

**AGENDA**  
**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT**  
**BOARD OF TRUSTEES**  
Board Room      1900 18th Avenue      4:00 p.m.  
Kingsburg, CA 93631  
November 14, 2016

1. CALL TO ORDER \_\_\_\_\_

2. SALUTE TO THE FLAG

3. ROLL CALL AND ESTABLISHMENT OF A QUORUM

Members Present \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Members Absent \_\_\_\_\_

\_\_\_\_\_

4. OTHERS PRESENT \_\_\_\_\_

5. APPROVAL OF AGENDA

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

6. PUBLIC COMMENT

**Public Comment**

*The Public Comment portion of the agenda provides an opportunity for the public to address the Governing Board on items within the Board's jurisdiction and which are not already on the agenda. The Board of Education is prohibited by law from taking action on matters discussed that are not on the agenda and no adverse conclusions should be drawn if the Board does not respond to public comments made at this time. Concerns will be referred to the Superintendent's office for review and response. Speakers should limit their comments to three (3) minutes. Twenty (20) minutes per issue will be allowed. Any person who wishes to speak during this time should rise and be recognized by the President. Speakers should state their name and the subject of their remarks. These time limits may be extended by action of the Board as necessary.*

**Board Room Accessibility:** *The Kingsburg Joint Union High School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability related modification or accommodation, including auxiliary aids or services to participate in the public meeting, please contact the Administrative Assistant to the Superintendent at 897-7721 at least 48 hours before the scheduled Board of Trustees meeting so that we may make every reasonable effort to accommodate you [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132.)]*

7. APPROVAL OF MINUTES

- 7.1 Special Meeting – October 10, 2016
- 7.2 Special Meeting – October 17, 2016
- 7.3 Regular Meeting – October 17, 2016
- 7.4 Special Meeting – October 19, 2016

**8. REPORTS**

- 8.1 Superintendent Report
- 8.2 Principal Report
- 8.3 Student Representative Report
- 8.4 Math Department Presentation

**9. ACTION**

9.1 Accounts Payable for October 2016 ..... 1

9.2 Interdistrict Permit Requests – 2016-17 ..... 15

9.3 KJUHS D Solar Power Operation Plan Services Contract: TerraVerde Renewable Partners ..... 17

9.4 CT Education Incentive Grant Capital Outlay – Aqueduct Aquaponics System ..... 30

9.5 2016-17 Agriculture Advisory Committee ..... 33

9.6 Non Represented Certificated Salary Increase ..... 36

9.7 Certificated Contract Agreement ..... 37

9.8 Resignation RSP Classroom Aide ..... 42

9.9 2016-17 First Interim Report (Upon Request) ..... 44

9.10 Resolution #R14-1617 KJUSHD Authorizing Issuance Sale General Obligation Bonds ..... 45

9.11 Resolution #R13-1617 Annual Organizational Meeting of the Board ..... 76

**10. DISCUSSION**

10.1 First Reading – Mandated Board Policy ..... 82

10.2 The College Readiness Block Grant Plan ..... 88

**11. WRITTEN INFORMATION**

11.1 Student Body Fund Report for October 2016 ..... 91

11.2 Suspension Report for October 2016 ..... 94

11.3 Quarterly Report October 2016 – Williams Uniform Complaints Procedure ..... 95

**12. CLOSED SESSION – Notice to Public** (Closed Session Items Covered by Law May Be Requested Or Called For As Per: Government Codes: 54954.3; 54956.7; 54956.8; 54956.86; 54956.9 (a), (b), (c); 54956.95; 54957; 54957.6; 54957.8 and Education Codes: 48900; 49070.)

12.1 Staff Personnel: R/C Classroom Aide ..... 96

12.2 KHS Coach – Head Varsity Baseball Coach ..... 102

12.3 Superintendent Evaluation – November 2016 – November 2017 ..... 123

From \_\_\_\_\_ to \_\_\_\_\_

**13. ACTION REPORTED OUT OF CLOSED SESSION, IF ANY**

**14. ITEMS FOR NEXT AGENDA**

None

**15. ADJOURNMENT** \_\_\_\_\_  
(Time)

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
Minutes of the Special Meeting of the Board of Trustees**

**PLACE AND DATE**

Board Room, Kingsburg High School, 1900 18<sup>th</sup> Avenue, Kingsburg, California,  
October 10, 2016.

**CALL TO ORDER**

The meeting was called to order at 3:33 p.m. by Mr. Brent Lunde, Clerk of the Board.

**MEMBERS PRESENT**

Mr. Brent Lunde  
Mr. Rick Jackson  
Mr. Steve Nagle

**MEMBERS ABSENT**

Mr. Mike Serpa  
Mr. Johnie Thomsen

**OTHERS PRESENT**

Mr. Randy Morris, Superintendent  
Other staff members, students, and citizens - list on file in the district office.

**APPROVAL OF AGENDA (M063-1617)**

Mr. Jackson moved to approve the agenda as presented.  
Mr. Nagle seconded the motion.

The motion carried unanimously; 3 ayes, 0 noes

**HEARING SESSION**

None

**BOARD ACTION****CONSIDERATION OF DISCIPLINE KAEC-01-1617 (M064-1617)**

Mr. Jackson moved to expel student KAEC-01-1617 for the remainder of the first semester and second semester of 2016-17. The expulsion will be placed in abeyance to allow attendance for the duration of the expulsion at KAEC.

Mr. Nagle seconded the motion.

The motion carried by roll call vote, 3 ayes; 0 noes.

**DISCUSSION**

None

**CLOSED SESSION**

From 3:33 p.m. to 4:34 p.m.

**ITEMS REPORTED OUT OF CLOSED SESSION**

None

**ADJOURNMENT (M065-1617)**

Mr. Nagle moved to adjourn the meeting at 4:35 p.m.

Mr. Jackson seconded the motion.

The motion carried: 3 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: absent

Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: absent

Minutes of the special meeting of October 10, 2016 are approved except for the following omissions, deletions or changes:

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**FOR BOARD ACTION:**

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_ Vote: \_\_\_\_\_

Minutes of the special meeting of October 10, 2016 are approved by action of the board.

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Mike Serpa  
President of the Board

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Brent Lunde  
Clerk of the Board

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
Minutes of the Special Meeting of the Board of Trustees**

**PLACE AND DATE**

Board Room, Kingsburg High School, 1900 18<sup>th</sup> Avenue, Kingsburg, California,  
October 17, 2016.

**CALL TO ORDER**

The meeting was called to order at 3:07 p.m. by Mr. Mike Serpa, President.

**MEMBERS PRESENT**

Mr. Mike Serpa  
Mr. Brent Lunde  
Mr. Rick Jackson  
Mr. Johnie Thomsen  
Mr. Steve Nagle

**MEMBERS ABSENT**

None

**OTHERS PRESENT**

Mr. Randy Morris, Superintendent  
Other staff members, students, and citizens - list on file in the district office.

**APPROVAL OF AGENDA (M066-1617)**

Mr. Jackson moved to approve the agenda as presented.  
Mr. Nagle seconded the motion.

The motion carried unanimously; 5 ayes, 0 noes

**PUBLIC COMMENT**

None

**DISCUSSION****CONTRACTOR INTERVIEW**

Rick Torres with American Modular Systems and Juan Gonzales with Gonzales Architect Services answered questions regarding prefabricated restroom facilities. The board inquired about size, materials, longevity and cost.

**CLOSED SESSION**

None

**ADJOURNMENT (M067-1617)**

Mr. Nagle moved to adjourn the meeting at 3:56 p.m.  
Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye  
Mr. Thomsen: Aye  
Mr. Jackson: Aye  
Mr. Lunde: Aye  
Mr. Serpa: Aye

Minutes of the special meeting of October 17, 2016 are approved except for the following omissions, deletions or changes:

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**FOR BOARD ACTION:**

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_ Vote: \_\_\_\_\_

Minutes of the special meeting of October 17, 2016 are approved by action of the board.

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Mike Serpa  
President of the Board

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Brent Lunde  
Clerk of the Board

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees

**PLACE AND DATE**

Kingsburg High School District Office, Kingsburg High School, 1900 18<sup>th</sup> Avenue, Kingsburg, California,  
October 17, 2016.

**CALL TO ORDER**

The meeting was called to order at 4:00 p.m. by Mr. Mike Serpa, President.

**MEMBERS PRESENT**

Mr. Mike Serpa, President  
Mr. Brent Lunde, Clerk  
Mr. Rick Jackson, Member  
Mr. Johnie Thomsen, Member  
Mr. Steve Nagle, Member

**MEMBERS ABSENT**

None

**OTHERS PRESENT**

Mr. Randy Morris, Superintendent  
Ms. Andrea Salvador, Business Manager  
Mr. Fred Cogan, Principal  
Mr. Ryan Phelan, Director Alternative Education  
Ms. Cindy Schreiner, Director Student Services  
Ms. Shari Jensen, Superintendent Assistant

Other staff members, students, and citizens – list on file in the district office.

**APPROVAL OF AGENDA (M068-1617)**

Mr. Lunde moved to approve the agenda as presented.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

**PUBLIC COMMENTS**

None

## **APPROVAL OF MINUTES**

### **REGULAR MEETING – SEPTMEBER 12, 2016 (M069-1617)**

Mr. Thomsen moved to approve the minutes of the regular meeting of September 12, 2016, with the following changes: pg.4 – 9.8, pg. 6 – 9.16 & 9.17 Lunde No and Jackson Yes. Pg. 5 – 9.12: Lunde No from a Yes, as presented in 7.1 of the supporting documents.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

## **STUDENT REPRESENTATIVE'S REPORT**

- Fun activities at school lately.
  - Dance was good.
  - Pink Out Day held last Friday by Ribbons of Hope for cancer awareness.
  - Student Body Section at the football games is awesome this year with lots of school spirit.
- Board member question: How are the 1:1 devices going? Answer Student Rep: Feedback is good from the students, with the only complaint being so much more to carry: backpacks, books and devices.
- Question by Board member as to when textbooks will be placed as digital content on devices, to lighten the load? Answer: Principal Fred Cogan - Text books will be faded out in time, with all content migrated to devices. Kingsburg High School will be moving in this direction which will entail future discussions on content and cost.

## **SUPERINTENDENT'S REPORT**

- Prop 39 Energy Efficiency Project is closed. HVAC complete. Final punch list and walk through October 20, Thursday.
- DSA Timing/Request for switch on Administrators Building
- At November board meeting will be seeking permission from the Board to sell the remaining 8 million in bonds this January. Doing so will let KJUSHD move forward on additional projects: New covered work areas for the Agriculture and Auto buildings with possible inclusion of additional solar capabilities; Maintenance Shop Upgrades; Flat work on campus; Solar buyout.
- Solar Contract - TerraVerde Renewables: Contract not ready for the board today, will hopefully be presented at the November board meeting. Terra Verde will assist us in the transition to ownership of our solar equipment and provide a variety of services necessary for function and efficiency.

## **PRINCIPAL'S REPORT**

- Fresno Fair FFA Results
  - FFA - 85 students participating from Kingsburg High School.
  - In all, 8 awarded in 3 categories: Champion Meat Rabbit; Market Sheep; Market Hogs.
- Visalia Band Invitational Outcomes for Kingsburg High School Marching Band:
  - Parade Sweepstakes
  - Field Show Music Sweepstakes
  - First Place Field Show
  - High Color Guard (Field Show)
  - High Visual Performance (Field Show)



- High General Effect (Field Show)
- 2<sup>nd</sup> Place Color Guard Overall (Parade)
- 3<sup>rd</sup> Place Drum Major Overall (Parade)

### **PHYSICAL EDUCATION DEPARTMENT PRESENTATION**

- Dave Wilson Presenter
  - Athletic Conditioning Class
    - Physical education department is very excited to be providing the Athletic Conditioning class for our students, especially, the student athletes. The conditioning prepares athletes both physically and mentally for their field of sport.
    - With the newly revamped workout gym and first class facilities, class participation has been increasing.
  - Co-Ed Physical Education/Weight Training – Early Bird Class
    - Option for students to take physical education before school, or condition for a sport. This class meets the graduation requirement for physical education.

### **BOARD ACTION**

#### **BILLS PAID SEPTEMBER 2015 (M070-1617)**

Mr. Jackson moved to approve the bills paid for September 2016 as presented in 9.1 of the supporting documents.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle:

Mr. Thomsen:

Mr. Jackson:

Mr. Lunde:

Mr. Serpa:

#### **INTERDISTRICT TRANSFERS**

9.2 moved to closed session

#### **RESOLUTION #R12-1617 ADOPTING DEVELOPMENT FEES (M071-1617)**

Mr. Jackson moved to approve Resolution R12-1617 Adopting Development Fees on Residential and Commercial and Industrial Development to Fund the Construction or Reconstruction of School Facilities as presented in 9.3 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

#### **RESIGNATION UTILITY WORKER – DUSTIN MONTALVO (M072-1617)**

Mr. Lunde moved to approve the resignation of Dustin Montalvo as a Utility Worker for the Kingsburg Joint Union High School District for the 2016-17 school year as presented in 9.4 of the supporting documents.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

**AGRICULTURE DEPARTMENT OVERNIGHT TRIPS FOR 2016-17 SCHOOL YEAR (M073-1617)**

Mr. Jackson moved to approve the Agriculture Overnight Trips as presented in 9.5 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: No

Mr. Serpa: Aye

**AMBASSADORS FOR COMPASSION VOLUNTEERS FOR 2016-17 (M074-1617)**

Mr. Jackson moved to approve the Ambassadors for Compassion Volunteers for the 2016-17 school year as presented in 9.6 of the supporting documents.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

**GIRLS' SOCCER OVERNIGHT TRIP (M075-1617)**

Mr. Jackson moved to approve the Girls' Soccer Overnight Trip to Monterey, California, on December 16 – 17, 2016 as presented in 9.7 of the supporting documents.

Mr. Nagle seconded the motion.

The motion carried: 4 ayes; 1 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: No

Mr. Serpa: Aye

**PARENT REP. FRESNO COUNTY SELPA COMMUNITY ADVISORY COMMITTEE (M076-1617)**

Mr. Lunde moved to approve Franci Ramirez as Kingsburg Joint Union High School District's parent representative to the Fresno County SELPA (Special Education Local Plan Areas) Community Advisory Committee for a two year term as presented in 9.8 of the supporting document.

Mr. Jackson seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

**RESIGNATION R/C CLASSROOM INSTRUCTIONAL AIDE (M077-1617)**

Mr. Jackson moved to approve the resignation of Courtney Chavez as an R/C Classroom Instructional Aide for the Kingsburg Joint Union High School District for the 2016-17 school year as presented in 9.9 of the supporting documents.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

**SOLAR POWER OPERATION PLAN SERVICES CONTRACT – TERRAVERDE (No Motion)**

9.10 tabled. Contract not ready.

**SINGLE PLAN FOR STUDENT ACHIEVEMENT & SCHOOL WIDE PLAN 2016-17 (M078-1617)**

Mr. Nagle moved to approve the Single Plan for Student Achievement and School Wide Plan 2016-17 for Kingsburg High School as presented in 9.11 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

**GIRLS' SOFTBALL TEAM VOLUNTEER (M079-1617)**

Mr. Nagle moved to approve Summer Hernandez as a volunteer for the Girls' Softball Team for the 2016-17 school year as presented in 9.12 of the supporting document.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

**DISCUSSION****10.1 Naming the Kingsburg High School Bowl**

Discussion as to the process for Kingsburg Joint Union High School District to move forward with criteria for naming the high school bowl or other sites on campus. Board would like to set up a committee to form a policy and decision making framework for naming specific District locations.

**10.2 Kingsburg High School Dance Policy**

Request from the community to allow former Kingsburg Joint Union High School students to attend all dances at Kingsburg High School. Board and Superintendent agreed to keep the dance policy as stated in the Parent Student Handbook, (available upon request).

**WRITTEN INFORMATION****STUDENT BODY FUNDS REPORT**

The Board noted the ASB Fund Reports for September 2016 as presented in 11.1 of the supporting documents.

**SUSPENSION REPORT – SEPTEMBER 2016**

The Board noted the suspension report for Kingsburg High School and Oasis High School for September 2016 as presented in 11.2 of the supporting document.

**CLOSED SESSION****UTILITY WORKER (M080-1617)**

Mr. Nagle moved to approve Eric Erling as a full-time Utility Worker for the Kingsburg Joint Union High School District for the 2016-17 school year as presented in 12.1 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

**WINTER COACHES FOR THE 2016-17 SCHOOL YEAR (M081-1617)**

Mr. Nagle moved to approve the Winter Coaches for the 2016-17 school year as presented in 12.2 of the supporting document.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

**INTERDISTRICT TRANSFERS (M082-1617)**

Mr. Nagle moved to approve the Interdistrict Transfer for the 2016-17 school year as presented in 9.2 of the supporting documents.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

The Board met in closed session from 4:52 p.m. to 5:41 p.m.

**ITEMS REPORTED OUT OF CLOSED SESSION**

None

**ADJOURNMENT (M083-1617)**

Mr. Nagle moved to adjourn the meeting at 5:42 p.m.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: Aye

Mr. Jackson: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Minutes of the regular meeting of October 17, 2016 are approved except for the following omissions, deletions or changes:

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**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_

Minutes of the regular meeting of October 17, 2016 are approved by action of the board.

\_\_\_\_\_  
Mike Serpa  
President of the Board

\_\_\_\_\_  
Brent Lunde  
Clerk of the Board

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
Minutes of the Special Meeting of the Board of Trustees**

**PLACE AND DATE**

Board Room, Kingsburg High School, 1900 18<sup>th</sup> Avenue, Kingsburg, California,  
October 19, 2016.

**CALL TO ORDER**

The meeting was called to order at 8:30 a.m. by Mr. Mike Serpa, President.

**MEMBERS PRESENT**

Mr. Mike Serpa  
Mr. Brent Lunde  
Mr. Rick Jackson (8:35 a.m.)  
Mr. Johnie Thomsen  
Mr. Steve Nagle

**MEMBERS ABSENT**

Mr. Brent Lunde starting at 12:00 p.m.  
Mr. Thomsen starting at 12:00 p.m.

**OTHERS PRESENT**

Mr. Randy Morris, Superintendent  
Mr. Ryan Walterman  
Mr. Thom Sembritzki  
Other staff members, students, and citizens - list on file in the district office.

**APPROVAL OF AGENDA (M084-1617)**

Mr. Nagle moved to approve the agenda as presented.  
Mr. Thomsen seconded the motion.  
The motion carried unanimously; 4 ayes, 0 noes

**PUBLIC COMMENT**

None

**BOARD ACTION****CONSIDERATION OF DISCIPLINE KHS-02-1617 (M085-1617)**

Mr. Lunde moved to expel student KHS-02-1617 for the remainder of the first semester and second semester of 2016-17. The expulsion will be placed in abeyance to Kingsburg Alternative Education Center for the duration of the expulsion.  
Mr. Jackson seconded the motion.  
The motion carried by roll call vote, 5 ayes; 0 noes.

**CONSIDERATION OF DISCIPLINE KHS-05-1617**

No Action Taken

**CONSIDERATION OF DISCIPLINE KHS-03-1617 (M086-1617)**

Mr. Lunde moved to fully expel student KHS-03-1617 for the remainder of the first semester and second semester of 2016-17.  
Mr. Jackson seconded the motion.  
The motion carried by roll call vote, 5 ayes; 0 noes.

**CONSIDERATION OF DISCIPLINE KHS-04-1617 (M087-1617)**

Mr. Jackson moved to fully expel student KHS-04-1617 for the remainder of the first semester and placed in abeyance at Kingsburg Alternative Education Center for the second semester of 2016-17.  
Mr. Nagle seconded the motion.  
The motion carried by roll call vote, 3 ayes; 0 noes; 2 Absent

**DISCUSSION**

None

**CLOSED SESSION**

From 8:35 a.m. to 9:26 a.m.

From 9:38 a.m. to 10:10 a.m.

From 10:34 a.m. to 11:03 a.m.

From 12:02 p.m. to 12:49 p.m.

**ITEMS REPORTED OUT OF CLOSED SESSION**

None

**ADJOURNMENT (M088-1617)**

Mr. Nagle moved to adjourn the meeting at 12:55 p.m.

Mr. Jackson seconded the motion.

The motion carried 3 ayes; 0 noes;

Mr. Nagle: Aye

Mr. Thomsen: absent

Mr. Jackson: Aye

Mr. Lunde: absent

Mr. Serpa: Aye

Minutes of the special meeting of October 19, 2016 are approved except for the following omissions, deletions or changes:

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

**FOR BOARD ACTION:**

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_ Vote: \_\_\_\_\_

Minutes of the special meeting of October 19, 2016 are approved by action of the board.

\_\_\_\_\_  
Mike Serpa  
President of the Board

\_\_\_\_\_  
Brent Lunde  
Clerk of the Board

**ISSUE:** Presentation of Accounts Payable for the month of October 2016.

**ACTION:** Presentation of Accounts Payable for the month of October.

**RECOMMENDATION:** Recommend approval.

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_



**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
 ACCOUNTS PAYABLE BOARD REPORT  
 Issue Date: 10/01/2016 thru 10/31/2016  
 Regular Meeting November 14, 2016**

**0100-General Fund**

| Vendor                      | Warrant No | Reference | Description          | Fu---Re---Y-Gl---Fn---Ob----Si--Dp     | Amount                        |
|-----------------------------|------------|-----------|----------------------|--|-------------------------------|
| 12-ACSA                     | 511960450  | PO-170006 | ANNUAL DUES          | 0100-00000-0-0000-7150-530000-000-9978 | 550.99                        |
|                             |            |           |                      |  | <b>Warrant Total:</b> 550.99  |
|                             |            |           |                      |  | <b>Vendor Total:</b> 550.99   |
| 1253-AMAZON.COM LLC         | 511964437  | PO-170278 | SUPPLIES-TECHNOLOGY  | 0100-00000-0-1110-2420-430000-001-0000 | 62.31                         |
|                             |            |           | SUPPLIES-TECHNOLOGY  | 0100-00000-0-1110-2420-430000-001-0000 | 73.52                         |
|                             |            |           | SUPPLIES-REGISTRAR   | 0100-00000-0-1110-1000-430000-001-0000 | 143.39                        |
|                             |            |           | SUPPLIES-TECHNOLOGY  | 0100-00000-0-1110-1000-430000-001-2017 | 32.90                         |
|                             |            |           | SUPPLIES-MAIN OFFICE | 0100-00000-0-1110-1000-430000-001-0000 | 41.12                         |
|                             |            |           |                      | <b>Warrant Total:</b> 353.24           |                               |
|                             |            |           |                      |  | <b>Vendor Total:</b> 353.24   |
| 1766-AT&T                   | 511961561  | PO-170081 | PHONES-896           | 0100-00000-0-1110-1000-590004-001-0000 | 147.18                        |
|                             |            |           |                      |  | <b>Warrant Total:</b> 147.18  |
|                             |            |           |                      |  | <b>Vendor Total:</b> 147.18   |
| 61-AUTOMATED OFFICE SYSTEMS | 511960451  | PO-170007 | COPIER MAINT-AG      | 0100-70100-0-3800-1000-560007-001-0000 | 78.06                         |
|                             |            |           | COPIER MAINT-AG      | 0100-35500-0-3800-1000-560007-001-0000 | 78.06                         |
|                             |            |           | COPIER MAINT-IS      | 0100-00000-0-3300-8100-560007-002-0000 | 142.85                        |
|                             |            |           |                      | <b>Warrant Total:</b> 298.97           |                               |
|                             |            |           |                      |  | <b>Vendor Total:</b> 298.97   |
| 66-BANNER PEST CONTROL      | 511964438  | PO-170354 | TREATMENT            | 0100-81500-0-0000-8100-550006-000-0000 | 525.00                        |
|                             |            |           |                      |  | <b>Warrant Total:</b> 525.00  |
|                             |            |           |                      |  | <b>Vendor Total:</b> 525.00   |
| 84-BMI EDUCATIONAL SERVICES | 511962570  | PO-170282 | TEXTBOOKS-ENGLISH    | 0100-00000-0-1110-1000-410000-001-0000 | 304.75                        |
|                             |            |           |                      |  | <b>Warrant Total:</b> 304.75  |
|                             |            |           |                      |  | <b>Vendor Total:</b> 304.75   |
| 2334-BUNNEL, ANDREW         | 511965302  | PO-170376 | CALSTRS EXCESS       | 0100-00010-0-0000-0000-951100-000-0000 | 2.89                          |
|                             |            |           |                      |  | <b>Warrant Total:</b> 2.89    |
|                             |            |           |                      |  | <b>Vendor Total:</b> 2.89     |
| 501-BUSINESS CARD           | 511960452  | PO-170185 | SUPPLIES-GENERAL     | 0100-00000-0-1110-1000-430000-001-0000 | 389.55                        |
|                             |            |           | SUPPLIES-CONCS       | 0100-14000-0-1135-4200-430000-001-0000 | 49.51                         |
|                             |            |           | CMC NORTH-LODGING    | 0100-62640-0-1110-1000-520000-001-0000 | 383.44                        |
|                             |            |           | CMC NORTH-LODGING    | 0100-62640-0-1110-1000-520000-001-0000 | 383.44                        |
|                             |            |           | CMC NORTH-LODGING    | 0100-62640-0-1110-1000-520000-001-0000 | 562.34                        |
|                             |            |           | NATIONAL FFA CONV.   | 0100-35500-0-3800-1000-520000-001-0000 | 345.10                        |
|                             |            |           | NATIONAL FFA CONV.   | 0100-70100-0-3800-1000-520000-001-0000 | 345.10                        |
|                             |            |           | CREDIT               | 0100-00000-0-0000-7150-580000-000-0000 | (1.00)                        |
|                             |            |           | FEE                  | 0100-00000-0-0000-7150-580000-000-0000 | 8.88                          |
|                             |            |           |                      | <b>Warrant Total:</b> 2,466.36         |                               |
|                             |            |           |                      |  | <b>Vendor Total:</b> 2,466.36 |

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| 107-BUSWEST-FRESNO                 | 511962572 | PO-170319       | SUPPLIES-TRANS.                        | 0100-00000-0-1110-3600-560005-001-0000 | 116.97                |
|                                    |           | PO-170320       | SUPPLIES-TRANS.                        | 0100-00000-0-1110-3600-560005-001-0000 | 214.36                |
|                                    |           |                 |  | <b>Warrant Total:</b>                  | <b>331.33</b>         |
| 511965303                          | PO-170357 | SUPPLIES-TRANS. | 0100-00000-0-1110-3600-430024-001-0000 | 82.44                                  |                       |
|                                    |           |                 |  | <b>Warrant Total:</b>                  | <b>82.44</b>          |
|                                    |           |                 |  | <b>Vendor Total:</b>                   | <b>413.77</b>         |
| 102-CAL POLY STATE UNIVERSITY      | 511960453 | PO-170269       | PROFESSIONALS INSTITUTE                | 0100-35500-0-3800-1000-520000-001-0000 | 62.50                 |
|                                    |           | PO-170269       | VAZ                                    | 0100-70100-0-3800-1000-520000-001-0000 | 62.50                 |
|                                    |           |                 |  | <b>Warrant Total:</b>                  | <b>125.00</b>         |
|                                    |           |                 |  | <b>Vendor Total:</b>                   | <b>125.00</b>         |
| 2126-CARNEGIE LEARNING             | 511964439 | PO-170297       | SUPPLIES-OASIS                         | 0100-63000-0-1110-1000-430000-002-0000 | 216.92                |
|                                    |           |                 |  |  | <b>Warrant Total:</b> |
|                                    |           |                 |  | <b>Vendor Total:</b>                   | <b>216.92</b>         |
| 128-CCEA MODEL SCHOOLS PROGRAM     | 511963569 | PO-170340       | MODEL HIGH SCHOOL                      | 0100-00000-0-3200-1000-530000-002-0000 | 400.00                |
|                                    |           |                 |  |  | <b>Warrant Total:</b> |
|                                    |           |                 |  | <b>Vendor Total:</b>                   | <b>400.00</b>         |
| 130-CDW GOVERNMENT INC.            | 511967934 | PO-170324       | SUPPLIES-TECHNOLOGY                    | 0100-63000-0-1110-1000-430000-001-0000 | 2,506.45              |
|                                    |           |                 |  | 0100-00000-0-1110-2420-430000-001-0000 | 800.04                |
|                                    |           |                 |  | 0100-63870-6-3800-1000-430000-001-0000 | 200.01                |
|                                    |           |                 |  | <b>Warrant Total:</b>                  | <b>3,506.50</b>       |
|                                    |           |                 |  | <b>Vendor Total:</b>                   | <b>3,506.50</b>       |
| 979-CENTRAL VALLEY LOCK & SAFE     | 511963570 | PO-170339       | REPAIRS-MAINT                          | 0100-81500-0-0000-8100-560019-000-0000 | 125.00                |
|                                    |           |                 |  |  | <b>Warrant Total:</b> |
|                                    |           |                 |  | <b>Vendor Total:</b>                   | <b>125.00</b>         |
| 1464-CENTRAL VALLEY SWEEPING LLC   | 511961562 | PO-170008       | SWEEPING                               | 0100-00000-0-0000-8200-580036-000-0000 | 400.00                |
|                                    |           |                 |  |  | <b>Warrant Total:</b> |
|                                    |           |                 |  | <b>Vendor Total:</b>                   | <b>400.00</b>         |
| 142-CHEVRON & TEXACO BUSINESS CARD | 511967013 | PO-170009       | FUEL                                   | 0100-00000-0-1110-3600-430009-001-9957 | 98.00                 |
|                                    |           |                 |  |  | <b>Warrant Total:</b> |
|                                    |           |                 |  | <b>Vendor Total:</b>                   | <b>98.00</b>          |
| 149-CITY OF KINGSBURG              | 511960454 | PO-170011       | POLICE SERVICES                        | 0100-14000-0-1135-4200-580029-001-0000 | 402.55                |
|                                    |           |                 |  |  | <b>Warrant Total:</b> |
| 150-CITY OF KINGSBURG              | 511961563 | PO-170012       | UTILITIES-IS                           | 0100-00000-0-3300-8100-550009-002-0000 | 330.00                |
|                                    |           |                 |  | 0100-00000-0-3200-8100-550009-002-0000 | 330.00                |
|                                    |           |                 |  | 0100-00000-0-0000-8200-550009-000-0000 | 8,068.00              |
|                                    |           |                 |  | <b>Warrant Total:</b>                  | <b>8,728.00</b>       |

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| 149-CITY OF KINGSBURG             | 511967935 | PO-170011 | POLICE SERVICES     | 0100-14000-0-1135-4200-580029-001-0000 | 217.05           |
|                                   |           |           |                     | <b>Warrant Total:</b>                  | <b>217.05</b>    |
| 1318-CITY OF KINGSBURG            | 511967936 | PO-170400 | QUARTERLY POOL      | 0100-00000-0-8100-5100-580000-000-9966 | 10,021.66        |
|                                   |           |           |                     | <b>Warrant Total:</b>                  | <b>10,021.66</b> |
|                                   |           |           |                     | <b>Vendor Total:</b>                   | <b>19,369.26</b> |
| 2107-COMCAST CORPORATION          | 511963571 | PO-170038 | INTERNET SERVICE    | 0100-14000-0-1110-1000-590008-001-0000 | 680.85           |
|                                   |           |           |                     | <b>Warrant Total:</b>                  | <b>680.85</b>    |
|                                   |           |           |                     | <b>Vendor Total:</b>                   | <b>680.85</b>    |
| 166-COMPREHENSIVE YOUTH SERVICES  | 511962573 | PO-170231 | STUDENT ASSISTANCE  | 0100-00000-0-1110-1000-580000-000-0008 | 4,639.04         |
|                                   |           |           |                     | <b>Warrant Total:</b>                  | <b>4,639.04</b>  |
|                                   |           |           |                     | <b>Vendor Total:</b>                   | <b>4,639.04</b>  |
| 1524-CRASS, PATTI                 | 511960455 | PO-170299 | REIMB-AVID CONF     | 0100-30100-0-1110-1000-520002-001-1700 | 321.30           |
|                                   |           |           |                     | <b>Warrant Total:</b>                  | <b>321.30</b>    |
|                                   |           |           |                     | <b>Vendor Total:</b>                   | <b>321.30</b>    |
| 1231-CUMMINS PACIFIC LLC          | 511960456 | PO-170288 | REPAIRS-TRANS.      | 0100-00000-0-1110-3600-560005-001-0000 | 619.20           |
|                                   |           | PO-170288 | REPAIRS-TRANS.      | 0100-00000-0-1110-3600-560005-001-0000 | 362.17           |
|                                   |           |           |                     | <b>Warrant Total:</b>                  | <b>981.37</b>    |
|                                   |           |           |                     | <b>Vendor Total:</b>                   | <b>981.37</b>    |
| 2331-DBA: BRINER & SON LANDSCAPE  | 511964440 | PO-170350 | REPAIRS-MOWER       | 0100-81500-0-0000-8100-560019-000-0000 | 3,850.00         |
|                                   |           |           |                     | <b>Warrant Total:</b>                  | <b>3,850.00</b>  |
|                                   |           |           |                     | <b>Vendor Total:</b>                   | <b>3,850.00</b>  |
| 1790-DBA: GOLDEN STATE MECHANICAL | 511965304 | PO-170363 | REPAIRS-HVAC        | 0100-81500-0-0000-8100-560019-000-0000 | 1,024.16         |
|                                   |           |           |                     | <b>Warrant Total:</b>                  | <b>1,024.16</b>  |
|                                   |           |           |                     | <b>Vendor Total:</b>                   | <b>1,024.16</b>  |
| 2063-DBA: INTEGRATIVE BRAND       | 511963572 | PO-170114 | WEB SUPPORT         | 0100-00000-0-1110-2420-560049-001-0000 | 270.00           |
|                                   |           |           |                     | <b>Warrant Total:</b>                  | <b>270.00</b>    |
|                                   |           |           |                     | <b>Vendor Total:</b>                   | <b>270.00</b>    |
| 2096-DBA: PROACTIVE K-9's         | 511960457 | PO-170023 | CANINE DETECTION    | 0100-00000-0-1110-1000-580000-001-3107 | 250.00           |
|                                   |           |           |                     | <b>Warrant Total:</b>                  | <b>250.00</b>    |
|                                   |           |           |                     | <b>Vendor Total:</b>                   | <b>250.00</b>    |
| 2167-DBA: SEBASTIAN               | 511960458 | PO-170024 | SECURITY MONITORING | 0100-81500-0-0000-8100-560001-000-0000 | 29.95            |
|                                   |           |           |                     | <b>Warrant Total:</b>                  | <b>29.95</b>     |
|                                   |           |           |                     | <b>Vendor Total:</b>                   | <b>29.95</b>     |

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|-------------------------------------|-----------|-----------|---------------------|--|------------------|
| 2057-DBA: TEAMTALK NETWORK          | 511967014 | PO-170111 | DISPATCH RADIOS     | 0100-00000-0-1110-3600-590003-001-0000 | 199.92           |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | <b>199.92</b>    |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | <b>199.92</b>    |
| 2212-DBA: THE BASIX LLC             | 511964441 | PO-170349 | SUPPLIES-BLOCK "K"  | 0100-00000-0-1110-1000-430000-001-0000 | 1,520.39         |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | <b>1,520.39</b>  |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | <b>1,520.39</b>  |
| 1715-DBA: U.S. BANK EQUIPMENT       | 511960459 | PO-170084 | COPIER LEASE-LIB    | 0100-00000-0-1110-2420-560008-001-0000 | 218.45           |
|                                     |           | PO-170084 | COPIER LEASE-OASIS  | 0100-00000-0-3200-8100-560008-002-0000 | 185.59           |
|                                     |           | PO-170084 | COPIER LEASE-DIST   | 0100-00000-0-0000-7150-560008-000-0000 | 130.96           |
|                                     |           | PO-170084 | COPIER LEASE-KHS    | 0100-14000-0-1110-1000-560008-001-0000 | 971.74           |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | <b>1,506.74</b>  |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | <b>1,506.74</b>  |
| 835-DBA: VILLAGE TIRE SALES         | 511967015 | PO-170215 | SUPPLIES-TRANS.     | 0100-00000-0-1110-3600-430021-001-0000 | 1,215.79         |
|                                     |           | PO-170215 | SUPPLIES-TRANS.     | 0100-00000-0-1110-3600-430021-001-0000 | 2,438.08         |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | <b>3,653.87</b>  |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | <b>3,653.87</b>  |
| 2237-DBA:SIERRA PACKAGING SOLUTIONS | 511967016 | PO-170369 | SUPPLIES-JANITORIAL | 0100-00000-0-0000-8200-430006-000-0000 | 182.20           |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | <b>182.20</b>    |
|                                     | 511967937 | PO-170298 | SUPPLIES-MAINT      | 0100-00000-0-0000-8200-430006-000-0000 | 95.24            |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | <b>95.24</b>     |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | <b>277.44</b>    |
| 2041-ENFINITY CENTRALVAL7 KJUHSD    | 511961564 | PO-170013 | SOLAR               | 0100-00000-0-0000-8200-550001-000-0005 | 10,558.29        |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | <b>10,558.29</b> |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | <b>10,558.29</b> |
| 1261-ENNS, MIKE                     | 511960460 | PO-170014 | COMPUTER SERVICES   | 0100-00000-0-1110-2420-580000-001-0037 | 4,205.63         |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | <b>4,205.63</b>  |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | <b>4,205.63</b>  |
| 263-ENTERPRISE RENT A CAR           | 511965305 | PO-170362 | RENTAL-ATHLETICS    | 0100-14000-0-1135-4200-560000-001-0000 | 398.81           |
|                                     |           | PO-170362 | RENTAL-ATHLETICS    | 0100-14000-0-1135-4200-560000-001-0000 | 482.11           |
|                                     |           | PO-170362 | RENTAL-ATHLETICS    | 0100-14000-0-1135-4200-560000-001-0000 | 491.85           |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | <b>1,372.77</b>  |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | <b>1,372.77</b>  |
| 1050-EVERBIND INC.                  | 511961565 | PO-170043 | SUPPLIES-OASIS      | 0100-63000-0-1110-1000-430000-002-0000 | 255.96           |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | <b>255.96</b>    |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | <b>255.96</b>    |

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| 2267-FERGUSON, AMANDA               | 511967938 | PO-170401 | FFA CONVENTION-MEALS   | 0100-35500-0-3800-1000-520000-001-0000 | 301.71          |
|                                     |           | PO-170401 | PARKING                | 0100-35500-0-3800-1000-520000-001-0000 | 284.00          |
|                                     |           | PO-170401 | LODGING                | 0100-35500-0-3800-1000-520000-001-0000 | 614.99          |
|                                     |           | PO-170401 | FUEL                   | 0100-35500-0-3800-1000-520000-001-0000 | 14.79           |
|                                     |           | PO-170401 | BAGGAGE                | 0100-35500-0-3800-1000-520000-001-0000 | 25.00           |
|                                     |           |           |                        | <b>Warrant Total:</b>                  | <b>1,240.49</b> |
|                                     |           |           | <b>Vendor Total:</b>   | <b>1,240.49</b>                        |                 |
| 1367-G & K SERVICES                 | 511960461 | PO-170015 | JANITORIAL SERVICE     | 0100-81500-0-0000-8100-430023-000-0000 | 98.76           |
|                                     |           | PO-170015 | JANITORIAL SERVICE     | 0100-81500-0-0000-8100-430023-000-0000 | 98.76           |
|                                     |           | PO-170015 | JANITORIAL SERVICE     | 0100-81500-0-0000-8100-430023-000-0000 | 98.76           |
|                                     |           | PO-170015 | JANITORIAL SERVICE     | 0100-81500-0-0000-8100-430023-000-0000 | 98.76           |
|                                     |           | PO-170015 | JANITORIAL SERVICE     | 0100-81500-0-0000-8100-430023-000-0000 | 98.76           |
|                                     |           | PO-170015 | UNIFORMS               | 0100-00000-0-0000-8200-550004-000-0000 | 145.87          |
|                                     |           | PO-170015 | UNIFORMS               | 0100-00000-0-0000-8200-550004-000-0000 | 145.87          |
|                                     |           | PO-170015 | UNIFORMS               | 0100-00000-0-0000-8200-550004-000-0000 | 145.87          |
|                                     |           | PO-170015 | UNIFORMS               | 0100-00000-0-0000-8200-550004-000-0000 | 145.87          |
|                                     |           | PO-170015 | UNIFORMS               | 0100-00000-0-0000-8200-550004-000-0000 | 157.30          |
|                                     |           |           | <b>Warrant Total:</b>  | <b>1,234.58</b>                        |                 |
|                                     |           |           | <b>Vendor Total:</b>   | <b>1,234.58</b>                        |                 |
| 974-GIBBS INTERNATIONAL             | 511961566 | PO-170283 | SUPPLIES-TRANS.        | 0100-00000-0-1110-3600-430024-001-0000 | 131.04          |
|                                     |           |           |                        | <b>Warrant Total:</b>                  | <b>131.04</b>   |
|                                     |           |           | <b>Vendor Total:</b>   | <b>131.04</b>                          |                 |
| 2131-IMPACT APPLICATIONS INC.       | 511967017 | PO-170385 | CONCUSSION EVALUATION  | 0100-14000-0-1135-4200-530000-001-0000 | 600.00          |
|                                     |           |           |                        | <b>Warrant Total:</b>                  | <b>600.00</b>   |
|                                     |           |           | <b>Vendor Total:</b>   | <b>600.00</b>                          |                 |
| 1721-INFINITY COMMUNICATIONS &      | 511967018 | PO-170387 | ERATE CONSULTING       | 0100-00000-0-0000-7150-580000-000-0000 | 2,250.00        |
|                                     |           |           |                        | <b>Warrant Total:</b>                  | <b>2,250.00</b> |
|                                     |           |           | <b>Vendor Total:</b>   | <b>2,250.00</b>                        |                 |
| 2158-JMP BUSINESS SYSTEMS INC.      | 511963574 | PO-170318 | SUPPLIES-POSTAGE METER | 0100-00000-0-0000-7300-430000-000-0000 | 251.75          |
|                                     |           |           |                        | <b>Warrant Total:</b>                  | <b>251.75</b>   |
|                                     |           |           | <b>Vendor Total:</b>   | <b>251.75</b>                          |                 |
| 2180-KEY TRANSLATIONS INTERNATIONAL | 511962574 | PO-170287 | IEP TRANSLATIONS       | 0100-30100-0-1110-1000-580000-001-0000 | 185.00          |
|                                     |           |           |                        | <b>Warrant Total:</b>                  | <b>185.00</b>   |
|                                     | 511963575 | PO-170342 | TRANSLATION-DOCUMENT   | 0100-30100-0-1110-1000-580000-001-0000 | 85.00           |
|                                     |           |           |                        | <b>Warrant Total:</b>                  | <b>85.00</b>    |
|                                     |           |           | <b>Vendor Total:</b>   | <b>270.00</b>                          |                 |

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| 435-KHS STUDENT BODY               | 511967939 | PO-170392 | PBIS-GIFT CARDS         | 0100-00000-0-1110-1000-430000-001-0036 | 25.00                 |
|                                    |           | PO-170392 | PBIS-GIFT CARDS         | 0100-00000-0-1110-1000-430000-001-0036 | 25.00                 |
|                                    |           | PO-170392 | PBIS-GIFT CARDS         | 0100-00000-0-1110-1000-430000-001-0036 | 30.00                 |
|                                    |           | PO-170392 | PBIS-GIFT CARDS         | 0100-00000-0-1110-1000-430000-001-0036 | 25.00                 |
|                                    |           |           |                         | <b>Warrant Total:</b>                  | <b>105.00</b>         |
|                                    |           |           |                         | <b>Vendor Total:</b>                   | <b>105.00</b>         |
| 1548-KINGSBURG 76 INC.             | 511961567 | PO-170317 | PROPANE                 | 0100-00000-0-0000-8200-430009-000-9959 | 33.80                 |
|                                    |           |           |                         |  | <b>Warrant Total:</b> |
|                                    |           |           |                         | <b>Vendor Total:</b>                   | <b>33.80</b>          |
| 1460-KINGSBURG CHAMBER OF COMMERCE | 511965306 | PO-170378 | MEMBERSHIP DUES         | 0100-00000-0-0000-7150-530000-000-9991 | 100.00                |
|                                    |           |           |                         |  | <b>Warrant Total:</b> |
|                                    |           |           |                         | <b>Vendor Total:</b>                   | <b>100.00</b>         |
| 2326-KINGSBURG FFA                 | 511960462 | PO-170270 | NATIONAL FFA            | 0100-35500-0-3800-1000-520000-001-0000 | 950.00                |
|                                    |           | PO-170270 | CONVENTION              | 0100-70100-0-3800-1000-520000-001-0000 | 950.00                |
|                                    |           |           |                         |  | <b>Warrant Total:</b> |
|                                    |           |           |                         | <b>Vendor Total:</b>                   | <b>1,900.00</b>       |
| 445-KINGSBURG GLASS & SCREEN       | 511967940 | PO-170393 | SUPPLIES-MAINT          | 0100-81500-0-0000-8100-430018-000-0000 | 123.46                |
|                                    |           |           |                         |  | <b>Warrant Total:</b> |
|                                    |           |           |                         | <b>Vendor Total:</b>                   | <b>123.46</b>         |
| 2227-KINGSBURG SUPERMARKET         | 511963576 | PO-170192 | SUPPLIES-BACK TO SCHOOL | 0100-00000-0-0000-7110-430000-000-0000 | 174.58                |
|                                    |           |           |                         |  | <b>Warrant Total:</b> |
|                                    |           |           |                         | <b>Vendor Total:</b>                   | <b>174.58</b>         |
| 2263-LEARN BY DOING INC.           | 511960463 | PO-170285 | SUPPLIES-ENGLISH        | 0100-63000-0-1110-1000-430000-001-0000 | 300.00                |
|                                    |           |           |                         |  | <b>Warrant Total:</b> |
|                                    |           |           |                         | <b>Vendor Total:</b>                   | <b>300.00</b>         |
| 469-LINGER PETERSON SHRUM & CO     | 511961568 | PO-170016 | ANNUAL AUDIT            | 0100-00000-0-0000-7190-580005-000-0000 | 5,200.00              |
|                                    |           |           |                         |  | <b>Warrant Total:</b> |
|                                    |           |           |                         | <b>Vendor Total:</b>                   | <b>5,200.00</b>       |
| 1387-LOCKWOOD, DEBRA               | 511965307 | PO-170379 | CALSTRS EXCESS          | 0100-00010-0-0000-0000-951100-000-0000 | 71.93                 |
|                                    |           |           |                         |  | <b>Warrant Total:</b> |
|                                    |           |           |                         | <b>Vendor Total:</b>                   | <b>71.93</b>          |

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|-----------------------------------|-----------|-----------|-----------------------|--|-------------------|
| 476-LOZANO SMITH LLP              | 511960464 | PO-170277 | LEGAL UPDATE-MORRIS   | 0100-00000-0-0000-7150-520000-000-0000 | 75.00             |
|                                   |           | PO-170277 | SCHREINER             | 0100-00000-0-0000-7110-520000-000-0000 | 75.00             |
|                                   |           | PO-170277 | WALTERMAN             | 0100-62640-0-1110-1000-520000-001-0000 | 75.00             |
|                                   |           | PO-170277 | SERPA                 | 0100-62640-0-1110-1000-520000-001-0000 | 75.00             |
|                                   |           | PO-170303 | LEGAL SERVICES        | 0100-00000-0-0000-7150-580018-000-0000 | 84.00             |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>384.00</b>     |
|                                   | 511964443 | PO-170352 | LEGAL SERVICES        | 0100-00000-0-0000-7150-580018-000-0000 | 79.94             |
|                                   |           |           | <b>Warrant Total:</b> | <b>79.94</b>                           |                   |
|                                   |           |           | <b>Vendor Total:</b>  | <b>463.94</b>                          |                   |
| 2138-MAILFINANCE INC.             | 511960465 | PO-170017 | POSTAGE MACHINE LEASE | 0100-00000-0-0000-7300-590002-000-0000 | 706.33            |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>706.33</b>     |
|                                   |           |           |                       | <b>Vendor Total:</b>                   | <b>706.33</b>     |
| 2296-MARK WILSON CONTRUCTION INC. | 511963577 | PO-170338 | ENERGY EFFICIENCY     | 0100-62300-0-0000-8500-620000-000-0000 | 251,391.97        |
|                                   |           | PO-170338 | ENERGY EFFICIENCY     | 0100-62300-0-0000-8500-620000-000-0000 | 88,663.27         |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>340,055.24</b> |
|                                   |           |           |                       | <b>Vendor Total:</b>                   | <b>340,055.24</b> |
| 2255-MID VALLEY DISPOSAL LLC      | 511965308 | PO-170380 | REFUSE                | 0100-00000-0-0000-8200-550008-000-0000 | 235.50            |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>235.50</b>     |
|                                   |           |           |                       | <b>Vendor Total:</b>                   | <b>235.50</b>     |
| 2125-MONTALVO, GILBERT            | 511961570 | PO-170314 | DMV PHYSICAL          | 0100-00000-0-1110-3600-580025-001-0000 | 100.00            |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>100.00</b>     |
|                                   |           |           |                       | <b>Vendor Total:</b>                   | <b>100.00</b>     |
| 1305-NAPA AUTO PARTS              | 511960466 | PO-170284 | SUPPLIES-ATHLETICS    | 0100-14000-0-1135-4200-430000-001-0000 | 378.92            |
|                                   |           | PO-170018 | SUPPLIES-MAINT        | 0100-81500-0-0000-8100-430018-000-9960 | 364.14            |
|                                   |           | PO-170018 | SUPPLIES-OPERATIONS   | 0100-00000-0-1110-3600-430024-001-9960 | 187.84            |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>930.90</b>     |
|                                   |           |           |                       | <b>Vendor Total:</b>                   | <b>930.90</b>     |
| 539-NASCO-MODESTO                 | 511963578 | PO-170242 | SUPPLIES-AG           | 0100-35500-0-3800-1000-430000-001-0000 | 57.46             |
|                                   |           | PO-170242 | SUPPLIES-AG           | 0100-35500-0-3800-1000-430000-001-0000 | 182.03            |
|                                   |           | PO-170242 | SUPPLIES-AG           | 0100-70100-0-3800-1000-430000-001-0000 | 57.46             |
|                                   |           | PO-170242 | SUPPLIES-AG           | 0100-70100-0-3800-1000-430000-001-0000 | 182.04            |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>478.99</b>     |
|                                   |           |           | <b>Vendor Total:</b>  | <b>478.99</b>                          |                   |
| 547-NELSON'S ACE HARDWARE         | 511960467 | PO-170019 | SUPPLIES-MAINT        | 0100-81500-0-0000-8100-430018-000-0030 | 2,754.00          |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>2,754.00</b>   |
|                                   | 511967941 | PO-170308 | SUPPLIES-LEADERSHIP   | 0100-14000-0-1110-1000-430000-001-0000 | 421.92            |
|                                   |           | PO-170019 | SUPPLIES-MAINT        | 0100-81500-0-0000-8100-430018-000-0030 | 1,928.85          |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>2,350.77</b>   |
|                                   |           |           | <b>Vendor Total:</b>  | <b>5,104.77</b>                        |                   |

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| 1358-NELSON'S POWER CENTER        | 511960468 | PO-170295 | SUPPLIES-MAINT.       | 0100-81500-0-0000-8100-430018-000-0000 | 383.52          |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>383.52</b>   |
|                                   |           |           |                       | <b>Vendor Total:</b>                   | <b>383.52</b>   |
| 551-NEW ENGLAND SHEET METAL WORKS | 511960469 | PO-170217 | REPAIRS-HVAC ROOM 40  | 0100-81500-0-0000-8100-560019-000-0000 | 1,353.41        |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>1,353.41</b> |
|                                   | 511961571 | PO-170313 | REPAIRS-HVAC          | 0100-81500-0-0000-8100-560019-000-0000 | 2,771.41        |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>2,771.41</b> |
|                                   |           |           |                       | <b>Vendor Total:</b>                   | <b>4,124.82</b> |
| 568-OFFICE DEPOT INC.             | 511960470 | PO-170272 | SUPPLIES-AVID         | 0100-30100-0-1110-1000-430000-001-0000 | 60.06           |
|                                   |           | PO-170275 | SUPPLIES-DISTRICT     | 0100-00000-0-0000-7300-430000-000-0000 | 73.72           |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>133.78</b>   |
|                                   | 511964444 | PO-170321 | SUPPLIES-OFFICE       | 0100-00000-0-0000-2700-430000-001-0000 | 25.31           |
|                                   |           | PO-170321 | SUPPLIES-OFFICE       | 0100-00000-0-0000-2700-430000-001-0000 | 112.49          |
|                                   |           | PO-170325 | SUPPLIES-CTE GRANT    | 0100-63870-6-3800-1000-430000-001-0000 | 666.66          |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>804.46</b>   |
|                                   |           |           |                       | <b>Vendor Total:</b>                   | <b>938.24</b>   |
| 584-PACIFIC GAS & ELECTRIC CO.    | 511960471 | PO-170020 | UTILITIES-POOL        | 0100-00000-0-0000-8200-550001-000-0000 | 25.74           |
|                                   |           | PO-170020 | UTILITIES-OASIS       | 0100-00000-0-3200-8100-550001-002-0000 | 12.87           |
|                                   |           | PO-170020 | UTILITIES-IS          | 0100-00000-0-3300-8100-550001-002-0000 | 12.87           |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>51.48</b>    |
|                                   | 511961572 | PO-170020 | UTILITIES-KHS         | 0100-00000-0-0000-8200-550001-000-0000 | 191.25          |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>191.25</b>   |
|                                   | 511967019 | PO-170020 | UTILITIES-AG          | 0100-00000-0-0000-8200-550001-000-0000 | 208.43          |
|                                   |           | PO-170020 | UTILITIES-BB          | 0100-00000-0-0000-8200-550001-000-0000 | 963.36          |
|                                   |           | PO-170020 | UTILITIES-CONCS       | 0100-00000-0-0000-8200-550001-000-0000 | 798.66          |
|                                   |           | PO-170020 | UTILITIES-FB          | 0100-00000-0-0000-8200-550001-000-0000 | 1,690.01        |
|                                   |           | PO-170020 | UTILITIES-GYM         | 0100-00000-0-0000-8200-550001-000-0000 | 4,935.41        |
|                                   |           | PO-170020 | UTILITIES-SWP         | 0100-00000-0-0000-8200-550001-000-0000 | 183.16          |
|                                   |           | PO-170020 | UTILITIES-TC          | 0100-00000-0-0000-8200-550001-000-0000 | 156.49          |
|                                   |           | PO-170020 | UTILITIES-TC-B        | 0100-00000-0-0000-8200-550001-000-0000 | 83.22           |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>9,018.74</b> |
|                                   |           |           |                       | <b>Vendor Total:</b>                   | <b>9,261.47</b> |
| 585-PACIFIC WEST CONTROLS INC.    | 511963579 | PO-170021 | HVAC MAINT SERVICE    | 0100-81500-0-0000-8100-560010-000-0000 | 150.00          |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>150.00</b>   |
|                                   |           |           |                       | <b>Vendor Total:</b>                   | <b>150.00</b>   |
| 439-PHILLIPS 66-CO./SYNCB         | 511960472 | PO-170022 | FUEL MAINT/OPERATIONS | 0100-00000-0-0000-8200-430009-000-9959 | 26.54           |
|                                   |           |           |                       | <b>Warrant Total:</b>                  | <b>26.54</b>    |
|                                   |           |           |                       | <b>Vendor Total:</b>                   | <b>26.54</b>    |



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| 1324-POWER DESIGN ELECTRIC INC. | 511967020 | PO-170348 | REPAIRS-ELECTRICAL | 0100-81500-0-0000-8100-560019-000-0000 | 699.50     |
|                                 |           |           |                    | Warrant Total:                         | 699.50     |
|                                 | 511967942 | PO-170396 | REPAIRS-MAINT      | 0100-81500-0-0000-8100-560019-000-0000 | 693.56     |
|                                 |           |           |                    | Warrant Total:                         | 693.56     |
|                                 |           |           |                    | Vendor Total:                          | 1,393.06   |
| 2324-PRO-PT                     | 511963580 | PO-170335 | ATHLETIC TRAINING  | 0100-14000-0-1135-4200-580034-001-0000 | 4,700.00   |
|                                 |           |           |                    | Warrant Total:                         | 4,700.00   |
|                                 |           |           |                    | Vendor Total:                          | 4,700.00   |
| 624-PSAT/NMSQT                  | 511965309 | PO-170381 | PSAT TESTS         | 0100-00000-0-1110-1000-430000-001-9943 | 1,500.00   |
|                                 |           |           |                    | Warrant Total:                         | 1,500.00   |
|                                 |           |           |                    | Vendor Total:                          | 1,500.00   |
| 2155-RIVERA, REGGIE             | 511961573 | PO-170315 | DMV PHYSICAL       | 0100-00000-0-1110-3600-580025-001-0000 | 100.00     |
|                                 |           |           |                    | Warrant Total:                         | 100.00     |
|                                 |           |           |                    | Vendor Total:                          | 100.00     |
| 1134-SCHOFIELD, MIKE            | 511960474 | PO-170291 | DMV-MUSIC TRAILER  | 0100-00000-0-0000-7150-580000-000-0000 | 27.00      |
|                                 |           |           |                    | Warrant Total:                         | 27.00      |
|                                 |           |           |                    | Vendor Total:                          | 27.00      |
| 2330-SCHOOL PATHWAYS LLC        | 511963581 | PO-170345 | CALPADS CONSULTING | 0100-00000-0-1110-1000-580034-001-0000 | 1,600.00   |
|                                 |           |           |                    | Warrant Total:                         | 1,600.00   |
|                                 |           |           |                    | Vendor Total:                          | 1,600.00   |
| 898-SCHREINER, CINDY            | 511961574 | PO-170316 | SUPPLIES-SPEC. ED  | 0100-65000-0-5770-1120-430000-001-0000 | 100.00     |
|                                 |           |           |                    | Warrant Total:                         | 100.00     |
|                                 |           |           |                    | Vendor Total:                          | 100.00     |
| 724-SISC III                    | 511963583 | PV-170008 | ROGERS*            | 0100-00000-0-3300-1000-340100-002-0000 | 1,533.20   |
|                                 |           | PV-170008 | BOARD              | 0100-00000-0-0000-7110-340200-000-0000 | 8,296.40   |
|                                 |           | PV-170008 | RETIREE SMITH*     | 0100-00000-0-0000-8200-370200-000-0000 | 2,105.80   |
|                                 |           | PV-170008 | RETIREE PUMAREJO*  | 0100-81500-0-0000-8100-370200-000-0000 | 636.70     |
|                                 |           | PV-170008 | SWANSON*           | 0100-00000-0-0000-7110-370200-000-0000 | 2,083.80   |
|                                 |           | PV-170008 | WHITE              | 0100-00000-0-3200-2700-370200-002-0000 | 1,511.80   |
|                                 |           | PV-170008 | ACTIVE STAFF       | 0100-00010-0-0000-0000-951400-000-0000 | 138,352.70 |
|                                 |           |           |                    | Warrant Total:                         | 154,520.40 |
|                                 |           |           |                    | Vendor Total:                          | 154,520.40 |
| 2335-SMOLJIAN, J                | 511965310 | PO-170382 | CALSTRS EXCESS     | 0100-00010-0-0000-0000-951100-000-0000 | 54.89      |
|                                 |           |           |                    | Warrant Total:                         | 54.89      |
|                                 |           |           |                    | Vendor Total:                          | 54.89      |

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| 2150-SPINITAR                   | 511965311 | PO-170328 | SUPPLIES-LIBRARY   | 0100-63000-0-1110-1000-430000-001-0000 | 1,247.04 |
|                                 |           |           |                    | <b>Warrant Total:</b>                  | 1,247.04 |
|                                 |           |           |                    | <b>Vendor Total:</b>                   | 1,247.04 |
| 2147-STAHN, STEVE               | 511967943 | PO-170390 | FUEL               | 0100-00000-0-1110-3600-430009-001-0000 | 57.98    |
|                                 |           |           |                    | <b>Warrant Total:</b>                  | 57.98    |
|                                 |           |           |                    | <b>Vendor Total:</b>                   | 57.98    |
| 740-STATE OF CALIFORNIA         | 511963584 | PO-170025 | FINGERPRINT APPTS. | 0100-00000-0-0000-7150-580015-000-0000 | 192.00   |
|                                 |           |           |                    | <b>Warrant Total:</b>                  | 192.00   |
|                                 |           |           |                    | <b>Vendor Total:</b>                   | 192.00   |
| 758-TCM INVESTMENTS             | 511961575 | PO-170026 | COPIER RENTAL-AG   | 0100-70100-0-3800-1000-560008-001-0000 | 59.52    |
|                                 |           | PO-170026 | COPIER RENTAL-AG   | 0100-35500-0-3800-1000-560008-001-0000 | 59.53    |
|                                 |           | PO-170026 | COPIER RENTAL-AG   | 0100-00000-0-3300-8100-560008-002-0000 | 95.38    |
|                                 |           |           |                    | <b>Warrant Total:</b>                  | 214.43   |
|                                 |           |           |                    | <b>Vendor Total:</b>                   | 214.43   |
| 774-THE GAS COMPANY             | 511963585 | PO-170028 | NATURAL GAS        | 0100-00000-0-0000-8200-550003-000-0000 | 220.81   |
|                                 |           |           |                    | <b>Warrant Total:</b>                  | 220.81   |
|                                 |           |           |                    | <b>Vendor Total:</b>                   | 220.81   |
| 779-THE HOME DEPOT              | 511961577 | PO-170254 | SUPPLIES-AG        | 0100-35500-0-3800-1000-430000-001-0000 | 469.25   |
|                                 |           | PO-170254 | SUPPLIES-AG        | 0100-70100-0-3800-1000-430000-001-0000 | 469.25   |
|                                 |           | PO-170029 | SUPPLIES-MAINT     | 0100-81500-0-0000-8100-430018-000-0004 | 633.06   |
|                                 |           |           |                    | <b>Warrant Total:</b>                  | 1,571.56 |
|                                 |           |           |                    | <b>Vendor Total:</b>                   | 1,571.56 |
| 781-THE HORN SHOP               | 511963586 | PO-170225 | SUPPLIES-MUSIC     | 0100-00000-0-1155-1000-430000-001-0003 | 2,549.78 |
|                                 |           |           |                    | <b>Warrant Total:</b>                  | 2,549.78 |
|                                 |           |           |                    | <b>Vendor Total:</b>                   | 2,549.78 |
| 1806-THE SHERWIN-WILLIAMS CO.   | 511962576 | PO-170247 | SUPPLIES-MAINT     | 0100-81500-0-0000-8100-430018-000-0000 | 254.22   |
|                                 |           | CM-170008 | OVERCHARGE-REFUND  | 0100-81500-0-0000-8100-430018-000-0000 | (83.01)  |
|                                 |           | PO-170281 | SUPPLIES-MAINT     | 0100-81500-0-0000-8100-430018-000-0000 | 342.42   |
|                                 |           |           |                    | <b>Warrant Total:</b>                  | 513.63   |
|                                 | 511964445 | PO-170333 | SUPPLIES-MAINT     | 0100-81500-0-0000-8100-430018-000-0000 | 684.85   |
|                                 |           |           |                    | <b>Warrant Total:</b>                  | 684.85   |
|                                 |           |           |                    | <b>Vendor Total:</b>                   | 1,198.48 |
| 1862-THYSSENKRUPP ELEVATOR CORP | 511961578 | PO-170312 | REPAIR SERVICE     | 0100-81500-0-0000-8100-560009-000-0000 | 2,753.55 |
|                                 |           |           |                    | <b>Warrant Total:</b>                  | 2,753.55 |
|                                 |           |           |                    | <b>Vendor Total:</b>                   | 2,753.55 |

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| 2315-TRU-TRAILERS INC.              | 511962577 | PO-170195 | REPAIR-BAND TRAILER   | 0100-81500-0-0000-8100-560019-000-0000 | 420.56           |
|                                     |           |           |                       | <b>Warrant Total:</b>                  | <b>420.56</b>    |
|                                     |           |           |                       | <b>Vendor Total:</b>                   | <b>420.56</b>    |
| 817-UNITED PARCEL SERVICE           | 511961579 | PO-170087 | PARCEL SERVICE        | 0100-00000-0-1110-1000-590010-001-0015 | 149.15           |
|                                     |           |           |                       | <b>Warrant Total:</b>                  | <b>149.15</b>    |
|                                     |           |           |                       | <b>Vendor Total:</b>                   | <b>149.15</b>    |
| 2297-VALERO MARKETING & SUPPLY COMP | 511967022 | PO-170085 | FUEL                  | 0100-00000-0-1110-3600-430009-001-9956 | 1,339.79         |
|                                     |           |           |                       | <b>Warrant Total:</b>                  | <b>1,339.79</b>  |
|                                     |           |           |                       | <b>Vendor Total:</b>                   | <b>1,339.79</b>  |
| 994-VALLEY R.O.P.                   | 511963587 | PO-170341 | ROP-SALARIES          | 0100-00000-0-1110-1000-580000-001-6350 | 10,328.63        |
|                                     |           |           |                       | <b>Warrant Total:</b>                  | <b>10,328.63</b> |
|                                     |           |           |                       | <b>Vendor Total:</b>                   | <b>10,328.63</b> |
| 2182-VAZ, NATALIE                   | 511967023 | PO-170386 | FFA CONVENTION-MEALS  | 0100-35500-0-3800-1000-520000-001-0000 | 170.51           |
|                                     |           | PO-170386 | BAGGAGE               | 0100-35500-0-3800-1000-520000-001-0000 | 50.00            |
|                                     |           | PO-170386 | FUEL                  | 0100-35500-0-3800-1000-520000-001-0000 | 101.98           |
|                                     |           | PO-170386 | PARKING               | 0100-35500-0-3800-1000-520000-001-0000 | 40.92            |
|                                     |           | PO-170386 | TOURS                 | 0100-35500-0-3800-1000-520000-001-0000 | 26.00            |
|                                     |           | PO-170386 | UBER                  | 0100-35500-0-3800-1000-520000-001-0000 | 28.61            |
|                                     |           | PO-170386 | LODGING               | 0100-35500-0-3800-1000-520000-001-0000 | 823.65           |
|                                     |           |           |                       | <b>Warrant Total:</b>                  | <b>1,241.67</b>  |
|                                     |           |           |                       | <b>Vendor Total:</b>                   | <b>1,241.67</b>  |
| 832-VELARDE, ARTURO                 | 511960478 | PO-170294 | SUPPLIES-OFFICE DEPOT | 0100-63000-0-1110-1000-430000-001-0000 | 82.24            |
|                                     |           |           |                       | <b>Warrant Total:</b>                  | <b>82.24</b>     |
|                                     |           |           |                       | <b>Vendor Total:</b>                   | <b>82.24</b>     |
| 2151-VERIZON WIRELESS               | 511964447 | PO-170105 | CELL PHONES           | 0100-00000-0-0000-7150-590006-000-0000 | 818.15           |
|                                     |           |           |                       | <b>Warrant Total:</b>                  | <b>818.15</b>    |
|                                     |           |           |                       | <b>Vendor Total:</b>                   | <b>818.15</b>    |
| 933-WEST VALLEY SUPPLY INC.         | 511962578 | PO-170331 | SUPPLIES-MAINT        | 0100-81500-0-0000-8100-430018-000-0000 | 44.13            |
|                                     |           |           |                       | <b>Warrant Total:</b>                  | <b>44.13</b>     |
|                                     |           |           |                       | <b>Vendor Total:</b>                   | <b>44.13</b>     |
| 2321-WESTAIR GASES & EQUIPMENT INC. | 511962579 | PO-170252 | INSTRUCTIONAL-AG      | 0100-35500-0-3800-1000-430000-001-0000 | 418.32           |
|                                     |           | PO-170252 | INSTRUCTIONAL-AG      | 0100-70100-0-3800-1000-430000-001-0000 | 418.32           |
|                                     |           |           |                       | <b>Warrant Total:</b>                  | <b>836.64</b>    |
|                                     |           |           |                       | <b>Vendor Total:</b>                   | <b>836.64</b>    |

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT**  
**ACCOUNTS PAYABLE BOARD REPORT**  
**Issue Date: 10/01/2016 thru 10/31/2016**  
**Regular Meeting November 14, 2016**

|                         |           |           |                |  |               |
|-------------------------|-----------|-----------|----------------|--|---------------|
| 859-WESTERN LIGHTSOURCE | 511967024 | PO-170372 | SUPPLIES-MAINT | 0100-81500-0-0000-8100-430018-000-0000 | 291.67        |
|                         |           |           |                | <b>Warrant Total:</b>                  | <b>291.67</b> |
|                         |           |           |                | <b>Vendor Total:</b>                   | <b>291.67</b> |

|                    |                   |
|--------------------|-------------------|
| <b>Fund Total:</b> | <b>631,402.01</b> |
|--------------------|-------------------|

**1300-Cafeteria Fund**

|                                   |           |           |              |  |               |
|-----------------------------------|-----------|-----------|--------------|--|---------------|
| 1998-7UP/RC BOTTLING OF S. CALIF. | 511960448 | PO-170304 | FOOD SERVICE | 1300-53100-0-0000-3700-470002-000-0000 | 113.40        |
|                                   |           | PO-170304 | FOOD SERVICE | 1300-53100-0-0000-3700-470002-000-0000 | 141.75        |
|                                   |           |           |              | <b>Warrant Total:</b>                  | <b>255.15</b> |
|                                   |           |           |              | <b>Vendor Total:</b>                   | <b>255.15</b> |

|                                 |           |           |              |  |               |
|---------------------------------|-----------|-----------|--------------|--|---------------|
| 2163-PRODUCERS DAIRY FOODS INC. | 511960473 | PO-170305 | FOOD SERVICE | 1300-53100-0-0000-3700-470002-000-0000 | 114.11        |
|                                 |           | PO-170305 | FOOD SERVICE | 1300-53100-0-0000-3700-470002-000-0000 | 103.09        |
|                                 |           | PO-170305 | FOOD SERVICE | 1300-53100-0-0000-3700-470002-000-0000 | 76.02         |
|                                 |           | PO-170305 | FOOD SERVICE | 1300-53100-0-0000-3700-470002-000-0000 | 166.01        |
|                                 |           |           |              | <b>Warrant Total:</b>                  | <b>459.23</b> |
|                                 |           |           |              | <b>Vendor Total:</b>                   | <b>459.23</b> |

|                                   |           |           |              |  |                 |
|-----------------------------------|-----------|-----------|--------------|--|-----------------|
| 755-SYSCO FOOD SERVICE OF CENTRAL | 511960475 | PO-170306 | FOOD SERVICE | 1300-53100-0-0000-3700-470002-000-0000 | 742.76          |
|                                   |           | PO-170306 | FOOD SERVICE | 1300-53100-0-0000-3700-470002-000-0000 | 767.32          |
|                                   |           |           |              | <b>Warrant Total:</b>                  | <b>1,510.08</b> |
|                                   |           |           |              | <b>Vendor Total:</b>                   | <b>1,510.08</b> |

|                                 |           |           |              |  |               |
|---------------------------------|-----------|-----------|--------------|--|---------------|
| 1368-T.S. WOO DISTRIBUTING INC. | 511960476 | PO-170307 | FOOD SERVICE | 1300-53100-0-0000-3700-470002-000-0000 | 235.20        |
|                                 |           |           |              | <b>Warrant Total:</b>                  | <b>235.20</b> |
|                                 |           |           |              | <b>Vendor Total:</b>                   | <b>235.20</b> |

|                    |                 |
|--------------------|-----------------|
| <b>Fund Total:</b> | <b>2,459.66</b> |
|--------------------|-----------------|

**1400-Deferred Maintenance Fund**

|                          |           |           |                    |  |                  |
|--------------------------|-----------|-----------|--------------------|--|------------------|
| 2319-BOWEN ENGINEERING & | 511962571 | PO-170332 | ASBESTOS ABATEMENT | 1400-00000-0-9000-8500-560019-000-0000 | 11,500.00        |
|                          |           |           |                    | <b>Warrant Total:</b>                  | <b>11,500.00</b> |
|                          |           |           |                    | <b>Vendor Total:</b>                   | <b>11,500.00</b> |

|                    |                  |
|--------------------|------------------|
| <b>Fund Total:</b> | <b>11,500.00</b> |
|--------------------|------------------|

**2103-Building Fund**

|                           |           |           |                        |  |                   |
|---------------------------|-----------|-----------|------------------------|--|-------------------|
| 2289-A-C ELECTRIC COMPANY | 511960449 | PO-170300 | FIELD LIGHTING PROJECT | 2103-00000-0-0000-8500-610000-000-0000 | 11,119.50         |
|                           |           |           |                        | <b>Warrant Total:</b>                  | <b>11,119.50</b>  |
|                           | 511961560 | PO-170300 | FIELD LIGHTING PROJECT | 2103-00000-0-0000-8500-610000-000-0000 | 79,100.98         |
|                           |           |           |                        | <b>Warrant Total:</b>                  | <b>79,100.98</b>  |
|                           | 511963568 | PO-170337 | FIELD LIGHTING PROJECT | 2103-00000-0-0000-8500-610000-000-0000 | 74,619.26         |
|                           |           |           |                        | <b>Warrant Total:</b>                  | <b>74,619.26</b>  |
|                           |           |           |                        | <b>Vendor Total:</b>                   | <b>164,839.74</b> |

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
 ACCOUNTS PAYABLE BOARD REPORT  
 Issue Date: 10/01/2016 thru 10/31/2016  
 Regular Meeting November 14, 2016**

|                                     |           |           |                     |  |           |
|-------------------------------------|-----------|-----------|---------------------|--|-----------|
| 2329-DBA: ROY KLOPPING ENTERPRISES  | 511963573 | PO-170334 | EQUIPMENT-MAINT     | 2103-00000-0-0000-8500-640000-000-0000 | 10,817.09 |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | 10,817.09 |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | 10,817.09 |
| 227-DIVISION OF THE STATE ARCHITEC  | 511964442 | PO-170353 | SCOREBOARD          | 2103-00000-0-0000-8500-620005-000-0000 | 148.82    |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | 148.82    |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | 148.82    |
| 2247-MICROSOFT CORPORATION          | 511961569 | PO-170151 | SUPPLIES-ATHLETICS  | 2103-00000-0-0000-8100-430000-000-0000 | 2,177.19  |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | 2,177.19  |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | 2,177.19  |
| 1476-SCHOOL SAVERS                  | 511962575 | PO-170279 | SUPPLIES-LIBRARY    | 2103-00000-0-0000-8100-430000-000-0000 | 696.64    |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | 696.64    |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | 696.64    |
| 1026-TECHNICON ENGINEERING SERVICES | 511960477 | PO-170290 | GYM-HVAC            | 2103-00000-0-0000-8500-620019-000-0000 | 805.00    |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | 805.00    |
|                                     | 511961576 | PO-170311 | GYM-HVAC            | 2103-00000-0-0000-8500-620019-000-0000 | 590.00    |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | 590.00    |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | 1,395.00  |
| 2168-TRINITY SYSTEM GROUP INC.      | 511964446 | PO-170292 | ADMIN-HVAC          | 2103-00000-0-0000-8500-620002-000-0000 | 8,500.00  |
|                                     |           | PO-170293 | GYM-HVAC            | 2103-00000-0-0000-8500-620002-000-0000 | 5,000.00  |
|                                     |           | PO-170293 | GYM-HVAC            | 2103-00000-0-0000-8500-620002-000-0000 | 5,000.00  |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | 18,500.00 |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | 18,500.00 |
| 2294-TWB INSPECTIONS INC            | 511967021 | PO-170389 | HVAC-NORTH GYM      | 2103-00000-0-0000-8500-620019-000-0000 | 7,500.00  |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | 7,500.00  |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | 7,500.00  |
| <b>Fund Total: 206,074.48</b>       |           |           |                     |  |           |
| <b>2500-Capital Facilities Fund</b> |           |           |                     |  |           |
| 2004-SCHOOL WORKS INC.              | 511963582 | PO-170346 | DEVELOPER FEE STUDY | 2500-00000-0-0000-8500-620001-000-0000 | 2,000.00  |
|                                     |           |           |                     | <b>Warrant Total:</b>                  | 2,000.00  |
|                                     |           |           |                     | <b>Vendor Total:</b>                   | 2,000.00  |
| <b>Fund Total: 2,000.00</b>         |           |           |                     |  |           |

**ISSUE:** Presentation of Interdistrict Attendance Permits for the 2016-17 school year.

| <u>FROM</u>    | <u>GRADE</u> |
|----------------|--------------|
| <u>Dinuba</u>  |              |
| Elliana Chavez | 10           |

**ACTION:** Accept or reject Interdistrict permits as presented.

**RECOMMENDATION:** Accept or reject Interdistrict Permits as recommended by the Superintendent.

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_

**ISSUE:**

Presented to the Board is KJUHSD Solar Power Operation Plan Services Contract with TerraVerde Renewable Partners.

**ACTION:**

Approve or deny the KJUHSD Solar Power Operation Plan Services Contract with TerraVerde Renewable Partners.

**RECOMMENDATION:**

Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_



## ASSET MANAGEMENT SERVICES AGREEMENT

This Asset Management Services Agreement (“Agreement”) is entered into as of this 1st day of November, 2016 (the “Effective Date”), by and between **Kingsburg Joint Union High School District**, hereinafter referred to as (“**System Owner**”) and **TerraVerde Renewable Partners, LLC**, hereinafter referred to as (“**Service Provider**”). (The signatories to this Agreement may also be referred to as “**Party**”, or collectively, “**Parties**”).

WHEREAS, Service Provider is in the business of providing asset management services for solar photovoltaic systems;

WHEREAS, System Owner desires to retain the Service Provider to provide the asset management services described herein for System Owner’s Solar Photovoltaic System (“System”), located at the site(s) described in Appendix 1.

NOW THEREFORE, the Parties enter into this Asset Management Agreement whereby Service Provider agrees to provide System Owner, Services under the terms and conditions set forth below:

### Term and Payment

This Agreement takes effect on the Effective Date and will continue in effect through June 30<sup>th</sup>, 2021. For services specified in Asset Management Services Scope of Work below, System Owner agrees to pay Service Provider the annual sum of \$8,577 (the “Annual Fee”). Service Provider shall invoice System Owner according to the following schedule:

Nov 1<sup>st</sup>, 2016: \$5,718 (prorated first year)

July 1<sup>st</sup>, 2017: \$8,577

July 1<sup>st</sup>, 2018: \$8,577

July 1<sup>st</sup>, 2019: \$8,577

July 1<sup>st</sup>, 2020: \$8,577

Payment to Service Provider is due net 30 days from receipt of invoice. Late payment will be subject to interest charged at 1.5% per month or 18% per year, or such lesser rate constituting the maximum rate permitted by law.

### Scope of Work

System Provider shall provide the services described in Appendix 2 (the “Scope of Work”). The System Owner shall perform the responsibilities described in Appendix 3 (the “System Owner Responsibilities”).

### General Conditions

Service Provider is not responsible for the failure of, or repair requirements of, any aspect of the described PV systems, including but not limited to, the electricity generating system, security, displays, monitoring, and supporting components.

### Limitation of Liability

THE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THE TERMS OF THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER



hold harmless System Owner and its directors, officers, agents, employees, successors and assigns (collectively, the “System Owner Indemnified Persons”) from and against any personal injury or property damage losses incurred by any System Owner Indemnified Person as a result of, arising out of, relating to, or in the nature of injury or death to any person, or loss of or damage to, or loss of use of property of third parties, to the extent caused by the gross negligence or willful misconduct of Service Provider.

Subject to the other terms and limitations in this Agreement, System Owner shall defend, indemnify and hold harmless Service Provider and its directors, officers, agents, employees, successors and assigns (collectively, the “Service Provider Indemnified Persons”) from and against any losses incurred by any Service Provider Indemnified Person as a result of, arising out of, relating to, or in the nature of injury or death to any person, or loss of or damage to, or loss of use of property of third parties, to the extent caused by the gross negligence or willful misconduct of System Owner.

### **Insurance**

Service Provider shall obtain and maintain in force during the term of this Agreement comprehensive general liability insurance against all claims of bodily injury, death, or property damage with coverage at least equivalent to a combined single limit of \$1,000,000 each occurrence and \$2,000,000 aggregate; and automobile liability insurance, if applicable, with coverage at least equivalent to \$1,000,000 each accident, \$1,000,000 each occurrence.

### **Termination**

Either Party may terminate this Agreement, by giving written notice to other Party, upon the occurrence of the following events:

- (a) Other Party breaching any representation or warranty in any material respect or failing to perform any material obligation set forth in this Agreement and such breach or failure is not cured within ten (10) days after notice from non-breaching Party;
- (b) Such Party’s discretion for any reason upon 30 days written notice to the other.

### **Dispute Resolution**

Any dispute, controversy or claim with respect to the terms, performance or breach of this Agreement will be first submitted to mediation. If the matter is not resolved by mediation, or a party refuses to participate after receiving notice, then either party may submit the matter to binding arbitration. Mediation and/or arbitration will be conducted before a neutral retired judge or attorney with experience in the solar industry appointed by one of the following organizations to administer the mediation/arbitration process: the American Arbitration Association; JAMS; or Resolution Remedies which organization shall be selected by the initiating party. Any mediation/arbitration fees will be divided equally between the parties involved. The prevailing party at arbitration will be awarded its costs, including attorneys’ fees, and the arbitration award may be entered in any court having jurisdiction. If either party refuses or fails to timely name an arbitrator, furnish required payments or information demanded, or participate in the arbitration, then arbitration may proceed before an arbitrator named by the participating party, and the arbitrator is hereby authorized to decide the dispute ex parte (without the other party’s participation), based upon the information presented to the arbitrator. This duty to mediate and arbitrate shall survive termination of this Agreement or either party’s performance of it.

### **Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH



which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

**SERVICE PROVIDER: TerraVerde Renewable Partners, LLC.**

Name:  
Title:  
Date:

**Service Provider Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Name:  
Title:  
Date:

**System Owner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Appendix 2  
**Scope of Work**

1. Provide updated utility bill savings and remaining utility bill projections based on recent energy use profiles and SCE rate schedules.
2. Monitor system performance daily through SunEdison Connect portal to ensure that all issues are caught immediately. Confirm PPA Service Provider<sup>1</sup> is aware of and effectively communicating about open cases.
3. Work with District to identify PPA Service Provider Point of Contact for any outstanding issues
4. Verify that all contractual obligations are being met by PPA Service Provider, including Performance Guarantee obligations.
5. Conduct historical performance assessment. This will include a review of all PPA Service Provider reports as well as all production and weather data available in the SunEdison monitoring portal.
6. Provide annual savings reports by reviewing every 15 minute interval of energy production and usage throughout the year.
7. Provide quarterly energy production reports.
8. Verify validity of PPA invoice amounts on a quarterly basis.
9. Evaluate cost/benefit of PPA buyout in year 6, per terms of the PPA contract.
10. Consider need for panel washing and negotiate arrangement with PPA Service Provider, if necessary

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<sup>1</sup> PPA Service Provider refers to SunEdison, Enfinity SPV, or current system owner

## ASSET MANAGEMENT SERVICES AGREEMENT

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This Agreement takes effect on the Effective Date and will continue in effect through June 30<sup>th</sup>, 2021. For services specified in Asset Management Services Scope of Work below, System Owner agrees to pay Service Provider the annual sum of \$8,577 (the “Annual Fee”). Service Provider shall invoice System Owner according to the following schedule:

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July 1<sup>st</sup>, 2017: \$8,577  
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July 1<sup>st</sup>, 2020: \$8,577

Payment to Service Provider is due net 30 days from receipt of invoice. Late payment will be subject to interest charged at 1.5% per month or 18% per year, or such lesser rate constituting the maximum rate permitted by law.

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### Limitation of Liability

THE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THE TERMS OF THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER

DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES, WHETHER BY STATUTE, IN TORT, CONTRACT OR OTHERWISE.

Without limiting the generality of the foregoing, System Owner acknowledges and agrees that Service Provider's total liability for all claims is limited to amount of Annual Fee System Owner paid to Service Provider under this Agreement for the current year, except to the extent caused by Service Provider's gross negligence or willful misconduct.

### **Force Majeure**

Notwithstanding any other provision of this Agreement, each party's obligations under this Agreement shall be suspended by any Force Majeure if and to the extent that such party is prevented or delayed from performing by reason of the Force Majeure; provided, however, that (a) the suspension of performance shall be of no greater scope and of no longer duration than is necessarily caused by the Force Majeure and required by any remedial measures, (b) no obligations of any party that arose before the occurrence of such causes shall be excused as the result of the occurrence, and (c) each party shall use commercially reasonable efforts to remedy its inability to perform; and provided, further, that no Force Majeure shall excuse any payment obligations of any party otherwise due hereunder. Each party shall notify the other as to the occurrence and resolution of any force majeure event.

"Force Majeure" means any occurrence that was not anticipated as of the Effective Date that: (a) in whole or in part: (i) delays a party's performance under this Agreement; (ii) causes a party to be unable to perform its obligations; or (iii) prevents a party from complying with or satisfying the conditions of this Agreement; (b) is not within the control of that party; and (c) the party has been unable to overcome by the exercise of due diligence, including an act of God, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, strike or labor dispute, or actions or inactions of any governmental authority.

### **Limited Warranty**

Service Provider warrants that services provided pursuant to this Agreement shall be performed in a reasonable and workmanlike manner. Service Provider further warrants that any services provided hereunder shall be performed in accordance with prudent industry practices, all applicable laws and regulations, specifications and processes recommended by the equipment manufacturers. Service Provider shall not take any actions that would void or impair any other warranty covering the system.

**WARRANTY DISCLAIMER.** THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE SERVICES PROVIDED ON THE FACE OF THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS ANY AND ALL WARRANTIES OF ANY OTHER KIND, INCLUDING ANY EXPRESS WARRANTY AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, SYSTEM PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY AS TO ANY PARTICULAR LEVEL OF SYSTEM PRODUCTION OR FINANCIAL BENEFIT TO SYSTEM OWNER.

### **Indemnification**

Subject to the other terms and limitations in this Agreement, Service Provider shall defend, indemnify and

hold harmless System Owner and its directors, officers, agents, employees, successors and assigns (collectively, the “System Owner Indemnified Persons”) from and against any personal injury or property damage losses incurred by any System Owner Indemnified Person as a result of, arising out of, relating to, or in the nature of injury or death to any person, or loss of or damage to, or loss of use of property of third parties, to the extent caused by the gross negligence or willful misconduct of Service Provider.

Subject to the other terms and limitations in this Agreement, System Owner shall defend, indemnify and hold harmless Service Provider and its directors, officers, agents, employees, successors and assigns (collectively, the “Service Provider Indemnified Persons”) from and against any losses incurred by any Service Provider Indemnified Person as a result of, arising out of, relating to, or in the nature of injury or death to any person, or loss of or damage to, or loss of use of property of third parties, to the extent caused by the gross negligence or willful misconduct of System Owner.

### **Insurance**

Service Provider shall obtain and maintain in force during the term of this Agreement comprehensive general liability insurance against all claims of bodily injury, death, or property damage with coverage at least equivalent to a combined single limit of \$1,000,000 each occurrence and \$2,000,000 aggregate; and automobile liability insurance, if applicable, with coverage at least equivalent to \$1,000,000 each accident, \$1,000,000 each occurrence.

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- (a) Other Party breaching any representation or warranty in any material respect or failing to perform any material obligation set forth in this Agreement and such breach or failure is not cured within ten (10) days after notice from non-breaching Party;
- (b) Such Party’s discretion for any reason upon 30 days written notice to the other.

### **Dispute Resolution**

Any dispute, controversy or claim with respect to the terms, performance or breach of this Agreement will be first submitted to mediation. If the matter is not resolved by mediation, or a party refuses to participate after receiving notice, then either party may submit the matter to binding arbitration. Mediation and/or arbitration will be conducted before a neutral retired judge or attorney with experience in the solar industry appointed by one of the following organizations to administer the mediation/arbitration process: the American Arbitration Association; JAMS; or Resolution Remedies which organization shall be selected by the initiating party. Any mediation/arbitration fees will be divided equally between the parties involved. The prevailing party at arbitration will be awarded its costs, including attorneys’ fees, and the arbitration award may be entered in any court having jurisdiction. If either party refuses or fails to timely name an arbitrator, furnish required payments or information demanded, or participate in the arbitration, then arbitration may proceed before an arbitrator named by the participating party, and the arbitrator is hereby authorized to decide the dispute ex parte (without the other party’s participation), based upon the information presented to the arbitrator. This duty to mediate and arbitrate shall survive termination of this Agreement or either party’s performance of it.

### **Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH



THE SUBSTANTIVE LAW OF THE STATE CALIFORNIA WITHOUT REFERENCE TO CONFLICT OF LAW RULES THEREOF.

**Waiver, Severability**

Any failure on the part of a Party to insist upon the performance of this Agreement or any part thereof shall not constitute a waiver of any right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the Party waiving the right. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

**Notices**

Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving Party, or sent by email or facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section. All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below:

If to System Owner:  
Kingsburg Joint Unified High School District  
Attn: Randy Morris, Superintendent  
1900 18th Ave  
Kingsburg, CA 93631  
RMorris@kjuhsd.k12.ca.us

If to Service Provider:  
TerraVerde Renewable Partners, LLC  
Attn: Asset Management  
1100 Larkspur Landing Circle, Suite 155  
Larkspur, CA 04939  
Dan.Rosenberg@tvrpllc.com

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This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns. Neither Party shall have the right to assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed; provided however, that both Parties shall have the right to assign or otherwise transfer this Agreement to any parent, subsidiary, affiliated entity or pursuant to any merger, consolidation or reorganization, provided that all such assignees and transferees agree in writing to be bound by the terms of this Agreement prior to such assignment or transfer.

**Entire Agreement, Counterparts**

This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior written or oral agreements between said parties with respect to said subject matter. No modification to the terms and conditions of this Agreement shall be binding on the Parties unless approved by a signed writing by the Parties hereto. In the event of a conflict between this Agreement and any other writing between the Parties, the terms and conditions of this Agreement shall control. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.



**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first written above.

**SERVICE PROVIDER: TerraVerde Renewable Partners, LLC.**

Name:  
Title:  
Date:

**Service Provider Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Name:  
Title:  
Date:

**System Owner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



Appendix 1  
System Owner's Solar Photovoltaic System ("System")

| Sites                                  | Address                                 | Size (kW)     |
|--|---|---------------|
| Kingsburg HS                           | 1900 18th Ave, Kingsburg, CA 93631      | 539.07        |
| Kingsburg Alternative Education Center | 2311 Sierra Street, Kingsburg, CA 93631 | 24.99         |
| <b>Total</b>                           | ---                                     | <b>564.06</b> |

**Appendix 2**  
**Scope of Work**

1. Provide updated utility bill savings and remaining utility bill projections based on recent energy use profiles and SCE rate schedules.
2. Monitor system performance daily through SunEdison Connect portal to ensure that all issues are caught immediately. Confirm PPA Service Provider<sup>1</sup> is aware of and effectively communicating about open cases.
3. Work with District to identify PPA Service Provider Point of Contact for any outstanding issues
4. Verify that all contractual obligations are being met by PPA Service Provider, including Performance Guarantee obligations.
5. Conduct historical performance assessment. This will include a review of all PPA Service Provider reports as well as all production and weather data available in the SunEdison monitoring portal.
6. Provide annual savings reports by reviewing every 15 minute interval of energy production and usage throughout the year.
7. Provide quarterly energy production reports.
8. Verify validity of PPA invoice amounts on a quarterly basis.
9. Evaluate cost/benefit of PPA buyout in year 6, per terms of the PPA contract.
10. Consider need for panel washing and negotiate arrangement with PPA Service Provider, if necessary

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<sup>1</sup> PPA Service Provider refers to SunEdison, Enfinity SPV, or current system owner

Appendix 3  
**System Owner Responsibilities**

- 1- Provide access to online utility data directly through utility website, appropriate third party website, or utility representative
- 2- Provide PPA invoices on a quarterly basis

**ISSUE:** Presented to the Board is the request to purchase an Aqueduct Aquaponics System, \$5,700.00, for the Agriculture Department using the Career Technical Education Incentive Grant (CTEIG) Capital Outlay Fund.

**ACTION:** Approve or deny the Agriculture Department purchase of an Aqueduct Aquaponics System to support the agriculture career tech classes on campus.

**RECOMMENDATION:** Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_



**Kingsburg Joint Union High School District**  
**Agriculture Department**  
1900 18<sup>th</sup> Avenue  
Kingsburg, CA 93631  
(559) 897-2248

---

To: Board of Trustees  
Kingsburg Joint Union High School District

From: Brian Donovan  
Vocational Education Coordinator

Date: 10/28/16

Re: Career Technical Education Incentive Grant (CTEIG) Capital Outlay

I am requesting board approval of the below item to be purchased to help support Career Tech Education on campus. Quotes have been obtained and fall within the overall budget of the CTEIG Funds. The total grant amount for our district was \$192,342 to help strengthen CTE classes on our campus.

**Agriculture Department:**

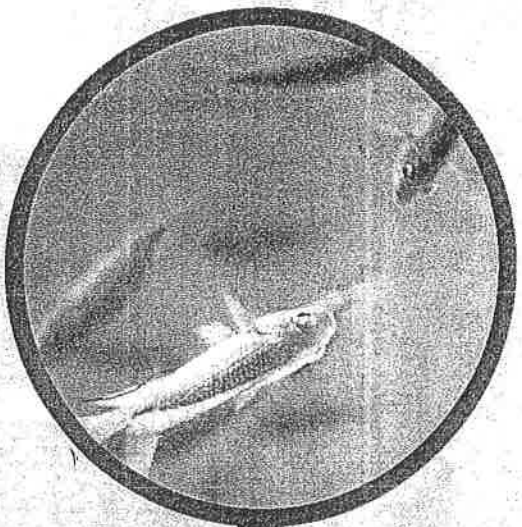
\$5,700 Aqueduct Aquaponics System (Information attached) Shipping included on quote.

Aquaponics system to teach alternative growing techniques with the use of floating rafts, and clay media, and fish. The system has a fish tank, and two growing beds. This is a comprehensive turnkey system that would benefit students in our Ornamental Horticulture and Ag Science Pathways. This system comes with 19 weeks of curriculum that could be used to help educate students in these growing techniques.

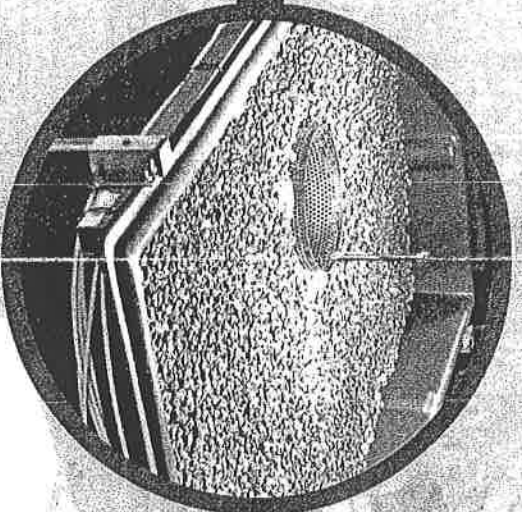
If you have any questions or concerns, I can be reached by cell phone (650-255-2876). Thank you!

# AQUEDUCT

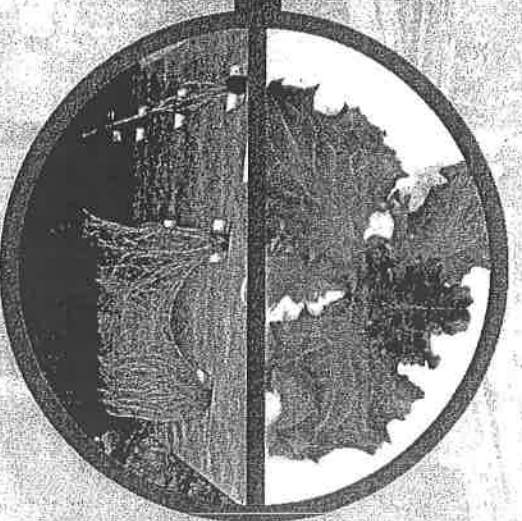
Aquaponics Growing System by Stuppy Inc



Fish Tank



Growing Tank with Media



Growing Tank with Rafts

FISH TANK

MEDIA BED

FLOAT BED

SUMP TANK

## Quick & Easy Assembly • Construction Tech Support

### WHAT'S INCLUDED?

- Tanks: Fish (1), Growing (2), Sump (1)
- Benches (2) and All Hardware
- Preassembled PVC Pipe and Fittings
- Expanded Clay Media
- Food Safe, Rockwool-Ready Float Rafts
- Sheet of Rockwool Plugs
- Water Pump
- Air Pump
- Air Stones and Tubing
- Water Testing Kit

- Coupon for Tilapia Fingerlings (50)\*\*
- Six Month Supply of Fish Food\*\*\*
- Seeds for Curriculum Labs
- Aquaponics Curriculum
- Assembly Instructions
- \*\*Introductory Offer Only

### SOLD SEPARATELY:

- In-Line Heater with PVC assembly
- Grow Lights
- EC meter

Educational Special

\$5495

### FEATURES:

- 650 Gallon System
- 5'x20' Footprint
- Supports 50-75 Fish
- Growing Beds: Can Support up to 100 Plants (depending on variety)
- Quick and Easy Assembly
- Construction and Growing Technical Support

### FOR EDUCATIONAL SETTINGS:

- 19 Week Curriculum\*
- Topics (6)
- Lessons (24)
- Labs (6)
- Vocabulary
- Critical Thinking Questions
- Created by Horticulture and Aquaponics Consultant from the University of Arizona - CEAC

800-733-5025

www.stuppy.com/aquaponics

aquaponics@stuppy.com



**ISSUE:**

Presented to the Board are the individuals selected for the 2016-17 Agriculture Advisory Committee to serve this year:

- Jeff Bortolussi
- Kevin Esau
- Makayla Gardner
- Lance Jackson
- Tim Morris
- Frank Tebeau
- Jesus Urueta

**ACTION:**

Approve or deny

**RECOMMENDATION:**

Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_



**Kingsburg Joint Union High School District**  
**Agriculture Department**  
1900 18<sup>th</sup> Avenue  
Kingsburg, CA 93631  
(559) 897-2248

---

To: Board of Trustees  
Kingsburg Joint Union High School District

From: Brian Donovan  
Agriculture Department Chair

Date: 10/28/16

Re: 2016-17 Agriculture Advisory Committee

The Kingsburg High School Agriculture Department is requesting board approval of the individuals selected to serve on the 2016-17 Agriculture Advisory Committee. This committee, comprised of 7 community members, meets 2-3 times per year to provide valuable input and direction for the Ag Department.

Please see attached list

If you have any questions or concerns, I can be reached in the agriculture office (897-2248) or by cell phone (650-255-2876). Thank you.



**ISSUE:** Presented to the Board is the Non Represented Certificated 2% increase to the salary schedule for 2016-17.

**ACTION:** Approve or deny the Non Represented Certificated 2% increase.

**RECOMMENDATION:** Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_

**ISSUE:** Presented to the Board is the Certificated Contract Agreement.

**ACTION:** Approve or deny the Certificated Contract Agreement

**RECOMMENDATION:** Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_



# KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

1900 18<sup>th</sup> Avenue • Kingsburg, California 93631 • (559) 897-7721 • FAX (559) 897-7759

Randy Morris, Superintendent

Board of Trustees: Rick Jackson, Brent Lunde, Steve Nagle, Mike Serpa, Johnie Thomsen

October 20, 2016

Negotiations  
2016-2017

This is the contract agreement between the Kingsburg Joint Union High School District Teachers Association and the Kingsburg Joint Union High School District for 2016-17, 2017-18.

The KJUHSOTA and the KJUHSD agree to the following salary schedule adjustments.

- 2% increase for the 2016-17 school year retroactive to July 1 2016.
- Implement extra duty compensation schedule (attached) effective July 2016.
- 2017-18, Add a 2% (of the base) at step 20 (20 years of consecutive teaching with a valid teaching credential) to the salary schedule for those in columns IV and V.
- Replace current certificated teacher evaluation form with the form attached.

This is a two-year agreement (2016-17, 2017-18). The entire agreement will expire June 2018. Both the KJUHSD and KJUHSOTA agree to continue discussion on language and procedures relative to the master agreement. If mutual agreements are reached prior to the contract expiration date both parties will establish MOU's reflecting those agreements. The agreement is subject to approval by the KJUHSD Board of Trustees and the association membership ratification.

Kingsburg Joint Union High School District  
Teachers Association

Kingsburg Joint Union High School District  
Board of Trustees

Kingsburg Joint Union High School District  
Teachers Association

Kingsburg Joint Union High School District  
Superintendent

11-2-16

Date

11-2-16

Date

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
 COACHING RATES  
 2016-2017  
 APPENDIX B

| Sport             | Position     | 1/3         |           | Total Stipend | Seasons  |   |
|-------------------|--------------|-------------|-----------|---------------|----------|---|
| Baseball          | Head         | \$ 53,746   | 7.00%     | \$ 3,762      | 1        |   |
|                   | JV           | \$ 53,746   | 6.00%     | \$ 3,225      | 1        |   |
|                   | Asst. V      | \$ 53,746   | 6.00%     | \$ 3,225      | 1        |   |
|                   | Asst. JV     | \$ 53,746   | 5.00%     | \$ 2,687      | 1        |   |
| Basketball        | Head Boys V  | \$ 53,746   | 7.00%     | \$ 3,762      | 1        |   |
|                   | JV           | \$ 53,746   | 6.00%     | \$ 3,225      | 1        |   |
|                   | Frosh        | \$ 53,746   | 5.50%     | \$ 2,956      | 1        |   |
| Basketball        | Head Girls V | \$ 53,746   | 7.00%     | \$ 3,762      | 1        |   |
|                   | JV           | \$ 53,746   | 6.00%     | \$ 3,225      | 1        |   |
|                   | Frosh        | \$ 53,746   | 5.50%     | \$ 2,956      | 1        |   |
| XCountry Football | Head         | \$ 53,746   | 6.50%     | \$ 3,493      | 1        |   |
|                   | Head Varsity | \$ 53,746   | 8.00%     | \$ 4,300      | 1        |   |
|                   | Head JV      | \$ 53,746   | 6.00%     | \$ 3,225      | 1        |   |
|                   | Head Frosh   | \$ 53,746   | 6.00%     | \$ 3,225      | 1        |   |
|                   | Asst. V      | \$ 53,746   | 6.00%     | \$ 3,225      | 1        |   |
|                   | Asst. V      | \$ 53,746   | 6.00%     | \$ 3,225      | 1        |   |
|                   | Asst. V      | \$ 53,746   | 6.00%     | \$ 3,225      | 1        |   |
|                   | Asst. JV     | \$ 53,746   | 5.50%     | \$ 2,956      | 1        |   |
|                   | Asst. JV     | \$ 53,746   | 5.50%     | \$ 2,956      | 1        |   |
|                   | Asst. JV     | \$ 53,746   | 5.50%     | \$ 2,956      | 1        |   |
|                   | Asst. Frosh. | \$ 53,746   | 5.50%     | \$ 2,956      | 1        |   |
|                   | Golf         | Head Boys   | \$ 53,746 | 6.50%         | \$ 3,493 | 1 |
|                   |              | Heads Girls | \$ 53,746 | 6.50%         | \$ 3,493 | 1 |
|                   | Soccer       | Head Boys   | \$ 53,746 | 6.50%         | \$ 3,493 | 1 |
|                   |              | JV Boys     | \$ 53,746 | 5.50%         | \$ 2,956 | 1 |
|                   | Soccer       | Head Girls  | \$ 53,746 | 6.50%         | \$ 3,493 | 1 |
| JV Girls          |              | \$ 53,746   | 5.50%     | \$ 2,956      | 1        |   |
| Softball          | Head Varsity | \$ 53,746   | 7.00%     | \$ 3,762      | 1        |   |
|                   | Head JV      | \$ 53,746   | 6.00%     | \$ 3,225      | 1        |   |
|                   | Asst. V      | \$ 53,746   | 6.00%     | \$ 3,225      | 1        |   |
|                   | Asst. JV     | \$ 53,746   | 5.00%     | \$ 2,687      | 1        |   |
| Swim              | Head Boys    | \$ 53,746   | 7.00%     | \$ 3,762      | 1        |   |
|                   | Asst.        | \$ 53,746   | 5.50%     | \$ 2,956      | 1        |   |
| Swim              | Head Girls   | \$ 53,746   | 7.00%     | \$ 3,762      | 1        |   |
|                   | Asst.        | \$ 53,746   | 5.50%     | \$ 2,956      | 1        |   |
| Diving            | Head         | \$ 53,746   | 6.00%     | \$ 3,225      | 1        |   |
| Tennis            | Boys         | \$ 53,746   | 7.00%     | \$ 3,762      | 1        |   |
|                   | Girls        | \$ 53,746   | 7.00%     | \$ 3,762      | 1        |   |
| Track             | Boys         | \$ 53,746   | 7.00%     | \$ 3,762      | 1        |   |
|                   | Girls        | \$ 53,746   | 7.00%     | \$ 3,762      | 1        |   |
|                   | Asst Track   | \$ 53,746   | 5.50%     | \$ 2,956      | 1        |   |
|                   | Asst Track   | \$ 53,746   | 5.50%     | \$ 2,956      | 1        |   |

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
 COACHING RATES  
 2016-2017  
 APPENDIX B

| Sport             | Position     | 1/3 |           | Total Stipend | Seasons   |   |                  |
|-------------------|--------------|-----|-----------|---------------|-----------|---|------------------|
| Volleyball        | Head Varsity |     | \$ 53,746 | 7.00%         | \$ 3,762  | 1 |                  |
|                   | Head JV      |     | \$ 53,746 | 6.00%         | \$ 3,225  | 1 |                  |
|                   | Frosh        |     | \$ 53,746 | 5.50%         | \$ 2,956  | 1 |                  |
| WaterPolo         | Head Boys    |     | \$ 53,746 | 7.00%         | \$ 3,762  | 1 |                  |
|                   | Head JV      |     | \$ 53,746 | 5.50%         | \$ 2,956  | 1 |                  |
| WaterPolo         | Head Girls   |     | \$ 53,746 | 7.00%         | \$ 3,762  | 1 |                  |
|                   | Head JV      |     | \$ 53,746 | 5.50%         | \$ 2,956  | 1 |                  |
| Wrestling         | Varsity      |     | \$ 53,746 | 7.00%         | \$ 3,762  | 1 |                  |
|                   | JV           |     | \$ 53,746 | 5.50%         | \$ 2,956  | 1 |                  |
| Flag Coach        | Head         |     | \$ 53,746 | 6.00%         | \$ 3,225  | 1 |                  |
| Pep Squad         | Head         | 3x  | \$ 53,746 | 5.50%         | \$ 8,868  | 3 | 1/3rd per season |
|                   | Asst         | 3x  | \$ 53,746 | 5.00%         | \$ 8,062  | 3 | 1/3rd per season |
| Weight Rm         |              | 3x  | \$ 53,746 | 6.99%         | \$ 11,271 | 3 | 1/3rd per season |
| Athletic Director |              | 3x  | \$ 53,746 | 9.00%         | \$ 15,591 | 3 | 1/3rd per season |

AD position will be stipend or conference period buyout (not both)

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE

2016-2017

APPENDIX B

| DESCRIPTION    | TITLE        | COLUMN 1 STEP 3 |       | Amount Per Semester | TOTAL STIPEND |                   |  |
|----------------|--------------|-----------------|-------|---------------------|---------------|-------------------|--|
| AGRICUTURE     | TEACHER 1    | 53,746          | 7.00% | \$ 1,881.11         | \$3,762       | 3.5% per semester |  |
|                | TEACH ER 2   | 53,746          | 7.00% | \$ 1,881.11         | \$3,762       | 3.5% per semester |  |
|                | TEACHER 3    | 53,746          | 7.00% | \$ 1,881.11         | \$3,762       | 3.5% per semester |  |
| MESA           | HEAD         | 53,746          | 3.00% | \$ -                | \$1,612       |                   |  |
| DRAMA          | DIRECTOR     | 53,746          | 7.00% | \$ 1,881.11         | \$3,762       | 3.5% per semester |  |
|                | ASSISTANT X2 | 53,746          | 4.00% | \$ 1,074.92         | \$2,150       | 2% per semester   |  |
| MATH TEAM      | HEAD         | 53,746          | 4.00% | \$ -                | \$2,150       |                   |  |
|                | ASSISTANT    | 53,746          | 3.50% | \$ -                | \$1,881       |                   |  |
| NEWSPAPER      |              | 53,746          | 3.00% | \$ 806.19           | \$1,612       | 1.5% per semester |  |
| MOCK TRIAL     | HEAD         | 53,746          | 5.00% | \$ -                | \$2,687       |                   |  |
| SCIENCE FAIR   | HEAD         | 53,746          | 5.00% | \$ -                | \$2,687       |                   |  |
|                | ASSITANT     | 53,746          | 5.00% | \$ -                | \$2,687       |                   |  |
| YEARBOOK       | HEAD         | 53,746          | 3.00% | \$ 806.19           | \$1,612       | 1.5% per semester |  |
| MUSIC          | BAND         | 53,746          | 7.00% | \$ 1,881.11         | \$3,762       | 3.5% per semester |  |
|                | CHOIR        | 53,746          | 7.00% | \$ 1,881.11         | \$3,762       | 3.5% per semester |  |
| SPEECH CONTEST | Head         | 53,746          | 1.50% | \$ -                | \$806         |                   |  |

**ISSUE:**

Presented to the Board is the resignation of Juan Ramirez as a RSP Instructional Aide for the Kingsburg Joint Union High School District during the 2016-17 school year.

**ACTION:**

Approve or deny the resignation of Juan Ramirez as a RSP Instructional Aide for the Kingsburg Joint Union High School District.

**RECOMMENDATION:**

Recommend approval with best wishes

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_

Juan Ramires  
1256 Tuolumne St  
Parlier, CA 93648  
(559)743-4944  
jramires@kingsburghigh.com

11/7/2016

Kingsburg Joint Union High School  
RSP Aide  
1900 18<sup>th</sup> Ave  
Kingsburg, CA 93631

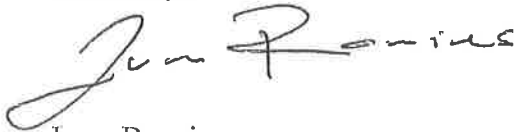
Dear Mrs. Schreiner:

I am writing to announce my resignation from Kingsburg Joint Union High School, effective two weeks from this date. I will be working for to Tulare County Office of Education.

This was not an easy decision to make. I've enjoyed working for you and a very successful school staff dedicated to the students success. Thank you for the opportunities for growth that you have provided me.

I wish you and all of Kingsburg High School staff all the best. If I can be of any help during the transition, please don't hesitate to ask.

Sincerely,

A handwritten signature in cursive script that reads "Juan Ramires". The signature is written in black ink and is positioned above the printed name.

Juan Ramires



**ISSUE:** Presented to the Board is the 2016-17 First Interim Report.

**ACTION:** Approve or deny the 2016-17 First Interim Report

**RECOMMENDATION:** Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_

**ISSUE:**

Presented to the Board is Resolution #R14-1617 for the Board of Trustees of the Kingsburg Joint Union High School District Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2014, Series B, in the Aggregate Principal Amount of not to Exceed \$8,000,000 and Approving Related Documents and Actions.

**ACTION:**

Approve or deny Resolution #R14-1617 authorizing the issuance and sale of general obligation bonds in the aggregate principal amount of not to exceed \$8,000,000.

**RECOMMENDATION:**

Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT**

**RESOLUTION NO. R14-1617**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
AUTHORIZING THE ISSUANCE AND SALE OF GENERAL  
OBLIGATION BONDS, ELECTION OF 2014, SERIES B, IN THE  
AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED  
\$8,000,000 AND APPROVING RELATED DOCUMENTS AND  
ACTIONS**

**WHEREAS**, an election was duly and regularly held in the Kingsburg Joint Union High School District (the "District") on June 3, 2014, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting Measure K (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$13,000,000 (the "Bonds"), and the requisite 55% of the votes cast were in favor of the issuance of the Bonds; and

**WHEREAS**, the Board is authorized to provide for the issuance and sale of any series of Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

**WHEREAS**, the District previously issued a first series of Bonds in the principal amount of \$5,000,000; and

**WHEREAS**, the District wishes at this time to initiate proceedings for the issuance of a second series of Bonds under the Bond Law in the aggregate principal amount of not to exceed \$8,000,000 to be designated "Kingsburg Joint Union High School District (Fresno, Kings and Tulare Counties, California) General Obligation Bonds, Election of 2014, Series B" (the "Series B Bonds") as provided in this Resolution for the purpose of providing financing for projects which are authorized under the Bond Measure;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Kingsburg Joint Union High 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 them below, unless the context clearly requires some other 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, and investment agreements, including guaranteed investment contracts, float contracts or other investment products (provided that such agreements comply with the requirements of Section 148 of the Tax Code). The County Treasurer shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Series B 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 exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

"Bond Measure" means Measure K submitted to and approved by the requisite 55% of the voters on June 3, 2014, under which the issuance of the Bonds has been authorized.

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

"Building Fund" means the fund established and held by the County Treasurer under Section 3.03.

"Closing Date" means the date upon which there is a delivery of the Series B Bonds in exchange for the amount representing the purchase price of the Series B 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 Series B 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, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series B Bonds.

"County" means the County of Fresno, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Fresno County Treasurer-Tax Collector, or any authorized deputy thereof.

“Current Interest Bonds” means the Series B Bonds which are designated as such in the Bond Purchase Agreement, the interest on which is payable on a current basis on each Interest Payment Date.

“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 Kingsburg Joint Union High 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 Superintendent, the Chief Business Official or 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, New York, New York, 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.

“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” with respect to any Current Interest Bond means February 1 and August 1 in each year during the term of such Current Interest Bond, 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 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 Series B Bonds, means all Series B Bonds except: (a) Series B Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series B Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c)

Series B Bonds in lieu of or in substitution for which other Series B Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

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

“Paying Agent” means any bank, trust company, national banking association or other financial institution appointed as paying agent for the Bonds in the manner provided in Article VI of this Resolution.

“Record Date” means the 15<sup>th</sup> day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Series B 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.

“Series B Bonds” means the not-to-exceed \$8,000,000 aggregate principal amount of Kingsburg Joint Union High School District (Fresno, Kings and Tulare Counties, California) General Obligation Bonds, Election of 2014, Series B, issued and at any time Outstanding under this Resolution.

“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 Stifel, Nicolaus & Company, Incorporated, as underwriter of the Series B 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 entered into under the provisions of the Bond Law. The Board 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 Series B 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, and that the amount of the Series B Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

## ARTICLE II

### THE SERIES B BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Series B Bonds in the aggregate principal amount not to exceed \$8,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition or improvement of educational facilities in accordance with the Bond Measure and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series B Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest and premium, if any, on all Series B Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Series B Bonds will be issued as Current Interest Bonds, and shall be designated the "Kingsburg Joint Union High School District (Fresno, Kings and Tulare Counties, California) General Obligation Bonds, Election of 2014, Series B".

SECTION 2.02. *Terms of Series B Bonds.*

(a) Terms of Current Interest Bonds. The Current Interest 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 Current Interest Bonds maturing in the year of maturity of the Current Interest Bond for which the denomination is specified. Current Interest Bonds will be lettered and numbered as the Paying Agent may prescribe. The Current Interest Bonds will be dated as of the Closing Date.

Interest on the Current Interest Bonds is payable semiannually on each Interest Payment Date. Each Current Interest 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 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 Current Interest Bond is in default at the time of authentication thereof, such Current Interest 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 Series B 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.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Series B Bonds, but such numbers do not constitute a part of the contract evidenced by the Series B 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 Series B Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series B 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 the Series B Bonds (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 Series B 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 the Series B Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series B Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Series B 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 Series B 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 Series B Bonds, the provisions of the Bond Purchase Agreement will be controlling.

#### SECTION 2.03. *Redemption of Series B Bonds.*

(a) Optional Redemption Dates and Prices. The Series B Bonds are 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 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 Series B Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Series B 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 Series B Bonds for Redemption. Whenever less than all of the Outstanding Series B Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series B Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Current Interest Bond will be deemed to consist of individual bonds of \$5,000 portions. The Series B 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 30 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series B 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 Series B 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 Series B Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series B Bonds are to be called for redemption, shall designate the serial numbers of the Series B Bonds to be redeemed by giving the individual number of each Series B Bond or by stating that all Series B Bonds between two stated numbers, both inclusive, or by stating that all of the Series B Bonds of one or more maturities have been called for redemption, and shall require that such Series B 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 Series B Bonds will not accrue from and after the redemption date.

Upon surrender of Series B 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 Series B Bond or Bonds, of the same maturity, of

authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series B 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 (and premium, if any) on the Series B Bonds so called for redemption have been duly provided, the Series B 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 Series B 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 Series B Bonds under subsection (a) of this Section 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 Series B Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series B 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 (c) of this Section.

SECTION 2.04. *Form of Series B Bonds.* The Current Interest 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 forms, respectively, 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 Series B Bonds.* The Series B Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Clerk of the Board. Only those Series B 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 Series B 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 Series B Bonds.* Subject to Section 2.10, any Series B 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 Series B 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. The District may charge a reasonable sum for each new Series B Bond issued upon any transfer.

Whenever any Series B Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series B Bond or Bonds, for like aggregate principal amount. No transfers of Series B Bonds shall be

required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Series B Bonds.* Series B Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Series B 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 Series B Bond issued upon any exchange (except in the cases of any exchange of temporary Series B Bonds for definitive Series B Bonds). No exchange of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B 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 Series B 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, Series B Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Series B Bonds, and the Series B Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series B Bonds shall be initially executed and delivered in the form of a single fully registered Series B Bond for each maturity date of the Series B Bonds in the full aggregate principal amount of the Series B 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 Series B 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 Series B 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 Series B Bonds. The District shall cause to be paid all principal and interest with respect to the Series B 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 Series B 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 Series B 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 Series B 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 Series B Bonds. In such event, the District shall issue,

transfer and exchange Series B Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Series B 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 Series B 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 Series B Bonds evidencing the Series B Bonds to any Depository System Participant having Series B Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series B Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series B 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 Series B Bond and all notices with respect to such Series B Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series B Bonds.

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

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, 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 Depository Trust Company 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 Depository Trust Company 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 Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

## ARTICLE III

### SALE OF SERIES B BONDS; APPLICATION OF PROCEEDS

#### SECTION 3.01. *Sale of Series B Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of Series B Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series B Bonds to the underwriting firm of Stifel, Nicolaus & Company, Incorporated, as Underwriter. The Series B Bonds shall be sold pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that the average rate of interest to be borne by the Series B Bonds shall not exceed the maximum rate permitted by law and the Underwriter's discount shall not exceed 0.80% of the par amount of the Series B Bonds. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series B Bonds at negotiated sale for the following reasons: (a) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market, (b) a negotiated sale will permit the time schedule for the issuance and sale of the Series B Bonds to be expedited and (c) enhance the opportunity for the purchase of Bonds by local residents.

(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 Series B 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 Series B Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, and an agreement facilitating the payment of Costs of Issuance. 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 Series B Bonds.* The proceeds of the Series B Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The portion of the proceeds representing the premium (if any) received by the County Treasurer on the sale of the Series B Bonds will be deposited in the Debt Service Fund established pursuant to Section 4.02.
- (b) All remaining proceeds received by the County Treasurer from the sale of the Series B Bonds will be deposited in the Building Fund established pursuant to Section 3.03.

At the option of the District, a portion of the proceeds of the Series B Bonds to be used by the District to pay Costs of Issuance may be deposited with a fiscal agent selected by the District, as provided in Section 15146(g) of the Education Code in order to facilitate the payment of Costs of Issuance. A District Representative is authorized to enter into an agreement with such fiscal agent to facilitate such payment. In addition, the Bond Purchase Agreement may provide that the Underwriter is obligated to pay certain Costs of Issuance and a District Representative is authorized to review and consent to a schedule of such costs.

SECTION 3.03. *Building Fund.* The County Treasurer shall create and maintain a fund designated as the "Kingsburg Joint Union High School District, Election of 2014, Series B Building Fund," into which the proceeds from the sale of the Series B Bonds shall be deposited, to the extent required under Section 3.02(b). The County Treasurer shall maintain separate accounting for the proceeds of the Series B Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series B Bonds shall be expended by the District solely for the financing of projects for which the Series B Bond proceeds are authorized to be expended under the Bond Measure (which includes related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Series B Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series B Bonds.

If excess amounts remain on deposit in the Building Fund after payment in full of the Series B Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series B Bonds have been authorized or otherwise in accordance with the Bond Law.

SECTION 3.04. *Estimated Financing Costs.* The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of Isom Advisors, a Division of Urban Futures, Inc., has previously been engaged to act as the District's financial advisor, in connection with the issuance and sale of the Series B Bonds. The estimated costs of

issuance associated with the bond sale are \$160,000, which include bond counsel and disclosure counsel fees, costs of printing the Official Statement, financial advisor fees, rating agency fees, and paying agent fees, but which do not include underwriting fees and the cost of municipal bond insurance, if obtained.

## ARTICLE IV

### SECURITY FOR THE SERIES B BONDS; DEBT SERVICE FUND

SECTION 4.01. *Security for the Series B Bonds.* The Series B Bonds are general obligations of the District. The Board has the power to direct the County 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 Series B Bonds and the interest and redemption premium (if any) thereon. The District hereby directs the County 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 Series B Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, including the principal of any Series B 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.

The principal of and interest and redemption premium (if any) on Series B Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series B Bonds. In no event are the principal of and interest and redemption premium (if any) on Series B Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series B Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code.

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 "Kingsburg Joint Union High School District Election of 2014, Series B General Obligation Bonds Debt Service Fund", which the County Treasurer shall maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest and premium (if any) on the Series B Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

The Debt Service Fund is hereby pledged for the payment of the principal of and interest on the Series B Bonds when and as the same become due, including the principal of any term Series B Bonds required to be paid upon the mandatory sinking fund redemption thereof. Amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest and redemption premium (if any) on the Series B Bonds when due. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the

Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code.

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 Series B 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 Series B Bonds. DTC will thereupon make payments of principal and interest on the Series B Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Series B Bonds. Any moneys remaining in the Debt Service Fund after the Series B Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, as provided in Section 15234 of the Education Code.

SECTION 4.04. *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 Series B 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 County 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 Series B Bonds, in conformity with the terms of the Series B 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 Series B 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 Series B Bonds then Outstanding, or their representatives authorized in writing.

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

SECTION 5.04. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series B Bonds are not so used as to cause the Series B Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series B Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

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

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owners of the Series B Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Exemption from Rebate Requirement. The District is a governmental unit with the power to impose taxes of general applicability which, when collected, may be used for general purposes of the District; the Bonds are not private activity bonds within the meaning of section 141 of the Internal Revenue Code of 1986 (the "Code"); and ninety-five percent (95%) of the Net Sale Proceeds of the Bonds are to be used for local governmental activities of the District. The aggregate face amount (or, issue prices, in the case of issues with a net original issue discount or net original issue premium in excess of two percent (2%) of the principal amount of the issue, excluding original issue premium used for reasonable underwriter's compensation) of all tax-exempt obligations (other than private activity bonds as defined in section 141 of the Code) issued by the District, including all subordinate entities of the District and all entities which may issue obligations on behalf of the District, during the calendar year during which the Bonds are being issued, is not reasonably expected to exceed \$15,000,000, of which no more than \$5,000,000 is for other than the construction of public school facilities, excluding, however, that portion of current refunding obligations having a principal amount not in excess of the principal amount of the refunded obligation. By reason of the statements set forth in this subparagraph, the District will not rebate excess investment earnings, if any, to the federal government.

(f) Small Issuer Exemption from Bank Nondeductibility Restriction. The District hereby designates the Bonds for purposes of paragraph (3) of section 265(b) of the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Tax Code, except certain qualified 501(c)(3) bonds as defined in section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including the Bonds, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year 2016.

SECTION 5.05. *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 Series B Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series B Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *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, and for the better assuring and confirming unto the Owners of the Series B 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., is hereby appointed to act as the initial Paying Agent for the Series B Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series B 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 Series B 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 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.

The Paying Agent may at any time resign by giving written notice to the District and the Series B 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 Series B Bonds.* The Paying Agent may become the owner of any of the Series B 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 Series B 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 Series B 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 SERIES B BOND OWNERS

SECTION 7.01. *Remedies of Series B Bond Owners.* Any Series B Bond Owner has the right, for the equal benefit and protection of all Series B 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 Series B 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 Series B Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series B 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 Series B 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 Series B Bond Owners.

SECTION 7.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Series B Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series B Bonds to the respective Owners of the Series B 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 Series B Bonds.

A waiver of any default by any Series B 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 Series B 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 Series B 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 Series B Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series B Bond Owners, the District and the Series B 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 Series B 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, 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 Series B 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 federal income taxation of interest on the Series B 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 Series B Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Series B Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Series B 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 Series B 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 Series B 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 County, the Paying Agent and the Owners of the Series B 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 Series B Bonds.

#### SECTION 9.02. *Defeasance of Series B Bonds.*

(a) Discharge of Resolution. Any or all of the Series B 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 Series B 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 Series B Bonds; or
- (iii) by delivering such Series B Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series B 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 Series B 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 Series B Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series B 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 Series B Bond (whether upon or prior to its maturity or the redemption date of such Series B Bond), provided that, if such Series B 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 Series B 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 Series B 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 Series B Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series B 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 Series B 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 Series B Bonds and all unpaid interest thereon to maturity, except that, in the case of Series B 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 Series B 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 Series B Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series B 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 Series B 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 Series B Bonds and



remaining unclaimed for two years after the principal of all of the Series B Bonds has become due and payable (whether 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 Series B 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 Series B 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 Series B 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 Series B 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 Series B Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series B Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series B 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 Series B Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series B 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 Series B Bond shall bind all future Owners of such Series B 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 Series B 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 County; Indemnification.* The County (including its 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 Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (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 its powers and duties hereunder which are not due to its negligence or bad faith.

SECTION 9.06. *Destruction of Canceled Series B Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Series B 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 Series B 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 Series B 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 Series B 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 Series B 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 November 14, 2016, by the following vote:

|                               |                                |                             |                                  |                                 |
|-------------------------------|--------------------------------|-----------------------------|----------------------------------|---------------------------------|
| Board Member – Steve Nagle    | : <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Abstain | <input type="checkbox"/> Absent |
| Board Member – Johnie Thomsen | : <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Abstain | <input type="checkbox"/> Absent |
| Board Member – Rick Jackson   | : <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Abstain | <input type="checkbox"/> Absent |
| Board Member – Brent Lunde    | : <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Abstain | <input type="checkbox"/> Absent |
| Board Member – Mike Serpa     | : <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Abstain | <input type="checkbox"/> Absent |

AYES:

NOES:

ABSENT:

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President of the Board of Trustees  
Mr. Mike Serpa  
Kingsburg Joint Union High School District,  
Fresno County, California

ATTEST:

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Clerk of the Board of Trustees  
Mr. Brent Lunde  
Kingsburg Joint Union High School District,  
Fresno County, California

**APPENDIX A**

**FORM OF SERIES B CURRENT INTEREST BOND**

REGISTERED BOND NO. \_\_\_\_\_ \*\*\*\$ \_\_\_\_\_ \*\*\*

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT**  
(Fresno, Kings and Tulare Counties, California)  
**GENERAL OBLIGATION BOND**  
ELECTION OF 2014, SERIES B

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

REGISTERED OWNER:

PRINCIPAL AMOUNT: \*\*\* \_\_\_\_\_ DOLLARS\*\*\*

The Kingsburg Joint Union High School District (the "District"), located in the Counties of Fresno, Kings and Tulare (the "County"), 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 August 1, 2017 (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 15<sup>th</sup> 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 July 15, 2017, 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., in Los Angeles, California. 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 15<sup>th</sup> 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.

Principal hereof is payable at the corporate trust office of the Paying Agent. 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 15<sup>th</sup> 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 "Kingsburg Joint Union High School District (Fresno, Kings and Tulare Counties, California) General Obligation Bonds, Election of 2014, Series B" (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 Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), and under a Resolution of the Board of Trustees of the District adopted on \_\_\_\_\_, 2016 (the "Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite 55% vote of the electors of the District cast at a special bond election held on June 3, 2014, upon the question of issuing bonds in the amount of \$13,000,000.

The Bonds are being issued in the form of Current Interest Bonds in the aggregate principal amount of \$\_\_\_\_\_ 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 and redemption premium, if any, on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, 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 and redemption premium, if any, 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<br>Redemption Date<br><u>(August 1)</u> | Principal<br>Amount To Be<br><u>Redeemed</u> |
|--|--|
|--|--|

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, the redemption premium, if any, 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 30 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 15<sup>th</sup> 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.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

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 Kingsburg Joint Union High School District has caused this Bond to be executed by the facsimile signature of its President and attested by the facsimile signature of the Clerk of its Board of Trustees, all as of the date stated above.

**KINGSBURG JOINT UNION HIGH SCHOOL  
DISTRICT**

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Clerk of the Board

**CERTIFICATE OF AUTHENTICATION**

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

Authentication Date:

**US BANK, NATIONAL ASSOCIATION, as  
Paying Agent**

\_\_\_\_\_  
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 a 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.



**ISSUE:** Presented to the Board is Resolution #R13-1617 Setting the Date and Time of the Annual Organizational Meeting of the Board for December 2016.

**ACTION:** Approve or deny the date of \_\_\_\_\_ for the Annual Organizational Meeting of the Board.

**RECOMMENDATION:** Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_



# KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

1900 18<sup>th</sup> Avenue • Kingsburg, California 93631 • (559) 897-7721 • FAX (559) 897-7759

Randy Morris, Superintendent

Board of Trustees: Rick Jackson, Brent Lunde, Steve Nagle, Mike Serpa, Johnie Thomsen

BEFORE THE GOVERNING BOARD OF THE  
KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
COUNTY OF FRESNO, CALIFORNIA

In the Matter of Setting the )  
Day and Time of the Annual Organizational ) **RESOLUTION R13-1617**  
Meeting of the Board )

WHEREAS, California Education Code section 35143 (applicable to school districts) and section 72000 (applicable to community college districts) require the district's governing board to hold an annual organizational meeting on a day within a 15-day period which commences with the date upon which a governing board member elected takes office, the first Friday in December; and

WHEREAS, pursuant to the aforementioned statutes, the annual organizational meeting day and time is to be selected by the governing board at the regular meeting held immediately prior to the first day of the 15-day period.

NOW, THEREFORE, BE IT RESOLVED that the \_\_\_\_\_ day of December 2016, at \_\_\_\_\_, is the day and time ordered as the day of the annual organizational meeting for the above-named governing board.

BE IT FURTHER RESOLVED that the clerk/secretary of the governing board is directed to notify the Fresno County Superintendent of Schools by sending an executed copy of this Resolution and the attached Certification to the Fresno County Superintendent of Schools.

BE IT FURTHER RESOLVED the clerk/secretary of the governing board shall, within 15 days prior to the day of the annual organizational meeting, notify all members and members-elect, if any, of the day and time selected for the annual organizational meeting of the governing board, in writing.

The foregoing Resolution was adopted this 14<sup>th</sup> day of November, 2016, at a regular meeting of the governing board hereof by the following vote:

Board Member – Steve Nagle : \_\_Yes \_\_No \_\_Abstain \_\_Absent  
Board Member – Johnie Thomsen : \_\_Yes \_\_No \_\_Abstain \_\_Absent  
Board Member – Rick Jackson : \_\_Yes \_\_No \_\_Abstain \_\_Absent  
Board Member – Brent Lunde : \_\_Yes \_\_No \_\_Abstain \_\_Absent  
Board Member – Mike Serpa : \_\_Yes \_\_No \_\_Abstain \_\_Absent

Dated: November 14, 2016.

Signature: \_\_\_\_\_  
Mike Serpa, President of the Board

Print Name: Mr. Mike Serpa, President of the Board



## ANNUAL ORGANIZATIONAL MEETING STATUTES

### Cal Ed Code § 5017

Each person elected at a regular biennial governing board member election shall hold office for a term of four years commencing on the first Friday in December next succeeding his or her election. Any member of the governing board of a school district or community college district whose term has expired shall continue to discharge the duties of the office until his or her successor has qualified. The term of the successor shall begin upon the expiration of the term of his or her predecessor.

### Cal Ed Code § 35143 Annual organizational meetings

The governing board of each school district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He shall notify in writing all members and members-elect of the date and time.

At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

At the annual meeting each city board of education shall organize by electing a president from its members.

At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations which shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

### Ed Code § 72000 District name; Power to sue; Meetings

(a) The district and its governing board may sue and be sued, and shall act in accordance with Section 70902.

(b) The district name shall be adopted and changed as follows:

- (1) The first governing board of any new community college district shall, at the first meeting of the board or as soon as practicable thereafter, name the district. The district shall be designated as the "\_\_\_\_ Community College District."
- (2) The governing board of a community college district may, by resolution, change the name of the district or of any of the community colleges maintained by the district. However, the name shall continue to contain the words "Community College District" or "Community College," as appropriate.
- (3) Whenever a petition is presented to the governing board of a community college district, signed by at least 15 qualified electors of any community college district, asking that the name of the district, be changed, the governing board shall, at its next regular meeting, designate a day upon which it will conduct a hearing and act upon the petition, which hearing shall not be less than 10 days nor more than 40 days after that regular meeting. The clerk of the governing board shall give notice to all interested parties by sending a notice of the time for the hearing of the petition. Notices shall be mailed at least 10 days before the day set for the hearing. At the hearing the board shall by resolution either grant or deny the petition, and if the petition is granted, the clerk shall notify the Board of Governors of the California Community Colleges of the change of the name of the district or of any community college maintained by the district.
- (4) The name "\_\_\_\_ Community College District" and the names of community colleges maintained by the district are the property of the district. No person shall, without permission of the board, use these names, or any abbreviation of them, or any name of which these words are a part in any of the following ways:

- (A) To designate any business, social, political, religious, or other organization, including, but not limited to, any corporation, firm, partnership, association, group, activity or enterprise.
  - (B) To imply, indicate or otherwise suggest that any organization, or any product or service of the organization is connected or affiliated with, or is endorsed, favored or supported by, or is opposed by one or more California community colleges, the Board of Governors of the California Community Colleges, or the office of the Chancellor of the California Community Colleges.
  - (C) To display, advertise, or announce these names publicly at or in connection with any meeting, assembly, or demonstration, or any propaganda, advertising or promotional activity of any kind which has for its purpose or any part of its purpose the support, endorsement, advancement, opposition or defeat of any strike, lockout, or boycott or of any political, religious, sociological, or economic movement, activity or program.
  - (D) The provisions of this section shall not preclude the use of the name "\_\_\_\_ Community College" or "\_\_\_\_ Community College District" by any person or organization otherwise subject to this section using the name immediately prior to the effective date of this section, so long as the name is not used in additional, different ways.
  - (E) Nothing in this section shall interfere with or restrict the right of any person to make a true and accurate statement in the course of stating his or her experience or qualifications for any academic, governmental, business, or professional credit or enrollment, or in connection with any academic, governmental, professional or other employment whatsoever.
- (5) Any reference to junior colleges or junior college districts in any law shall be deemed to refer to community colleges and community college districts, respectively.

(c) Meetings of the governing board shall be held as follows:

- (1) Within 20 days after the appointment of the community college board provided for by Section 72023, the board of governors shall call an initial organizational meeting of the board by giving at least 10 days' notice by registered mail to each member, for the purposes of organizing the community college board.

At the initial organizational meeting the community college board shall organize by electing a president from its members and a secretary, and may transact any other business relating to the affairs of the community college district.

(2)

(A) The governing board of each community college district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The secretary of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

(B) If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of the 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He or she shall notify in writing all members and members-elect of the date and time.

(C) At the annual meeting, the governing board of the community college district shall organize by electing a president, from its members, and a secretary.

- (3) As an alternative to the procedures set forth in paragraph (2), in a community college district the boundaries of which are coterminous with the boundaries of a city and county, the governing board members of which district are elected in accordance with a city and county charter, the annual organizational meeting of the governing board may be held between January 8 and January 31, inclusive, as provided in rules and regulations adopted by the board. At the annual organizational meeting the community college district governing board shall organize by electing a president and vice president from its members.

- (4) Subject to this section, the governing board of any community college district shall hold regular monthly meetings and shall by rule and regulation fix the time and place for its regular meetings. The action shall be given proper notice to all members of the board of the regular meetings.

(d) The governing board shall conduct its meetings as follows:

- (1) A notice identifying the location, date, and time of the meeting shall be posted in each community college maintained by the district at least 10 days prior to the meeting and shall remain so posted to and including the time of the meeting.

- (2) The governing board shall conduct its meetings within the boundaries of the community college district, except as provided in subparagraphs (A) and (B).
  - (A) The governing board may meet outside of its district boundaries for the limited purpose of meeting with another local agency so long as the meeting meets both of the following criteria:
    - (i) The meeting occurs within the boundaries of one of the participating local agencies.
    - (ii) The meeting is open and accessible to the public, including the residents of the district whose board is meeting outside the boundaries of the district.
  - (B) The governing board may meet outside of its district boundaries if the board finds it necessary to meet in closed session with its attorney to discuss pending litigation and if the attorney's office is located outside of the boundaries of the district.
- (3) Except as otherwise provided by law, the governing board shall act by majority vote of all of the membership constituting the governing board.
- (4) Every official action taken by the governing board of every community college district shall be affirmed by a formal vote of the members of the board, and the governing board of every community college district shall keep minutes of its meetings, and shall maintain a journal of its proceedings in which shall be recorded every official act taken.
- (5) Notwithstanding any other provision of law, if a community college district governing board consists of seven members and not more than two vacancies occur on the governing board, the vacant position or positions shall not be counted for purposes of determining how many members of the board constitute a majority. Whenever any of the provisions of this code require unanimous action of all or a specific number of the members elected or appointed to the governing board, the vacant position or positions shall be excluded from determination of the total membership constituting the governing board.

**POLICY GUIDE SHEET****June 2016****Page 1 of 1**

Note: Descriptions below identify major revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.

**BP 2121 - Superintendent's Contract**

(BP revised)

Policy updated to clarify the conditions under which the Governing Board may meet in closed session under the "labor exception" (Government Code 54957.6) of the Ralph M. Brown Act to discuss superintendent contact, salary, or compensation paid in the form of fringe benefits.

**BB 9321 - Closed Session Purposes and Agendas**

(BB revised)

Bylaw updated to clarify that the Board may not meet in closed session under the "personnel exception" (Government Code 54957) of the Ralph M. Brown Act to discuss or act upon any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline. "Negotiations/Collective Bargaining" section revised to reflect that the Board may meet with the district's designated representatives in closed session under the "labor exception" (Government Code 54957.6) of the Ralph M. Brown Act to discuss salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees, including the Superintendent.

## POLICY GUIDE SHEET

July 2016

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Note: Descriptions below identify revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.

### **BP/AR 0450 - Comprehensive Safety Plan**

(BP/AR revised)

Policy updated to clarify the district's responsibility to annually review comprehensive school safety plans. Regulation updated to delete the requirement to include hate crime reporting procedures in the safety plan, as they are no longer required by law. List of optional plan components expanded to include (1) policy related to firearms possession on campus; (2) measures to minimize gang influence; (3) guidelines for the roles and responsibilities of mental health professionals, community intervention professionals, school counselors, school resource officers, and police officers on school campuses; (4) strategies for suicide prevention; (5) procedures to handle disruptions; and (6) concepts related to environmental safety.

### **BP/AR/E 0520.2 - Title I Program Improvement Schools**

(BP/AR revised; E deleted)

Policy and regulation updated to reflect the Every Student Succeeds Act (ESSA) (P.L. 114-95), U.S. Department of Education (USDOE) guidance, and the California Department of Education (CDE) transition plan, which require schools identified for program improvement (PI) to continue to implement their school improvement plans during the 2016-17 school year while a new system of school support and improvement activities for Title I schools is developed. Policy also deletes references to the federal measure of "adequate yearly progress" and the requirements to offer intradistrict transfers and supplemental educational services (SES) to eligible students, as these have been eliminated under ESSA. Material on the Parent Empowerment Act moved from AR to BP, and "Program Evaluation" section revised to reflect requirement to develop and post a report card with specified content. Regulation deletes sections on "Definitions," "Parental Notifications," "Student Transfers," and "Supplemental Educational Services," and adds section on "Alternative Supports" to reflect the CDE's transition plan which requires that district-defined supports be provided to eligible students. Exhibits (1) and (2) deleted since forms related to intradistrict transfers and SES are no longer needed.

### **BP/AR 0520.3 - Title I Program Improvement Districts**

(BP revised; AR deleted)

Policy updated to reflect the Every Student Succeeds Act (P.L. 114-95), USDOE guidance, and the CDE's transition plan, which, for the 2016-17 school year, require districts identified for program improvement (PI) to continue to implement their improvement plans and any recommendations of a district assistance and intervention team assigned to the district. Policy deletes outdated reference to the federal measure of "adequate yearly progress," deletes section on "Early Warning System" since districts are not being newly identified for PI, and consolidates and shortens material reflecting requirements for districts based on the number of years in PI. Regulation deleted as some requirements are no longer applicable and others are duplicated in the BP.

### **BP/AR 3513.3 - Tobacco-Free Schools**

(BP/AR revised)

Policy updated to reflect NEW LAW (ABX2 9, 2016) which requires all districts, not just those receiving state Tobacco-Use Prevention Education funds, to prohibit tobacco use on school campuses. Policy also reflects new definitions of "smoking" and "tobacco" pursuant to NEW LAW (SBX2 5, 2016). Regulation reflects provision of ABX2 9 which requires signs prohibiting tobacco use to be displayed at all school entrances, and deletes option to designate a smoking area on campus.



## POLICY GUIDE SHEET

July 2016

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### AR 3516.3 - Earthquake Emergency Procedure System

(AR revised)

Minor revision made in regulation to change name of the California Emergency Management Agency to the California Governor's Office of Emergency Services.

### BP/AR 3553 - Free and Reduced Price Meals

(BP/AR revised)

Minor revisions made in policy and regulation to delete references to sharing free and reduced-price meal records for the purpose of determining the eligibility of students in Title I program improvement schools for school choice and supplemental educational services, as those requirements were eliminated in the Every Student Succeeds Act (P.L. 114-95), and instead authorize the use of those records to determine eligibility for alternative supports offered in accordance with the CDE's transition plan.

### BP 3555 - Nutrition Program Compliance

(BP revised)

Policy updated to clarify that, although state and federal law prohibit discrimination in child nutrition programs for all protected categories, the CDE and U.S. Department of Agriculture (USDA) only investigate complaints of discrimination based on race, color, national origin, sex, age, and disability. Policy also reorganizes and expands the responsibilities of the district's civil rights coordinator to reflect CDE's guidebook as updated in November 2015, and updates the addresses where complaints may be submitted. Nondiscrimination statement that is required to be printed on program documents, pamphlets, brochures, and other materials updated to reflect the USDA's 2015 statement.

### BP 4112.2 - Certification

(BP revised)

Policy updated to add requirement, as amended by the Every Student Succeeds Act (P.L. 114-95), to notify parents/guardians of each student attending a school receiving Title I funds that they may request certain information regarding the qualifications of their child's teacher.

### E 4112.9/4212.9/4312.9 - Employee Notifications

(E revised)

Minor revision made in exhibit to delete notification (last item of section II) regarding the opportunity to comment and participate when a school is identified for restructuring under Title I program improvement, repealed by the Every Student Succeeds Act (P.L. 114-95).

### BP 4113 - Assignment

(BP revised)

Policy updated to delete material re: assignment of teachers who meet the qualifications of "highly qualified" teachers, as those requirements were repealed by the Every Student Succeeds Act (ESSA) (P.L. 114-95). Policy also revised to reflect the continuing requirement to describe in the Title I local educational agency plan how the district will address any disparities that result in low-income or minority students being taught at higher rates by ineffective, inexperienced, or out-of-field teachers. Details reflecting the state's Compliance Monitoring, Intervention and Sanctions program deleted as the CDE's ESSA transition plan indicates that districts will not be required to participate in that program in the 2016-17 school year.

### AR 4115 - Evaluation/Supervision

(AR revised)

Minor revision made in regulation to delete requirement that a teacher, in order to be evaluated on a five-year schedule, must meet the qualifications of a "highly qualified" teacher if applicable for the position, as the highly qualified teacher requirements were repealed by the Every Student Succeeds Act (P.L. 114-95).

## POLICY GUIDE SHEET

July 2016

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### **AR/E 4222 - Teacher Aides/Paraprofessionals**

(AR revised; E deleted)

Regulation updated to delete material on the qualifications and duties of paraprofessionals working in a program supported by Title I funds, as those requirements were repealed by the Every Student Succeeds Act (P.L. 114-95). Regulation also consolidates options for the requirement that paraprofessionals demonstrate proficiency in reading, writing, and mathematics equivalent to or exceeding the proficiency required for high school seniors. Exhibit which provided a sample attestation of compliance with Title I paraprofessional requirements deleted.

### **BP/AR 5116.1 - Intradistrict Open Enrollment**

(BP/AR revised)

Policy and regulation updated to delete priority for intradistrict open enrollment for students transferring out of a school identified for program improvement (PI), as the Every Student Succeeds Act (ESSA) (P.L. 114-95) eliminated requirements to offer such transfers. Policy also clarifies that Open Enrollment Act transfers for the 2016-17 school year are to be based on the CDE's 2015-16 list of open enrollment schools since the Academic Performance Index is currently suspended. Regulation also reflects ESSA requirement that students who were previously granted intradistrict transfers out of a PI school must be allowed to remain in the school to which they transferred until the highest grade offered by the school.

### **BP/AR 5121 - Grades/Evaluation of Student Achievement**

(BP/AR revised)

Policy and regulation updated to reflect research-supported best practices regarding grading, including the separation of nonacademic factors from students' academic grades. Policy also adds optional paragraph on reports of student progress on specific academic standards.

### **BP 5131.62 - Tobacco**

(BP revised)

Policy updated to reflect **NEW LAW** (ABX2 9, 2016) which requires all districts, not just those receiving state Tobacco-Use Prevention Education funds, to prohibit tobacco use on school campuses and **NEW LAW** (SBX2 5, 2016) which establishes new definitions of "smoking" and "tobacco."

### **AR 6158 - Independent Study**

(AR revised)

Minor revision made in regulation to reflect **NEW LAW** (SB 828, 2016) which expands the types of documents that may be maintained electronically to include supplemental agreements, assignment records, work samples, and attendance records as well as the master agreement. Related material moved to "Records" section and expanded.

### **AR 6164.41 - Children with Disabilities Enrolled by Their Parents in Private School**

(AR revised)

Minor revision made in regulation to delete the statement that private school teachers providing services to students with disabilities do not need to meet the federal requirements for "highly qualified" teachers, as requirements for highly qualified teachers were repealed by the Every Student Succeeds Act (P.L. 114-95).

### **BP 6179 - Supplemental Instruction**

(BP revised)

Policy updated to delete reference to the requirement to provide supplemental educational services to eligible students from low-income families in Title I schools identified for program improvement, as the requirement was repealed by the Every Student Succeeds Act (ESSA) (P.L. 114-95), and to add the requirement to provide alternative supports to eligible students in accordance with the CDE's ESSA transition plan.

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Note: Descriptions below identify revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.

**BP/AR 1312.3 - Uniform Complaint Procedures**

(BP/AR revised)

Mandated policy updated to reflect programs that must be investigated in accordance with the uniform complaint procedures (UCP), as listed on the California Department of Education's 2016/17 UCP Checklist. Mandated administrative regulation revised to clarify required annual notification and complaint filing requirements, and to provide for equitable treatment of a respondent to a complaint as required under federal law.

**BP/AR 3230 - Federal Grant Funds**

(BP/AR added)

New mandated policy and mandated regulation reflect major requirements for the management of federal grant funds contained in the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"), including the mandate to adopt written procedures related to procurement, conflict of interest, cash management, and allowable costs. Policy addresses the board's desire to maintain fiscal integrity and transparency in the use of federal grant funds, key components of the district's financial management system, and the submission of performance reports in accordance with law and the requirements of the awarding agency. Regulation includes material related to allowable costs, procurement, cash management, audits, and records, including requirements for employees to document "time and effort" spent on grant activities. Regulation also reflects the option to delay implementation of the procurement standards in the Uniform Guidance up to July 1, 2017, provided that the decision is documented in the district's procurement policy.

**BP/AR 3270 - Sale and Disposal of Books, Equipment and Supplies**

(BP/AR revised)

Policy and regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds and to cross-reference new BP/AR 3230 - Federal Grant Funds.

**AR 3440 - Inventories**

(AR revised)

Regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds, cross-reference new BP/AR 3230 - Federal Grant Funds, and reflect requirement to annually submit an inventory listing of federally owned property in the district's custody to the federal agency that granted the award.

**AR 3460 - Financial Reports and Accountability**

(AR revised)

Regulation updated to add general language on the need to audit federal grant funds, while deleting detailed material regarding the submission of records related to the audit of federal funds, now addressed in AR 3230 - Federal Grant Funds. Section on "Other Postemployment Benefits Report" updated to reflect Governmental Accounting Standards Board (GASB) Statement 75, which supersedes GASB Statement 45 for fiscal years beginning after June 15, 2017, although earlier implementation is encouraged. Revisions reflect the requirements to report the total unfunded liability for OPEBs and to perform an actuarial valuation every two years regardless of the number of members in the OPEB plan, although an alternative method is still allowed for plans with fewer than 100 members.

**POLICY GUIDE SHEET**  
**September 2016**  
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**AR 3512 - Equipment**  
(AR revised)

Regulation updated to make minor revisions in the renumbering of legal cites pursuant to the Uniform Guidance for federal grant funds and to cross-reference new BP/AR 3230 - Federal Grant Funds.

**BP/AR 5145.3 - Nondiscrimination/Harassment**  
(BP/AR revised)

Mandated policy revised to clarify (1) that the policy is applicable to off-campus conduct that may have a continuing impact on a student at school, and (2) that the district must investigate all allegations of discrimination of which it has notice, regardless of whether a formal written complaint is filed, and must take action to address any effect of discrimination found. Mandated administrative regulation updated to ensure consistency of reporting procedure with formal complaint process in the UCP and to clarify various provisions in the section on "Transgender and Gender-Nonconforming Students."

**BP/AR 5145.7 - Sexual Harassment**  
(BP/AR revised)

Mandated policy revised to clarify that the district must investigate every allegation of sexual harassment of which it has notice, whether or not a formal written complaint is filed, and, when needed, must take interim measures to ensure safety of any student complainant or victim of sexual harassment. Mandated administrative regulation revised to recommend how the district may address a report of off-campus sexually harassing conduct.

## The College Readiness Block Grant Plan

### BACKGROUND

The College Readiness Block Grant is hereby established for the purposes of providing California's high school pupils, particularly unduplicated pupils as defined in Sections 42238.01 and 42238.02, additional supports to increase the number who enroll at institutions of higher education and complete an undergraduate degree within four years.

A school district, county office of education, or charter school shall be eligible for an allocation based on an equal amount per unduplicated pupil enrolled in grades 9 through 12 during the 2015-16 fiscal year, as defined in EC sections 42238.01 and 42238.02, attending a school that is currently accredited or in the process of obtaining accreditation from the Accrediting Commission for Schools, Western Association of Schools and Colleges. No school district, county office of education, or charter school serving at least one unduplicated pupil in grades 9–12 shall receive an allocation of less than \$75,000.

Senate Bill 828 (Ch. 29, Statutes of 2016)

Block grant funds apportioned to eligible local educational agencies shall be used for activities that directly support pupil access and successful matriculation to institutions of higher education. Eligible activities may include, but are not limited to, the following:

- (1) Providing teachers, administrators, and counselors with professional development opportunities to improve pupil A–G course completion rates, pupil college-going rates, and college readiness of pupils, including providing for the development of honors and Advanced Placement courses.
- (2) Beginning or increasing counseling services to pupils and their families regarding college admission requirements and financial aid programs.
- (3) Developing or purchasing materials that support college readiness, including materials that support high performance on assessments required for admittance to a postsecondary educational institution.
- (4) Developing comprehensive advising plans to support pupil completion of A–G course requirements.
- (5) Implementing collaborative partnerships between high schools and postsecondary educational institutions that support pupil transition to postsecondary education, including, but not limited to, strengthening existing partnerships with the University of California and the California State University to establish early academic outreach and college preparatory programs.
- (6) Providing subsidies to unduplicated pupils, as defined in Sections 42238.01 and 42238.02, to pay fees for taking advanced placement exams.
- (7) Expanding access to coursework or other opportunities to satisfy A–G course requirements to all pupils, including, but not necessarily limited to, pupils enrolled in schools identified by the department as high schools with 75 percent or greater enrollment of unduplicated pupils, pursuant to subdivision (g). These opportunities may include, but shall not be limited to, new or expanded partnerships with other secondary or postsecondary educational institutions.

As a condition for receiving funds under this article, a school district, county office of education, or charter school shall develop a plan describing how the funds will increase

or improve services for unduplicated pupils to ensure college readiness. The plan shall include information regarding how it aligns with the school district's local control and accountability plan required pursuant to Section 52060, the county superintendent of schools' local control and accountability plan required pursuant to Section 52066, or the charter school's local control and accountability plan required pursuant to Section 47605 or 47605.6 and Section 47606.5. The plan shall also include a description of the extent to which all pupils within the school district, county office of education, or charter school, particularly unduplicated pupils, as defined in Sections 42238.01 and 42238.02, will have access to A-G courses approved by the University of California.

***Funding***

The estimated amount of one-time funds to be received for this purpose is **\$84,515**.

**CURRENT CONSIDERATIONS:**

Kingsburg Joint Union High School Districts' goal is to administer the College Readiness Block Grant funds to all schools within the district; Kingsburg High School, Oasis High School and Kingsburg Independent Study.

| <b>Proposed Expenditures</b>                  | <b>Description</b>  | <b>Estimated Cost</b> |
|---|---|-----------------------|
| <b>AP Teacher Training</b>                    | <b>Funding for 6 teachers who have not attended AP training in the last 5 years.</b>  | <b>14,000</b>         |
| <b>AVID Summer Institute</b>                  | <b>Funding for 5 people to attend AVID Summer Institute the next two years.</b>   | <b>20,500</b>         |
| <b>College and Career Center</b>              | <b>Funding for two professional development conferences, an additional phone line on the C&amp;C and money to provide a college and career night for the 2016-17 year and 2017-18 year.</b> | <b>6,000</b>          |
| <b>ELA Training (English Teachers)</b>        | <b>Funding for professional development in ELA standards and student preparation for the SBAC/EAP assessment.</b>   | <b>10,000</b>         |
| <b>Math Training (Math Teachers)</b>          | <b>Funding for professional development in math standards and student preparation for the SBAC/EAP assessment.</b>  | <b>10,000</b>         |
| <b>Reading Apprenticeship Training</b>        | <b>Funding for 5 teachers to attend reading apprenticeship training</b>   | <b>5,000</b>          |
| <b>ELA Training (Social Studies/ Science)</b> | <b>Funding for professional development in incorporating the ELA and math standards into the classroom.</b>   | <b>10,000</b>         |

|                                 |   |               |
|---------------------------------|---|---------------|
| <b>ELA Training (Electives)</b> | <b>Funding for professional development in incorporating the ELA and math standards into the classroom.</b> | <b>5,000</b>  |
| <b>Substitute</b>               | <b>Funding to pay for substitute costs related to professional development.</b>                             | <b>4,015</b>  |
|                                 |   |               |
| <b>Total Expenditures</b>       |   | <b>84,515</b> |

The expenditures outlined in the College Readiness Block Grant Plan are aligned with the Local Control Accountability Plan (LCAP) for Kingsburg Joint Union High School District in several key areas. Goal 1 of the current LCAP addresses academic achievement; College Readiness Block Grant funds will provide training for AP teachers to become more prepared in helping students achieve success on the AP test. Professional development on AVID instructional strategies will support student success in becoming eligible for a four-year university and acquiring the skills to be successful in the transition. Additional professional development will be specific to the SBAC/EAP test as the EAP test is the placement exam for students wanting to attend a California State University. Goal 3 of the current LCAP addresses academic achievement through professional development. Professional development will be provided to all academic areas to improve student English and math skills. As our teachers know and understand the standards more, they will be prepared better to implement strategies for academic success and preparation for college. Goal 4 of the current LCAP addresses student transition to post-secondary schooling; College Readiness Block Grant funds increase such opportunities through the school events for students preparing for college, in addition to their parents and family members. All pupils, including unduplicated pupils, enrolled in Kingsburg Joint Union High School District have access to approved A-G courses.

The impact of the College Readiness Grant will be measured in multiple ways. Academic achievement will be measured by assessing SBAC/EAP, AP success, and A-G requirements for the unduplicated students. For SBAC/EAP, analysis will be done to show increased percent of students meeting the standard to be eligible for college-level math and English. In AP classes, the total number of unduplicated students enrolled will be tracked, as well as their AP score to measure improvement. Parent meetings will be measured by the number of parents attending the meetings.





## ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 10/1/2016 through 10/31/2016

Account Range: ALL

| ACCOUNT # AND DESCRIPTION               | BEG BALANCE       | INCOME           | EXPENSE          | TRANSFERS   | BALANCE           |
|---|-------------------|------------------|------------------|-------------|-------------------|
| 124-10-00 WEIGHTLIFTING                 | 1,562.28          |                  |                  |             | 1,562.28          |
| 125-10-10 FOOTBALL                      | 2,520.28          | 1,659.00         |                  |             | 4,179.28          |
| 126-10-00 BASKETBALL                    | 176.00            |                  |                  |             | 176.00            |
| 127-10-10 BASEBALL                      | 785.00            |                  |                  |             | 785.00            |
| 128-10-20 SOFTBALL                      | 0.00              |                  |                  |             | 0.00              |
| 129-10-00 CROSS COUNTRY                 | 14,724.04         | 456.00           | 84.00            |             | 15,096.04         |
| 130-40-00 AVID                          | 3,059.84          | 1,841.00         |                  |             | 4,900.84          |
| 130-40-09 AVID 9                        | 0.00              |                  |                  |             | 0.00              |
| 130-40-10 AVID 10                       | 0.00              |                  |                  |             | 0.00              |
| 130-40-11 AVID 11                       | 0.00              |                  |                  |             | 0.00              |
| 130-40-12 AVID 12                       | 150.00            | 300.00           |                  |             | 450.00            |
| 131-40-00 YEARBOOK                      | 47,856.54         | 14,755.65        |                  |             | 62,612.19         |
| 132-40-00 VIKING VOICE                  | 0.00              |                  |                  |             | 0.00              |
| 133-30-00 IOTA LAMBDA CHI               | 1,664.13          |                  |                  |             | 1,664.13          |
| 134-30-00 MU ALPHA THETA                | 869.56            | 160.00           |                  |             | 1,029.56          |
| 135-00-02 SCI OPPORT-GRANT #2           | 0.00              |                  |                  |             | 0.00              |
| 135-40-00 SCIENCE OPPORTUNITIES         | 1,757.86          | 780.00           |                  |             | 2,537.86          |
| 135-40-01 SCI OPPORT-GRANT #1           | 0.00              |                  |                  |             | 0.00              |
| 136-30-00 KEY CLUB                      | 2,544.81          | 405.64           |                  |             | 2,950.45          |
| 136-30-01 KEY CLUB-LT GOV FUND          | 0.00              |                  |                  |             | 0.00              |
| 137-30-00 CSF                           | 1,272.72          | 5.00             |                  |             | 1,277.72          |
| 138-10-20 VOLLEYBALL                    | 0.00              |                  |                  |             | 0.00              |
| 139-00-00 AP OPPORTUNITIES              | 601.75            |                  |                  |             | 601.75            |
| 140-30-00 ART CLUB                      | 470.21            |                  |                  |             | 470.21            |
| 141-00-00 HISTORY OPPORTUNITIES         | 1,596.35          |                  |                  |             | 1,596.35          |
| 142-00-00 GREEN CLUB                    | 779.01            |                  |                  |             | 779.01            |
| 145-00-00 FFA                           | 1,424.39          | 4,883.15         | 402.72           |             | 5,904.82          |
| 145-01-00 FFA-ORNAMENTAL HORTICULTURE   | 1,261.60          |                  | 22.19            |             | 1,239.41          |
| 145-02-00 FFA DONATION ACCOUNT          | 0.00              |                  |                  |             | 0.00              |
| 148-10-10 WRESTLING                     | 1,390.00          | 1,505.25         |                  |             | 2,895.25          |
| 149-10-00 Jose Valencia Scholarship     | 354.82            | 74.27            |                  |             | 429.09            |
| 150-10-00 ATHLETICS                     | 21,044.26         | 12,375.20        | 12,229.81        |             | 21,189.65         |
| 151-30-00 MULTI-CULTURAL CLUB           | 464.15            |                  |                  |             | 464.15            |
| 152-40-00 PEP SQUAD                     | (14,223.95)       | 446.26           |                  |             | (13,777.69)       |
| 153-40-00 GYM CLOTHES                   | 3,643.97          |                  |                  |             | 3,643.97          |
| 158-30-00 FRIDAY NIGHT LIVE             | 0.00              |                  |                  |             | 0.00              |
| 159-10-00 AQUATICS                      | 149.56            |                  |                  |             | 149.56            |
| 160-40-00 MATH PROJECT                  | 0.00              |                  |                  |             | 0.00              |
| 165-00-00 KAEC                          | 587.63            |                  |                  |             | 587.63            |
| 165-01-00 KAEC OPPORTUNITIES            | 0.00              |                  |                  |             | 0.00              |
| 168-30-00 DRAMA CLUB                    | 8,498.53          |                  | 400.00           |             | 8,098.53          |
| 170-40-00 SHAKESPEAREAN STUDY TOUR      | 0.00              |                  |                  |             | 0.00              |
| 173-30-00 SCIENCE CLUB                  | 617.70            |                  |                  |             | 617.70            |
| 175-30-00 TEACHERS OF TOMORROW          | 743.79            |                  |                  |             | 743.79            |
| 176-10-00 TRACK                         | 4,401.35          |                  |                  |             | 4,401.35          |
| 405-00-00 DISTRICT                      | 2,832.35          | 288.00           | 2,832.35         |             | 288.00            |
| 900-00-00 Web Store Clearing for Remitt | (360.70)          | 63.05            |                  |             | (297.65)          |
| 920-00-00 Web Store Fees                | (755.99)          |                  |                  |             | (755.99)          |
| <b>Total Other Accounts</b>             | <b>149,329.79</b> | <b>57,160.16</b> | <b>21,062.22</b> | <b>0.00</b> | <b>185,427.73</b> |

## ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 10/1/2016 through 10/31/2016

Account Range: ALL

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| 126-10-00 BASKETBALL                    | 176.00            |                  |                  |             | 176.00            |
| 127-10-10 BASEBALL                      | 785.00            |                  |                  |             | 785.00            |
| 128-10-20 SOFTBALL                      | 0.00              |                  |                  |             | 0.00              |
| 129-10-00 CROSS COUNTRY                 | 14,724.04         | 456.00           | 84.00            |             | 15,096.04         |
| 130-40-00 AVID                          | 3,059.84          | 1,841.00         |                  |             | 4,900.84          |
| 130-40-09 AVID 9                        | 0.00              |                  |                  |             | 0.00              |
| 130-40-10 AVID 10                       | 0.00              |                  |                  |             | 0.00              |
| 130-40-11 AVID 11                       | 0.00              |                  |                  |             | 0.00              |
| 130-40-12 AVID 12                       | 150.00            | 300.00           |                  |             | 450.00            |
| 131-40-00 YEARBOOK                      | 47,856.54         | 14,755.65        |                  |             | 62,612.19         |
| 132-40-00 VIKING VOICE                  | 0.00              |                  |                  |             | 0.00              |
| 133-30-00 IOTA LAMBDA CHI               | 1,664.13          |                  |                  |             | 1,664.13          |
| 134-30-00 MU ALPHA THETA                | 869.56            | 160.00           |                  |             | 1,029.56          |
| 135-00-02 SCI OPPORT-GRANT #2           | 0.00              |                  |                  |             | 0.00              |
| 135-40-00 SCIENCE OPPORTUNITIES         | 1,757.86          | 780.00           |                  |             | 2,537.86          |
| 135-40-01 SCI OPPORT-GRANT #1           | 0.00              |                  |                  |             | 0.00              |
| 136-30-00 KEY CLUB                      | 2,544.81          | 405.64           |                  |             | 2,950.45          |
| 136-30-01 KEY CLUB-LT GOV FUND          | 0.00              |                  |                  |             | 0.00              |
| 137-30-00 CSF                           | 1,272.72          | 5.00             |                  |             | 1,277.72          |
| 138-10-20 VOLLEYBALL                    | 0.00              |                  |                  |             | 0.00              |
| 139-00-00 AP OPPORTUNITIES              | 601.75            |                  |                  |             | 601.75            |
| 140-30-00 ART CLUB                      | 470.21            |                  |                  |             | 470.21            |
| 141-00-00 HISTORY OPPORTUNITIES         | 1,596.35          |                  |                  |             | 1,596.35          |
| 142-00-00 GREEN CLUB                    | 779.01            |                  |                  |             | 779.01            |
| 145-00-00 FFA                           | 1,424.39          | 4,883.15         | 402.72           |             | 5,904.82          |
| 145-01-00 FFA-ORNAMENTAL HORTICULTURE   | 1,261.60          |                  | 22.19            |             | 1,239.41          |
| 145-02-00 FFA DONATION ACCOUNT          | 0.00              |                  |                  |             | 0.00              |
| 148-10-10 WRESTLING                     | 1,390.00          | 1,505.25         |                  |             | 2,895.25          |
| 149-10-00 Jose Valencia Scholarship     | 354.82            | 74.27            |                  |             | 429.09            |
| 150-10-00 ATHLETICS                     | 21,044.26         | 12,375.20        | 12,229.81        |             | 21,189.65         |
| 151-30-00 MULTI-CULTURAL CLUB           | 464.15            |                  |                  |             | 464.15            |
| 152-40-00 PEP SQUAD                     | (14,223.95)       | 446.26           |                  |             | (13,777.69)       |
| 153-40-00 GYM CLOTHES                   | 3,643.97          |                  |                  |             | 3,643.97          |
| 158-30-00 FRIDAY NIGHT LIVE             | 0.00              |                  |                  |             | 0.00              |
| 159-10-00 AQUATICS                      | 149.56            |                  |                  |             | 149.56            |
| 160-40-00 MATH PROJECT                  | 0.00              |                  |                  |             | 0.00              |
| 165-00-00 KAEC                          | 587.63            |                  |                  |             | 587.63            |
| 165-01-00 KAEC OPPORTUNITIES            | 0.00              |                  |                  |             | 0.00              |
| 168-30-00 DRAMA CLUB                    | 8,498.53          |                  | 400.00           |             | 8,098.53          |
| 170-40-00 SHAKESPEAREAN STUDY TOUR      | 0.00              |                  |                  |             | 0.00              |
| 173-30-00 SCIENCE CLUB                  | 617.70            |                  |                  |             | 617.70            |
| 175-30-00 TEACHERS OF TOMORROW          | 743.79            |                  |                  |             | 743.79            |
| 176-10-00 TRACK                         | 4,401.35          |                  |                  |             | 4,401.35          |
| 405-00-00 DISTRICT                      | 2,832.35          | 288.00           | 2,832.35         |             | 288.00            |
| 900-00-00 Web Store Clearing for Remitt | (360.70)          | 63.05            |                  |             | (297.65)          |
| 920-00-00 Web Store Fees                | (755.99)          |                  |                  |             | (755.99)          |
| <b>Total Other Accounts</b>             | <b>149,329.79</b> | <b>57,160.16</b> | <b>21,062.22</b> | <b>0.00</b> | <b>185,427.73</b> |

## Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Kingsburg Joint Union High School District

Person completing this form: Randy R. Morris Title: Superintendent

Quarterly Report Submission Date:   
*(check one)*

- July 2016
- October 2016
- January 2017
- April 2017

Date for information to be reported publicly at governing board meeting: November 14, 2016

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

Randy Morris  
 Print Name of District Superintendent

\_\_\_\_\_  
 Signature of Superintendent

November 14, 2016  
 Date

**ISSUE:**

Presented to the Board for employment is Leslie Peters an R/C Classroom Aide during the AM hours for the Kingsburg Joint Union High School District during the 2016-17 school year.

**ACTION:**

Approve or deny the employment of Leslie Peters as an R/C Classroom Aide.

**RECOMMENDATION:**

Recommend approval.

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_

**ISSUE:**

Presented for Board approval is the evaluation of Mr. Randy Morris as Superintendent of Kingsburg Joint Union High School District from November 2015 – November 2016.

**ACTION:**

Approve or deny the evaluation of Mr. Randy Morris as Superintendent of Kingsburg Joint Union High School District.

**RECOMMENDATION:**

Recommend approval

**FOR BOARD ACTION:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_  
Nagle: \_\_\_\_\_ Thomsen: \_\_\_\_\_ Jackson: \_\_\_\_\_ Lunde: \_\_\_\_\_ Serpa: \_\_\_\_\_