3. Obtain services from a domestic violence shelter, program, ~~or rape crisis center,~~ **or victim services organization or agency** as a result of ~~domestic violence, sexual assault, or stalking~~ **the crime or abuse**

PERSONAL LEAVES (continued)

4. Obtain psychological counseling **or mental health services** related to an experience of **domestic violence, sexual assault, or stalking crime or abuse**
5. Participate in safety planning and take other actions to increase safety from future **domestic violence, sexual assault, or stalking crime or abuse**, including temporary or permanent relocation

Note: Pursuant to Labor Code 230, as amended by AB 2992, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution agency) or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf.

Prior to taking time off, an employee shall give reasonable notice to **his/her supervisor the Superintendent or designee**, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim **of domestic violence, sexual assault, or stalking**
2. A court order protecting or separating the employee from the perpetrator of **an act of domestic violence, sexual assault, or stalking, the crime or abuse**, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, **victim advocate**, or counselor that the employee was undergoing treatment **or receiving services** for physical or mental injuries or abuse resulting in victimization from **an act of domestic violence, sexual assault, or stalking the crime or abuse**
4. **Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1**

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

PERSONAL LEAVES (continued)

Note: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify their employees of their rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, available on the web site of the Department of Industrial Relations, or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form. As amended by AB 2992, Labor Code 230.1 requires the Labor Commissioner to revise the form by January 1, 2022. Until that form is revised, the district should update its form to reflect current law.

The Superintendent or designee shall inform employees of their rights pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Personal Leave for Child-Related Activities

Note: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion. SB 579 (Ch. 802, Statutes of 2015) amended Labor Code 230.8 to expand the purposes of leave for child-related activities to include enrolling or reenrolling a child in a school or with a licensed child care provider and addressing a school or child care emergency, as defined.

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using the leave is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll his/her a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.
2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:

PERSONAL LEAVES (continued)

- a. A request by the school or child care provider that the child be picked up
- b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
- c. Behavioral or discipline problems
- d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
- e. A natural disaster, including, but not limited to, fire, earthquake, or flood

(cf. 5148 - Child Care and Development)

Note: SB 579 (Ch. 802, Statutes of 2015) amended Labor Code 230.8 to expand the definition of "parent" to add a stepparent, foster parent, or person who stands in loco parentis to the child.

For purposes of this leave, *parent/guardian* includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

Note: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following **optional** paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that **he/she the employee** engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission,

PERSONAL LEAVES (continued)

committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

Note: The following optional section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.

Education Code 44987 and 45210 provide that certificated and classified employees may take time off without loss of compensation to serve as elected officers of their local, statewide, or national employee organization. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization. (Education Code 44987, 45210)

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4143/4243 - Negotiations)

Note: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include the required retirement fund contributions. The employee will continue to earn full service credit during the leave and must pay member contributions as specified. The maximum amount of service credit an employee may earn cannot exceed 12 years. Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.

PERSONAL LEAVES (continued)

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

Note: The following **optional** section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should delete this section. However, the district should consult legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

Note: The following **optional** paragraph reflects the California Supreme Court's interpretation of Article 1, Section 8 of the California Constitution as stated in Rankin v. Commission on Professional Competence.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

Note: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

PERSONAL LEAVES (continued)

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that **his/her the employee's** spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that **his/her the employee's** spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of **his/her the** intention to take the leave. The employee shall submit written documentation certifying that **his/her the employee's** spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

Note: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Note: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

Note: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

PERSONAL LEAVES (continued)

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to ~~him/her~~ **the employee**, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

Legal Reference:

EDUCATION CODE

- 44036-44037 Leaves of absence for judicial and official appearances
- 44963 Power to grant leaves of absence (certificated)
- 44981 Leave of absence for personal necessity (certificated)
- 44985 Leave of absence due to death in immediate family (certificated)
- 44987 Service as officer of employee organization (certificated)
- 44987.3 Leave of absence to serve on certain boards, commissions, etc.
- 45190 Leaves of absence and vacations (classified)
- 45194 Bereavement leave of absence (classified)
- 45198 Effect of provisions authorizing leaves of absence
- 45207 Personal necessity (classified)
- 45210 Service as officer of employee organization (classified)
- 45240-45320 Merit system, classified employees

EVIDENCE CODE

- 1035.2 Sex assault counselor; definition
- 1037.1 Domestic violence counselor; definition

FAMILY CODE

- 297-297.5 Registered domestic partner rights, protections, and benefits

GOVERNMENT CODE

- 3543.1 Release time for representatives of employee organizations
- 12945.1-12945.2 California Family Rights Act

LABOR CODE

- 230-230.2 Leave for victims of domestic violence, sexual assault, or specified felonies
- 230.3 Leave for emergency personnel
- 230.4 Leave for volunteer firefighters
- 230.8 Leave to visit child's school
- 233 Illness of child, parent, spouse, domestic partner or domestic partner's child
- 234 Absence control policy
- 246.5 Paid sick days, purposes for use
- 1500-1507 Civil Air Patrol leave

Legal Reference continued: (see next page)

PERSONAL LEAVES (continued)

Legal Reference: (continued)

MILITARY AND VETERANS CODE

395.10 *Leave when spouse on leave from military deployment*

PENAL CODE

667.5 *Violent felony, defined*

1192.7 *Serious felony, defined*

CALIFORNIA CONSTITUTION

Article 1, Section 8 *Religious discrimination*

UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act*

UNITED STATES CODE, TITLE 42

2000d-2000d-7 *Title VII, Civil Rights Act of 1964*

COURT DECISIONS

Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954

Management Resources:

WEB SITES

California Department of Industrial Relations: <http://www.dir.ca.gov>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

CSBA Sample Administrative Regulation

All Personnel

AR 4161.8(a)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE

Note: The following **optional** administrative regulation addresses mandatory subjects of bargaining. The laws referenced in this regulation provide minimum amounts of leave which the district must grant its employees if more generous benefits are not provided as part of its collective bargaining agreement. Any covered subject that is already addressed in the district's collective bargaining agreements should be deleted from this administrative regulation.

Both federal and state law provide for family care and medical leave (29 USC 2601-2654, the Family and Medical Leave Act of 1993 (FMLA), and Government Code 12945.1-12945.2, the California Family Rights Act (CFRA)). However, these laws do not always provide identical rights or operate in the same manner. For example, pregnancy as a "serious health condition" is covered under FMLA but not under CFRA. Instead, under **California state** law, an employee who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to pregnancy disability leave (PDL) pursuant to Government Code 12945. Where there is a difference between state and federal law, the law that grants the greatest benefits generally controls. In those situations, legal counsel should be consulted as needed.

~~As amended by AB 1556 (Ch. 799, Statutes of 2017), Government Code 12945 and 12945.2 delete references to females with regard to pregnancy disability leave and clarify that all employees are protected against pregnancy discrimination regardless of their gender identity.~~

The district shall not deny any eligible employee the right to family care, **or medical leave, or pregnancy disability leave (PDL)** pursuant to the Family and Medical Leave Act (FMLA), **or the California Family Rights Act (CFRA), or leave for pregnancy disability pursuant to California Pregnancy Disability Leave (PDL),** or the Fair Employment and Housing Act (FEHA) nor restrain or interfere with the employee's exercise of such right. In addition, **the district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, an employee or discriminate against, or retaliate against an employee him/her for taking such leave, or for his/her opposition to or challenge of opposing or challenging any unlawful district employment practice in relation to any of these laws, or for his/her involvement being involved** in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Note: Government Code 12945.2, as amended by SB 1383 (Ch. 86, Statutes of 2020), includes a child of a registered domestic partner in the definition of "child" for purposes of CFRA leave.

FAMILY CARE AND MEDICAL LEAVE (continued)

Child (~~son or daughter~~) means a biological, adopted, or foster child; a stepchild; a legal ward; or a **child person** to whom the employee stands in *loco parentis*, ~~as long as the child is under 18 years of age or an adult dependent child.~~ **For purposes of CFRA leave, child also includes a child of a registered domestic partner.** (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district ~~during the previous 12-month period~~ **during the 12 months immediately preceding the leave.** However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

***Eligible family member* means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)**

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in *loco parentis* to the employee when the employee was a child. *Parent* does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Note: For purposes of CFRA leave, Government Code 12945.2, as amended by SB 1383, includes an employee's grandparent, grandchild, sibling, and registered domestic partner with a serious health condition as one for whom an employee may take family care and medical leave.

FAMILY CARE AND MEDICAL LEAVE (continued)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or **an eligible family member of the employee** ~~his/her child, parent, or spouse~~, that involves either ~~of the following~~ **inpatient care or continuing treatment, including treatment for substance abuse, as follows:** (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, **2612**; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when **formally admitted to** a health care facility ~~formally admits him/her to the facility~~ with the expectation **of that he/she will remain** overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
 - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage ~~or~~. **For purposes of CFRA leave, spouse also includes** a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

FAMILY CARE AND MEDICAL LEAVE (continued)

Eligibility

Note: Pursuant to Government Code 12945.2 and 29 USC 2611-2612, **require** a district **is required** to grant family care and medical leave to an eligible employee for any of the reasons stated below. These requirements **generally** apply to **all public agencies regardless of the number of employees, circumstances where the district employs 50 or more employees within 75 miles of the worksite where the employee requesting the leave is employed.**

Government Code 12945.6, as added by SB 63 (Ch. 686, Statutes of 2017), extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2, **12945.6**; 29 USC 2612; 29 CFR 825.112, **825.126, 825.127**)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. To care for **the employee's child, parent, or spouse the employee's eligible family member** with a serious health condition
3. The employee's own serious health condition that makes **the employee him/her** unable to perform one or more essential **job** functions of **his/her the** position

Note: Pursuant to 29 CFR 825.126, FMLA military family leave is available to any eligible employee for a qualifying exigency while the employee's spouse, **son, daughter child**, or parent who is a military member is on covered active duty during deployment to a foreign country. **Government Code 12945.2, as amended by SB 1383, provides exigency leave under CFRA for an employee whose registered domestic partner is on active duty.** For requirements related to qualifying exigency leave, see the section "Military Family Leave Resulting from Qualifying Exigencies" below.

4. Any qualifying exigency arising out of the fact that the employee's spouse, child, **or** parent, **or, for CFRA leave only, a registered domestic partner**, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

Note: Pursuant to 29 CFR 825.127, military caregiver leave is available to any eligible employee who is a family member of a covered servicemember with a serious injury or illness. For requirements related to military caregiver leave, see the section on "Military Caregiver Leave" below.

5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Under federal law, pregnancy as a "serious health condition" is covered as part of FMLA leave. However, disability due to pregnancy is explicitly excluded from coverage under CFRA (2 CCR 11093). Instead, pursuant to Government Code 12926 and 12945, any California employee who is "disabled because of pregnancy, childbirth, or related medical conditions" is entitled to unpaid PDL of up to four months if the employer has five or more employees. Therefore, such an employee is entitled to up to four months of PDL and an additional 12 weeks of CFRA leave following the birth of the child.

Additionally, pursuant to 2 CCR 11037, PDL is not subject to eligibility requirements for other FMLA and CFRA leaves, such as minimum hours worked or length of service.

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

Note: Leaves common to CFRA and FMLA run concurrently so that total leave to which an employee is entitled would be 12 work weeks. **However, when they do not run concurrently, an employee may be eligible for up to 12 work weeks under both CFRA and FMLA, for a total of 24 work weeks.**

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. **In circumstances where the leaves do not run concurrently under the law, the employee may take up to 12 work weeks for both CFRA and FMLA, for a total of 24 work weeks.** (Government Code 12945.2; 29 USC 2612)

Note: To determine the 12-month period in which the leave entitlement occurs, the district may use any of the methods identified in 29 CFR 825.200 and specified in options #1-4 below. However, a district may choose not to use any of these options and may instead choose some other fixed 12-month period. **Whichever option is selected, it must be applied uniformly to all employees.** If the district fails to select a method for calculating the 12-month period, the method that provides the most beneficial outcome for the employee will be used. Pursuant to 2 CCR 11090, if the district decides to change the calculation method, it must provide at least 60 days' notice to all employees.

OPTION 1: This 12-month period shall coincide with the calendar year. (29 CFR 825.200)

OPTION 2: This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)

OPTION 3: This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

FAMILY CARE AND MEDICAL LEAVE (continued)

OPTION 4: This 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)

Note: 2 CCR 11042 clarifies that the four months of PDL to which an employee is entitled means the number of days or hours that the employee would normally work within the four calendar months. **For employees who work 40 hours per week, PDL leave is defined as 17-1/3 weeks, 122 days, or 693 hours.**

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

Note: While leaves common to CFRA and FMLA run concurrently, PDL is separate and distinct from CFRA leave. Consequently, pursuant to 2 CCR 11046, an employee who is "disabled by pregnancy" may be entitled to up to four months of PDL, followed by 12 work weeks of CFRA leave for the birth of the child (baby bonding). Determining which leaves run concurrently is a complex endeavor and districts should consult legal counsel as needed.

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Note: **Government Code 12945.6, which limited the amount of leave related to the birth or placement of a child to a combined total of 12 work weeks when both parents work for the district, was repealed by SB 1383, thereby allowing both parents to take up to 12 work weeks of leave for this purpose. Although 29 USC 2612 allows the district to limit the aggregate number of work weeks of leave to which two parents may be entitled when both parents work for the district, such leave is covered under both FMLA and CFRA and state law prevails since it provides greater rights to employees. The following optional paragraph is for use by districts that choose to limit family care and medical leave related to the birth or placement of a child to a total of 12 work weeks when both parents work for the district, as authorized by Government Code 12945.2 and 12945.6. However, pursuant to 2 CCR 11088, such limit on employees' entitlement to family care and medical leave for any other qualifying purpose is prohibited.**

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks.

FAMILY CARE AND MEDICAL LEAVE (continued)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2, 12945.6; 2 CCR 11088; 29 USC 2612)

Use/Substitution of Paid Leave

Note: The district may require employees (Option 1) or employees may elect (Option 2) to use paid leave during an otherwise unpaid portion of CFRA or FMLA leave **or PDL**. Pursuant to 2 CCR 11044 and 11092, the district may only require an employee to use sick leave if the leave is for the employee's own serious health condition or for PDL, unless mutually agreed to by the district and the employee. **The district and employee may also negotiate for the employee's use of any paid or unpaid time off instead of using the employee's CFRA leave.**

OPTION 1: ~~An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick leave and may use accrued vacation leave and other paid time off at his/her option. During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2, 12945.6; 2 CCR 11044, 11092; 29 USC 2612)~~

OPTION 2: During ~~the~~ **any otherwise unpaid** period of PDL or any FMLA or CFRA leave, the employee may elect to use ~~his/her~~ accrued vacation leave, ~~accrued sick leave,~~ or any other paid time off negotiated with the district that **the employee he/she** is eligible to use. **If the leave is for the employee's own serious health condition or PDL, the employee may also elect to use accrued sick leave during the period of leave.** (Government Code 12945, 12945.2, ~~12945.6~~; 2 CCR 11044; 11092; 29 USC 2612)

Note: The following paragraph is for use with either option above.

The district and employee may also ~~negotiate for the employee's come to agreement regarding the~~ use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

FAMILY CARE AND MEDICAL LEAVE (continued)

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4161/4261/4361 - Leaves)
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or ~~his/her child, parent, or spouse~~ **eligible family member** may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (**Government Code 12945.2**; 2 CCR 11042, 11090; 29 USC 2612)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Note: Pursuant to 2 CCR 11090, the minimum duration of CFRA parental leave for the birth, adoption, or foster care placement of a child is generally two weeks. However, the district must grant a request for CFRA leave of less than two weeks duration on any two occasions and may grant additional requests.

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.

Note: Pursuant to 2 CCR 11041, the district must accommodate the transfer request of a pregnant employee to the same extent that it accommodates transfer requests for other temporarily disabled employees.

2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

FAMILY CARE AND MEDICAL LEAVE (continued)

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

Note: Pursuant to 2 CCR 11050 and 11091, an employee is required to notify the district of the need to take PDL or family care and medical leave. The employee must provide at least verbal notice sufficient to make the district aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave. However, the employee does not need to assert rights under CFRA or FMLA or even mention CFRA or FMLA to meet the notice requirement, but must state the reason the leave is needed. If there is a question about whether leave is FMLA/CFRA qualifying or if the district is considering denying CFRA leave based on an employee's refusal to provide further information, legal counsel should be consulted.

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, **the employee he/she** must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Note: Both 29 CFR 825.300 and 2 CCR 11091 require the district to provide an employee with notice of the designation of leave as either qualifying for CFRA or FMLA protection. See section entitled "Notifications" below for further requirements of this "designation notice" as well as other required notifications.

Pursuant to 2 CCR 11091, an employee has the obligation to respond to questions designed to determine whether an absence is potentially CFRA qualifying. If the district is unable to determine whether requested leave is CFRA qualifying because of employee's refusal to respond to its inquiries, the employee may be denied CFRA protection.

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of

FAMILY CARE AND MEDICAL LEAVE (continued)

such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

Note: Pursuant to 2 CCR 11091, the district may require an employee to provide at least 30 days advance notice of the need for family care and medical leave, if the need is foreseeable. If the district requires such advance notice from employees, then the district's notification of FMLA/CFRA rights must so specify; see section below entitled "Notifications."

Pursuant to 2 CCR 11050, an employee requesting PDL is required to provide the district at least 30 days advance notice if the need for PDL is foreseeable.

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Note: The following **optional** section is for use by districts that require an employee to submit a medical certification of the need for ~~leave along with the request for PDL or~~ family care and medical leave for ~~his/her~~ **an employee's own serious health condition or to care for a-the employee's eligible family member child, parent, or spouse** with a serious health condition. In order to help avoid claims of discrimination, the district should generally treat all **such** employees uniformly; thus, districts using this section should request a medical certification from all **such** employees.

Districts requiring written medical certification from employees ~~who request reasonable accommodation, transfer, or disability leave because of pregnancy~~ may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR ~~11050 or 11097, as applicable.~~

Within five business days of an employee's request for family care and medical leave for ~~his/her own or his/her child's, parent's, or spouse's~~ **the** serious health condition **of the employee or an eligible family member**, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon

FAMILY CARE AND MEDICAL LEAVE (continued)

receiving the district's request, the employee shall provide the certification within 15 **calendar** days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR **11087**, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

Note: Item #3 below addresses an eligible employee's request for leave to care for **his/her child, parent, or spouse-an eligible family member**. In such a case, 2 CCR 11087 provides that the health care provider's certification need not identify the serious health condition involved. **The U.S. Department of Labor (DOL) provides a form, Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act, that districts may use for this purpose to avoid unauthorized disclosure of the serious health condition.**

3. If the employee is requesting leave to care for **a child, parent, or spouse-an eligible family member** with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of **the child, parent, or spouse the eligible family member** during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the **child, parent, or spouse-eligible family member**
4. If the employee is requesting leave because of **the employee's his/her** own serious health condition, a statement that due to the serious health condition, **the employee he/she** is unable to work at all or is unable to perform one or more essential **job functions of the position of his/her job**
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit an employer from requesting or requiring genetic information of employees or family members of employees unless specifically authorized by law making a non-job related inquiry into an employee's genetic information. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee doubts has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

Note: The following optional section is for use by districts that require an employee to submit a medical certification of the need for leave along with the request for PDL. Districts requiring written medical certification from employees who request reasonable accommodation, transfer, or disability leave because of pregnancy may develop their own form, utilize one provided by the employee's health care provider, or use the form provided in 2 CCR 11050 or 11097, as applicable.

For PDL, The Superintendent or designee shall request that the an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The

FAMILY CARE AND MEDICAL LEAVE (continued)

Superintendent or designee may request certification at some later date if **the Superintendent or designee he/she** has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 **calendar** days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

~~Note: Government Code 12940 and other provisions of the California Genetic Information Nondiscrimination Act of 2011 prohibit employers from requesting or requiring genetic information of employees or family members of employees unless specifically authorized by law. A district which believes that an employee's leave may require obtaining this information should consult with legal counsel.~~

~~The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.~~

Release to Return to Work

Note: The following **optional** section is for use by districts that choose to require a return-to-work certification and may be modified to list the specific positions for which certification is required. Pursuant to 2 CCR 11091, the district may require an employee to submit a return-to-work certification from **the employee's his/her** health provider, stating that **the employee he/she** is able to return to work. However, this requirement may only be made if the district has a uniformly applied practice of requiring such releases when employees return to work after illness, injury, or disability, **the any** fitness-for-duty examination is job related and consistent with business necessity, and the practice is not forbidden by its collective bargaining agreement. 2 CCR 11050 has similar requirements when an employee is returning to work after PDL.

FAMILY CARE AND MEDICAL LEAVE (continued)

Pursuant to 29 CFR 825.312, when the health care provider certifies that the employee is able to resume work, the district may also require the health care provider to address the employee's ability to perform the essential functions of the job. If such a requirement is imposed, then the district must provide the employee with a list of the **employee's** essential **job** functions **of his/her job** with the "designation notice"; see section entitled "Notifications" below.

Upon expiration of an employee's PDL or family care and medical leave taken for **the employee's his/her** own serious health condition, the employee shall present certification from the health care provider **of the employee's ability that he/she able** to resume work. The certification shall address the employee's ability to perform the essential **job** functions of **his/her job the position**.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Rights to Reinstatement

Note: Pursuant to Government Code 12945.2, 2 CCR 11043 and 11089, and 29 USC 2614, an employee on PDL or family care and medical leave has the right to be reinstated to the same or a comparable position **upon when he/she** returns from such leave. However, such an employee has no greater right to reinstatement or other benefits than **the employee he/she** would have if **he/she had been continuously employed employment had been continuous**. In addition, in certain situations described below, the district may be relieved of the obligation to reinstate an employee. **As amended by SB 1383, Government Code 12945.2 eliminates the district's authority to deny reinstatement of a "key employee" in certain situations.**

~~The process for determining whether an employee is a "key employee" to whom the guarantee of reinstatement would not apply requires a detailed analysis and specific notifications to the employee. Legal counsel should be consulted if the district intends to deny leave or reinstatement.~~

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

~~However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)~~

- ~~1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.~~
- ~~2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.~~

FAMILY CARE AND MEDICAL LEAVE (continued)

3. ~~The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.~~

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

The district may **also** refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, **he/she the employee** shall maintain **his/her employee** status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

Note: Pursuant to 2 CCR 11044 and 11092, the time that the district maintains and pays for group health coverage during PDL shall not be used to meet its obligation to pay for 12 weeks of group health coverage during leave taken under CFRA, even where the district designates the PDL as FMLA or CFRA leave. The entitlements to employer-paid group health coverage during PDL and during CFRA are two separate and distinct entitlements.

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before **the employee he/she** took the leave. The employee shall reimburse the district for premiums paid during the leave if **the employee he/she** fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond **the employee's his/her** control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

FAMILY CARE AND MEDICAL LEAVE (continued)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

Note: The following **optional** section reflects 29 USC 2611 and 2612 which authorize an eligible employee to take up to 12 work weeks of unpaid FMLA leave to attend to an "exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or on call to active duty status in the National Guard or Reserves, or is a member of the regular Armed Forces on deployment to a foreign country. **Pursuant to Government Code 12945.2, as amended by SB 1383, an employee may take unpaid leave under CFRA to attend to an exigency involving the employee's registered domestic partner.**

Pursuant to 29 CFR 825.200, an employee is entitled to 12 work weeks of qualifying exigency leave during each 12-month period established by the district; see section entitled "Terms of Leave" above. According to the U.S. Department of Labor's (DOL) DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee may take all 12 weeks of his/her FMLA leave entitlement as a qualifying exigency leave or take a combination of the 12 weeks of leave for both qualifying exigency leave and other FMLA leave, such as leave for a serious health condition.

~~Because CFRA does not cover similar leave, CFRA leave is not exhausted when utilizing military family leave.~~

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while his/her **the employee's** child, parent, ~~or~~ spouse, **or, for purposes of CFRA leave, registered domestic partner**, who is a military member is on covered active duty or on call to covered active duty status. (**Government Code 12945.2**; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, **for members of the Regular Armed forces**, duty during the deployment of a member of the regular Armed Forces to a foreign country ~~or~~ **and, for members of the Reserve components of the Armed forces**, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. **Deployment to a foreign county includes deployment to international waters.** (29 USC 2611; 29 CFR 825.126)

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Pursuant to 29 CFR 825.126, a "qualifying exigency" may include "any other events" agreed to by the district and the employee. As an example of such other event, DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers and the California Department of Human Resources' Questions and Answers - Military Family Leave - FMLA list leave to spend time with the military member either prior to or post deployment or to attend to household emergencies that would normally have been handled by the military member.

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 **calendar** days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: The district may require the employee to provide certification of the qualifying exigency containing the information specified in 29 CFR 825.309. A form has been developed by DOL for this purpose and is available on its web site.

The following paragraph is **optional** and should be deleted by those districts that do not require such documentation. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request certification from all employees requesting such leave.

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to use paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in the section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regards to FMLA/CFRA leave is also applicable to qualified exigency leave.

During the period of qualified exigency leave, the district's rule regarding an employee's use of **his/her** accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

Note: 29 USC 2612 and 29 CFR 825.127 authorize an eligible employee to take up to 26 work weeks of unpaid military caregiver leave, as defined below, during a single 12-month period. ~~As is the case with other FMLA leaves, only districts that employ at least 50 employees within 75 miles of the worksite where the employee requesting the leave is employed are required to grant the military caregiver leave; see the section entitled "Eligibility" above.~~ According to DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, if an employee does not use the entire 26-week entitlement in a single 12-month period, unused weeks cannot be carried over into another 12-month period. However, the employee may qualify for nonmilitary FMLA leave.

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, **son, daughter child**, parent, or

FAMILY CARE AND MEDICAL LEAVE (continued)

next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Note: Unlike the provisions for other FMLA/CFRA leave, 29 CFR 825.127 places no age limit on the definition of "~~son or daughter~~ **child**," as detailed below. In addition, 29 CFR 825.127 defines "next of kin" of a covered servicemember in relation to military caregiver leave.

~~Son or daughter~~ **Child** of a covered servicemember means the **covered servicemember's** biological, adopted, or foster child, stepchild, legal ward, or **a child of any age** for whom the covered servicemember stood in *loco parentis*, **and who is of any age**. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in *loco parentis* to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, **other than the spouse, parent, son, or daughter or child, unless or as** designated in writing by the covered servicemember. (29 USC 2611, 2612; **29 CFR 825.127**)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Note: 29 USC 2611 defines "serious injury or illness" for active members of the Armed Forces and for *veterans*, as provided below. Pursuant to 29 CFR 825.127, one of the four conditions listed in item #2 below must be present for a veteran's injury or illness to qualify as a "serious injury or illness" for the purpose of this leave.

FAMILY CARE AND MEDICAL LEAVE (continued)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered **the servicemember** ~~him/her~~ unable to perform the duties of **the servicemember's** ~~his/her~~ office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to **the servicemember's** ~~his/her~~ military service or that would do so but for treatment received by the veteran
 - d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

Note: As is the case for other types of FMLA/CFRA leave, 29 CFR 825.302 **and 825.303** requires the employee, when the need for the leave is foreseeable, to provide 30 days advance notice to the district before the leave is to begin.

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

Note: 29 CFR 825.310 authorizes the district to require employees to provide certification of the need for the leave, which is to be completed by an authorized health care provider of the covered servicemember.

FAMILY CARE AND MEDICAL LEAVE (continued)

The following paragraph is **optional**. In order to help avoid claims of discrimination, the district should generally treat all employees uniformly; thus, districts using this paragraph should request a medical certification from all employees requesting such leave.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

Note: Pursuant to 29 CFR 825.127, an employee may take up to a total of 26 work weeks of leave for both regular FMLA and military caregiver leave during the 12-month leave entitlement period. However, the employee may not take more than 12 weeks for regular FMLA leave. For example, according to DOL's Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers, an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks to care for a newborn and 10 weeks of military caregiver leave. If the leave qualifies as both military caregiver leave and leave to care for a family member with a serious health condition, 29 CFR 825.127 specifies that the district must first designate the leave as military caregiver leave.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other **family care and medical** leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

Note: Pursuant to 29 USC 2612 and 29 CFR 825.207, the district has the option to require or give employees discretion to substitute paid leave when taking FMLA/CFRA leave; see Options 1 and 2 in section entitled "Use/Substitution of Paid Leave" above. Whichever option is selected by the district with regard to FMLA/CFRA leave is also applicable to military caregiver leave.

During the period of military caregiver leave, the district's rule regarding an employee's use of **his/her** accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

Note: Both 29 CFR 825.300 and 2 CCR 11095 require employers to provide general notification to employees of their rights under the FMLA/CFRA as well as specific notifications when an employee has requested leave, as detailed below. 2 CCR 11049 contains similar notice requirements for PDL purposes. Samples of notices which describe an employee's rights are available on the web sites of the California Department of Fair Employment and Housing and the DOL.

FAMILY CARE AND MEDICAL LEAVE (continued)

Pursuant to 2 CCR 11095, the district must translate the notice into every language that is spoken by at least 10 percent of the district's employees at any facility.

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. **General Notice:** Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

Note: Pursuant to 2 CCR 11050 and 11091, a district may require an employee, when the need for the leave is foreseeable, to provide at least 30 days advance notice before the leave is to begin; see the section entitled "Request for Leave" above. 2 CCR 11049 and 11091 specify that districts requiring such notice from employees must give them "reasonable advance notice" of their obligation and that incorporation of the requirement into the general notice satisfies the "advance notice" requirement.

The following **optional** paragraph is for use by districts that require employees to provide advance notice.

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

2. **Eligibility Notice:** When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of ~~his/her~~ eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

FAMILY CARE AND MEDICAL LEAVE (continued)

Note: Item #3b below is for use by districts that require medical certification to the effect that the employee is able to resume work. See the section entitled "Release to Return to Work" above.

- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- ~~e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial~~
- f.e.** The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g.f.** The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of ~~his/her~~ receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

- 4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

FAMILY CARE AND MEDICAL LEAVE (continued)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

Note: 29 CFR 825.300 requires the designation notice to specify whether the district requires paid leave to be used during an otherwise unpaid family care and medical leave, whether the district requires an employee to present release to return to work certification, and whether that certification must address the employee's ability to perform the essential functions of the job. See the sections entitled "Use/Substitution of Paid Leave" and "Release to Return to Work" above. The following paragraph should be revised to reflect district practice.

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

Note: Government Code 12946, 29 USC 2616, and 29 CFR 825.500 require districts to maintain records of, among other things, applications, dates, and personnel and employment action related to family care and medical leave. Pursuant to 42 USC 2000ff-1, any individually identifiable genetic information possessed by the district must be treated as a confidential medical record of the employee involved.

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Legal Reference: (see next page)

FAMILY CARE AND MEDICAL LEAVE (continued)

Legal Reference:

EDUCATION CODE

44965 Granting of leaves of absence for pregnancy and childbirth

FAMILY CODE

297-297.5 Rights, protections, and benefits under law; registered domestic partners

300 Validity of marriage

GOVERNMENT CODE

12926 Fair employment and housing act, definitions

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

12945.6 Parental leave

12946 Fair Employment and Housing Act: discrimination prohibited

UNEMPLOYMENT INSURANCE CODE

3300-3308 Paid family leave

CODE OF REGULATIONS, TITLE 2

11035-11051 Sex discrimination: pregnancy, childbirth and related medical conditions

11087-110978 California Family Rights Act

UNITED STATES CODE, TITLE 1

7 Definition of marriage and spouse

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.702 Family and Medical Leave Act of 1993

COURT DECISIONS

United States v. Windsor, (2012~~3~~) 699 F.3d 169

Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act, Form WH-380-F

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

CALIFORNIA DEPARTMENT OF HUMAN RESOURCES PUBLICATIONS

Questions and Answers - Military Family Leave - FMLA

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Department of Human Resources: <https://www.calhr.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

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CSBA Sample Board Policy

Instruction

BP 6142.8(a)

COMPREHENSIVE HEALTH EDUCATION

Note: The following **optional** policy may be revised to reflect district practice.

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, **and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students.** The district's health education program shall be part of a coordinated school health system which supports the **physical, mental, and social** well-being of students and is linked to district and community services and resources.

(cf. 0415 - Equity)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 3514 - Environmental Safety)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3554 - Other Food Sales)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

(cf. 5137 - Positive School Climate)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.3 - Health Examinations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.5 - Mental Health)

(cf. 5141.52 - Suicide Prevention)

(cf. 5141.6 - School Health Services)

(cf. 5141.7 - Sun Safety)

(cf. 5142 - Safety)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.2 - Guidance/Counseling Services)

Note: ~~The federal Child Nutrition and Women, Infants and Children (WIC) Reauthorization Act of 2004 (42 USC 1758b)~~ requires each district participating in the National School Lunch program (42 USC 1751-1769j) or any program in the Child Nutrition Act of 1966, ~~including the School Breakfast Program~~ (42 USC 1771-~~1791~~ 1793), **including the School Breakfast Program**, to adopt a districtwide school wellness policy which includes goals for nutrition **promotion and education, education and physical activity, and other school-based activities that promote student wellness education.** See BP 5030 - Student Wellness for language fulfilling this mandate.

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition **promotion and education, and physical activity, and other school-based activities that promote student well-being.**

COMPREHENSIVE HEALTH EDUCATION (continued)*(cf. 0200 - Goals for the School District)**(cf. 5030 - Student Wellness)**(cf. 6142.7 - Physical Education and Activity)*

Note: The following **optional** paragraph should be revised as necessary to reflect grade levels offered by the district. Education Code 51210 requires that the adopted course of study for grades 1-6 include instruction in health, including instruction in the principles and practices of individual, family, and community health. Education Code 51202 requires that certain health-related topics be addressed at the appropriate elementary and secondary grade levels and in appropriate subject areas, as determined by the district.

Education Code 51934 requires that ~~students be~~ **districts** provide **comprehensive sexual health education and HIV/AIDS** prevention instruction, at least once in middle school or junior high school and at least once in high school, **by instructors trained in the appropriate courses. Education Code 51934 also authorizes, but does not require, districts to provide age-appropriate comprehensive sexual health education prior to grade 7 on any of the topics specified in Education Code 51934.** See AR 6143 - Courses of Study and BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction.

Additionally, Education Code 51900.6 authorizes districts to provide age-appropriate instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention pursuant to content standards developed by the State Board of Education (SBE), provided that students are allowed to be excused from such instruction upon the written request of their parents/guardians. SBE has not yet adopted content standards regarding sexual abuse and sexual assault awareness and prevention. Also see BP 5141.4 - Child Abuse Prevention and Reporting.

The Health Education Framework for California Public Schools, Kindergarten through Grade Twelve provides nonprescriptive instructional guidance and support to California teachers, administrators, curriculum specialists, other educators, and school boards for implementation of the voluntary health education standards, which include the following six content areas: nutrition and physical activity; growth, development, and sexual health; injury prevention and safety; alcohol, tobacco, and other drugs; mental, emotional, and social health; and personal and community health.

~~In March 2008, the State Board of Education adopted voluntary content standards for health education as required by Education Code 51210.8; see the accompanying administrative regulation. The state's Health Framework for California Public Schools, provides nonprescriptive guidance on the scope and sequence of the health curriculum.~~

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework **and integrated with other content areas of the district's curriculum.** The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

*(cf. 6011 - Academic Standards)**(cf. 6141 - Curriculum Development and Evaluation)**(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)**(cf. 6143 - Courses of Study)*

COMPREHENSIVE HEALTH EDUCATION (continued)

Note: The following **optional** paragraph may be revised to reflect district practice. Education Code 51890 defines a "comprehensive health education program" as one that includes community participation in the **teaching of health, including** classroom **participation by practicing professional health and safety personnel in the community.** Education Code 51891 defines "community participation" as **active including** participation **in the planning, implementation, and evaluation of comprehensive health education** by parents/guardians, practicing health care and public safety personnel, and public and private health care and service agencies **in the planning, implementation, and evaluation of the program.**

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

(cf. 1220 - Citizen Advisory Committees)

(cf. 1240 - Volunteer Assistance)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 6020 - Parent Involvement)

(cf. 6145.8 - Assemblies and Special Events)

(cf. 6162.8 - Research)

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, **the state curriculum framework,** and effective instructional methodologies.

(cf. 4131 - Staff Development)

Note: The following **optional** paragraph should be revised to reflect indicators agreed upon by the Governing Board and Superintendent for evaluating the district's health education program.

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, ~~and~~ student achievement of district standards for health education, **and the manner in which the district's health education program supports the physical, mental, and social well-being of students.**

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

COMPREHENSIVE HEALTH EDUCATION (continued)

Legal Reference:

EDUCATION CODE

- 8850.5 Family relationships and parenting education
 35183.5 Sun protection
 49413 First aid **and cardiopulmonary resuscitation** training
 49430-49434 Pupil Nutrition, Health and Achievement Act of 2001
 49490-49494 School breakfast and lunch programs
 49500-49505 School meals
 51202 Instruction in personal and public health and safety
 51203 Instruction on alcohol, narcotics and dangerous drugs
 51210 Areas of study; **grades 1-6**
 51210.8 State content standards for health education
 51220.5 Parenting skills; areas of instruction
51225.36 Sexual harassment and violence instruction; affirmative consent standard
51225.6 Compression-only cardiopulmonary resuscitation instruction
 51260-51269 Drug education
 51513 Personal beliefs; **exams, questionnaires, and surveys**
 51880-51881.5 Health education, legislative findings and intent
 51890-51891 Comprehensive health education programs **and community participation; definitions**
51900.6 Sexual abuse and sexual assault awareness and prevention
 51913 District health education plan
 51920 Inservice training, health education
 51930-51939 **California Healthy Youth Act**; Comprehensive sexual health and HIV/AIDS prevention education
67386 Affirmative consent; definition
CALIFORNIA CODE OF REGULATIONS, TITLE 5
 11800-11801 District health education plan
UNITED STATES CODE, TITLE 42
 1751-1769j National School Lunch Program, **especially:**
 1758b Local wellness policy
 1771-1793 Child nutrition programs, including National School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

- Why Schools Hold the Promise for Adolescent Mental Health, Governance Brief, May 2019**
The Impact of Marijuana Legalization on K-12: The Effect of Marijuana on the Brain, November 2018
Preventing Catastrophic Health Illness, Governance Brief, July 2018
Integrating Physical Activity into the School Day, April 2016
Promoting Healthy Relationships for Adolescents: Board Policy Considerations, August 2014
Asthma Management in the Schools, Policy Brief, March 2008
Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies Student Wellness Policy Implementation Monitoring Report and Guide, 2007-2012
Physical Education and California Schools, Policy Brief, rev. October 2007
Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, March 2007 November 2008
Asthma Management in the Schools, Policy Brief, March 2008

Management Resources continued: (see next page)

COMPREHENSIVE HEALTH EDUCATION (continued)*Management Resources: (continued)***CSBA PUBLICATIONS (continued)***Sun Safety in Schools, Policy Brief, July 2006**Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006***AMERICAN ASSOCIATION FOR HEALTH EDUCATION PUBLICATIONS***National Health Education Standards: Achieving Excellence, 2007-rev. November 2012***CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS***Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008**Health Education Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003 2019**Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008***HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS***California LGBTQ Youth Report, January 2019***WEB SITES**CSBA: <http://www.csba.org>American Association for Health Education: <http://www.aahperd.org>American School Health Association: <http://www.ashaweb.org>California Association of School Health Educators: <http://www.cashe.org>California Department of Education, Health Education: <http://www.cde.ca.gov/ci/he>California Department of Public Health: <http://www.cdph.ca.gov>California Healthy Kids Resource Center: <http://www.californiahealthykids.org>California Subject Matter Project, Physical Education-Health Project: <https://csmp.online>
<http://csmp.ucop.edu/epehp>Center for Injury Prevention Policy and Practice: <http://www.cipp.org>Centers for Disease Control and Prevention: <http://www.cdc.gov>**Human Rights Campaign Foundation: <https://www.hrc.org/>**National Center for Health Education: <http://www.nche.org>National Hearing Conservation Association: <http://www.hearingconservation.org>**Shape American Association for Society of Health and Physical Education: <http://www.aahperd.org> <https://www.shapeamerica.org>**

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CSBA Sample Administrative Regulation

Instruction

AR 6142.8(a)

COMPREHENSIVE HEALTH EDUCATION

Content of Instruction

Note: Items #1-6 below reflect six content areas delineated in the voluntary content standards for health education adopted by the State Board of Education (SBE) in March 2008. The district may revise the following list to reflect the topics to be addressed in the district's program.

The district's health education program shall include instruction at the appropriate grade levels in the following content areas:

1. Alcohol, tobacco, and other drugs

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

Note: Education Code 51934 requires that districts provide comprehensive sexual health education and HIV prevention instruction, at least once in middle school or junior high school and at least once in high school, by instructors trained in the appropriate courses. Education Code 51934 also authorizes, but does not require, districts to provide age-appropriate comprehensive sexual health education prior to grade 7 on any of the topics specified in Education Code 51934. See AR 6143 - Courses of Study and BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction.

Education Code 51900.6 authorizes districts to provide age-appropriate instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention pursuant to content standards developed by SBE, provided that students are allowed to be excused from such instruction upon the written request of their parents/guardians. SBE has not yet adopted content standards regarding sexual abuse and sexual assault awareness and prevention. Also see BP 5141.4 - Child Abuse Prevention and Reporting.

2. Human growth, development, and sexual health

*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention **Instruction Education**)*

Note: The optional paragraph under item #3 below includes examples of topics that are addressed in the state content standards within the content area of injury prevention and safety. In addition, pursuant to Education Code 51940, districts may, on a voluntary basis, use curricula distributed by the California Healthy Kids Resource Center that focuses on prevention of brain and spinal cord injuries.

3. Injury prevention and safety

COMPREHENSIVE HEALTH EDUCATION (continued)

Instruction related to injury prevention and safety may include, but is not limited to, first aid, protective equipment such as helmets, **prevention of brain and spinal cord injuries**, violence prevention, topics related to bullying and harassment, **emergency procedures**, and Internet safety.

- (cf. 0450 - Comprehensive Safety Plan)
 (cf. 3516 - Emergencies and Disaster Preparedness Plan)
 (cf. 3543 - Transportation Safety and Emergencies)
 (cf. 5131 - Conduct)
 (cf. 5138 - Conflict Resolution/Peer Mediation)
 (cf. 5141 - Health Care and Emergencies)
 (cf. 5142 - Safety)
 (cf. 5145.3 - Nondiscrimination/Harassment)
 (cf. 5145.7 - Sexual Harassment)
 (cf. 5145.9 - Hate-Motivated Behavior)
 (cf. 6145.2 - Athletic Competition)
 (cf. 6163.4 - Student Use of Technology)

4. Mental, emotional, and social health

- (cf. 5137 - Positive School Climate)
 (cf. 5141.5 - Mental Health)
 (cf. 5141.52 - Suicide Prevention)

5. Nutrition and physical activity

- (cf. 3550 - Food Service/Child Nutrition Program)
 (cf. 5030 - Student Wellness)
 (cf. 6142.7 - Physical Education and Activity)

Note: The **optional** paragraph under item #6 below includes examples of topics that are addressed in the state content standards within the content area of personal and community health.

6. Personal and community health

Instruction in personal and community health may include, but is not limited to, oral health, personal hygiene, sun safety, **vision and** hearing protection, transmission of germs and communicable diseases, symptoms of common health problems and chronic diseases **such as asthma and diabetes, emergency procedures**, and the effect of behavior on the environment.

- ~~(cf. 3516 - Emergencies and Disaster Preparedness Plan)~~
~~(cf. 5141 - Health Care and Emergencies)~~
 (cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
 (cf. 5141.22 - Infectious Diseases)
 (cf. 5141.23 - Asthma Management)
 (cf. 5141.7 - Sun Safety)

COMPREHENSIVE HEALTH EDUCATION (continued)

(cf. 5146 - Married/Pregnant/Parenting Students)
 (cf. 6142.5 - Environmental Education)

Note: Items #1-6 below combine eight "overarching standards" described in the state content standards as essential concepts and skills to be taught to students.

Within each of the above content areas, instruction shall be designed to assist students in developing:

1. An understanding of essential concepts related to enhancing health
2. The ability to analyze internal and external influences that affect health
3. The ability to access and analyze health information, products, and services

(cf. 5141.6 - School Health Services)

4. The ability to use interpersonal communication skills, decision-making skills, and goal-setting skills to enhance health
5. The ability to practice behaviors that reduce risk and promote health
6. The ability to promote and support personal, family, and community health

High School Health Education

Note: The following section is for use by districts that serve students in grades 9-12 and require a course in health education as a requirement for graduation from high school. Pursuant to Education Code 51225.36, districts that require a course in health education for graduation from high school must include instruction in sexual harassment and violence, including, but not limited to, the affirmative consent standard as defined in Education Code 67386. In addition, pursuant to Education Code 51225.6, districts that require a course in health education for graduation from high school must include instruction in performing compression-only cardiopulmonary resuscitation, as specified.

Whenever the Board requires a course in health education for graduation from high school, the district's high school health education course(s) shall include instruction in:

- 1. Sexual harassment and violence, including, but not limited to, the affirmative consent standard as defined in Education Code 67386. When delivering such instruction, teachers shall consult information related to sexual harassment and violence in the Health Education Framework for California Public Schools. (Education Code 51225.36)**

COMPREHENSIVE HEALTH EDUCATION (continued)

- 2. Compression-only cardiopulmonary resuscitation (CPR), which is based on national evidence-based emergency cardiovascular care guidelines for the performance of compression-only CPR and includes instruction relative to the psychomotor skills necessary to perform compression-only CPR. (Education Code 51225.6)**

(cf. 6146.1 - High School Graduation Requirements)

Exemption Students Excused from Health Instruction

Upon written request from a parent/guardian, a student shall be excused from any part of health instruction that conflicts with ~~his/her~~ **the student's** religious training and beliefs, including personal moral convictions. (Education Code 51240)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

Note: Pursuant to Education Code 51938, a student's parent/guardian has the right to excuse the student from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The district may not require active parental consent ("opt-in") for such purpose. The district's notice to parents/guardians regarding planned instruction for the school year in the area of comprehensive sexual health education and HIV prevention education must include notification of the right to excuse a student from such education by written request to the district. See BP/E 5145.6 - Parental Notifications and BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction.

The district shall excuse a student from instruction in comprehensive sexual health education and HIV prevention education if the student's parent/guardian requests in writing that the student be excused. (Education Code 51938)

(cf. 5145.6 - Parental Notifications)

(cf. 6145.8 - Assemblies and Special Events)

Note: Pursuant to Education Code 51900.6, districts that provide instruction in sexual abuse and sexual assault awareness and prevention are required to excuse students whose parent/guardian has made a written request. The following paragraph is for districts that provide instruction in sexual abuse and/or sexual assault awareness and prevention.

In addition, the district shall excuse a student from instruction in sexual abuse and/or sexual assault awareness and prevention if the student's parent/guardian requests in writing that the student be excused. (Education Code 51900.6)

Note: Pursuant to Education Code 51513, districts may not administer exams, surveys, or questionnaires containing questions about a student's or ~~his/her~~ **a student's** family's personal beliefs or practices in sex, family life, morality, and religion unless the student's parent/guardian **is notified in writing of such administration and** has provided prior written consent. See AR 5022 - Student and Family Privacy Rights.

COMPREHENSIVE HEALTH EDUCATION (continued)

The district shall not administer any exam, survey, or questionnaire which contains questions about the student's or the student's family's personal beliefs or practices in sex, family life, morality, or religion unless the student's parent/guardian has given written permission. Upon written request from a parent/guardian, a student shall be excused from any part of health instruction that conflicts with his/her religious training and beliefs, including personal moral convictions. (Education Code 51240-51513)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5022 - Student and Family Privacy Rights)

Note: Notwithstanding Education Code 51513, Education Code 51938 authorizes anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks, including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex, to students in grades 7-12. Parents/guardians have the right to excuse their child from such research and evaluations through a passive ("opt-out") process and may not be required to provide active ("opt-in") consent. The district is required to notify parents/guardians of the test, questionnaire, or survey to be administered, given the opportunity to review such research or evaluation tool, and notified of their right to excuse their child by making such request in writing to the district. The following paragraph is for use by districts that serve students in any of grades 7-12 and should be deleted by districts that do not serve such students.

However, the district may administer anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex, as long as parents/guardians are notified of the right to request in writing that the student be excused from participation. A student shall be excused from participating in any such research or evaluation tools if the student's parent/guardian requests in writing to excuse the student from participation. (Education Code 51938)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

(cf. 6145.8 - Assemblies and Special Events)

~~Students so excused shall be given an alternative educational activity.~~

Involvement of Health Professionals

Health care professionals, health care service plans, health care providers, and other entities participating in a voluntary initiative with the district are prohibited from communicating about a product or service in a way that is intended to encourage persons to purchase or use the product or service. However, the following activities may be allowed: (Education Code 51890)

COMPREHENSIVE HEALTH EDUCATION (continued)

1. Health care or health education information provided in a brochure or pamphlet that contains the logo or name of a health care service plan or health care organization, if provided in coordination with the voluntary initiative
2. Outreach, application assistance, and enrollment activities relating to federal, state, or county-sponsored health care insurance programs **if the activities are conducted in compliance with the statutory, regulatory, and programmatic guidelines applicable to those programs.**

(cf. 1325 - Advertising and Promotion)


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CSBA Sample Board Policy

Facilities

BP 7210(a)

FACILITIES FINANCING

The Governing Board recognizes its responsibility to identify the most cost-efficient and effective method of financing when purchasing or modifying district facilities. Financing may be necessary ~~When it is determined that school facilities must be built or expanded to accommodate an increased or projected increased enrollment, the Governing Board shall consider appropriate methods of financing for the purchase of school sites and the construction of buildings. In addition, financing may be needed~~ **or** when safety considerations and educational program improvements require the replacement, reconstruction, or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives and recommend to the Board the method **of funding** that ~~would~~ **will** best serve district needs as identified in the district's master plan for school facilities.

(cf. 7110 - Facilities Master Plan)

Note: The following list describes some of the facilities financing options available to school districts.

These fFunding alternatives may include, but **are** not be limited to:

1. Levying developer fees pursuant to Education Code 17620 and Government Code 65995-65998

(cf. 7211- Developer Fees)

2. Forming a community facilities district pursuant to Government Code 53311-53368.3, the Mello-Roos Community Facilities Act

(cf. 7212 - Mello-Roos Districts)

3. Forming a school facilities improvement district pursuant to Education Code 15300-15425

(cf. 7213 - School Facilities Improvement Districts)

4. Issuing voter-approved general obligation bonds

(cf. 7214 - General Obligation Bonds)

5. Imposing a **qualified** parcel tax pursuant to Government Code 50079

FACILITIES FINANCING (continued)

(cf. 3471 - Parcel Taxes)

6. Using lease revenues for capital outlay purposes from surplus school property

(cf. 3280 - Sale or Lease of District-Owned Real Property)

Note: Pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code 17070.10-17079.30), the State Allocation Board provides state per-pupil funding, including hardship funding, for new school facilities construction and school facilities modernization for applicant school districts.

7. **Applying for state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30)**

Note: Pursuant to Education Code 41024, districts that receive state facilities funding pursuant to the Leroy F. Greene School Facilities Act must annually report a detailed list of all expenditures of state funds and of the district's matching funds for completed projects until all funds are expended, and submit an audit of completed facilities projects within one year of project completion. As amended by SB 820 (Ch. 110, Statutes of 2020), Education Code 41024 requires the auditor to file the audit with the California State Controller, who will then provide a copy of the audit to the California Department of Education and notify the Office of Public School Construction of any audit findings and any identified amounts to be adjusted. See AR 3460 - Financial Reports and Accountability for more specific information about reporting and auditing requirements.

The district shall provide reports, maintain records, and provide for audits of the expenditure of state facilities funds as required by law and AR 3460 - Financial Reports and Accountability. (Education Code 41024)

(cf. 3460 - Financial Reports and Accountability)

Note: Government Code 8855 requires districts to adopt a debt management policy prior to issuing any debt, such as general obligation bonds. The policy must include (1) the purposes for which the debt proceeds may be used; (2) the types of debt that may be issued; (3) the relationship of the debt to, and integration with, the district's capital improvement program or budget, if applicable; (4) policy goals related to the district's planning goals and objectives; and (5) internal control procedures to ensure that the proceeds of the proposed debt issuance will be directed to the intended use. See BP 3470 - Debt Issuance and Management.

As applicable, the district shall comply with BP 3470 - Debt Issuance and Management.

(cf. 3470 - Debt Issuance and Management)

Legal Reference: (see next page)

FACILITIES FINANCING (continued)

Legal Reference:

EDUCATION CODE

15100-~~17059.2~~ **17199.6** School bonds, especially:
 15122.5 Ballot statement
 15300-15327 School facilities improvement districts
 17000-17059.2 State School Building Lease-Purchase Law of 1976
 17060-17066 Joint venture school facilities construction projects
 17070.10-~~17076.10~~ **17079.30** Leroy F. Greene School Facilities Act of 1998
 17085-~~17095~~ **17096** State Relocatable Classroom Law of 1979
 17582 District deferred maintenance fund
 17620-17626 Levies against development projects by school districts, especially:
 17621 Procedures for levying fees

41024 Accounting system and audits

GOVERNMENT CODE

6061 ~~One-time~~ **Manner of notice as prescribed in designated section**
 6066 Two weeks' notice
8855 Debt issuance and management
 50075-50077.5 Voter-approved special taxes
 50079 School districts; qualified special taxes
 53175-53187 Integrated Financing District Act
 53311-53368.3 Mello-Roos Community Facilities Act of 1982
 53753 Assessment notice and hearing requirements
 53753.5 Exemptions
 54954.1 **Mailing of agenda notice to property owners**
 54954.6 New or increased tax or assessment; public meetings and hearings; notice
 65864-~~65867~~ **65869.5** Development agreements
 65970-~~65980.1~~ **65981** School facilities development project
 65995-65998 Payment of fees against a development project
 66000-66008 Fees for development projects
 66016-~~66018.5~~ **66019** Development project fees
 66020-66025 Protests and audits

HEALTH AND SAFETY CODE

33445.5 Overcrowding of schools resulting from redevelopment
 33446 School construction by redevelopment agency

CALIFORNIA CONSTITUTION

Article 13D, Sections 1-6 Assessment and property related fee reform

UNCODIFIED STATUTES

~~17696-17696.98~~ **Greene Hughes School Building Lease-Purchase Bond Law of 1986**

CODE OF REGULATIONS, TITLE 2

1859-1859. ~~106199~~ School facility program

Legal Reference continued: (see next page)

FACILITIES FINANCING (continued)

Legal Reference: (continued)

COURT DECISIONS

Ehrlich v. City of Culver City (1996) 12 Cal.4th 854

Loyola Marymount University v. Los Angeles Unified School District (1996) 45 Cal.App.4th 1256

Ehrlich v. City of Culver City (1996) 12 Cal.4th 854

Dolan v. City of Tigard (1994) 114 S.Ct. 2309

Canyon North Co. v. Conejo Valley Unified School District (1993) 19 Cal.App.4th 243, 23 Cal.Rptr.2d 495

Garlic Development Co. v. Hayward Unified School District (1992) 3 Cal.App.4th 320, 4 Cal.Rptr.2d 897

Nollan v. California Coastal Commission (1987) 107 S.Ct. 3141

ATTORNEY GENERAL OPINIONS

79 *Ops.Cal.Atty.Gen.* 149 (1996)

Management Resources:

WEB SITES

California Department of Education: www.cde.ca.gov

California State Controller: www.sco.ca.gov

Department of General Services, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

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