

AGENDA
KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
Board Room 1900 18th Avenue 4:00 p.m.
Kingsburg, CA 93631
May 16, 2022

1. **CALL TO ORDER** _____

2. **SALUTE TO THE FLAG**

3. **ROLL CALL AND ESTABLISHMENT OF A QUORUM**

Member's Present _____ _____
 _____ _____
 _____ _____

Members Absent _____ _____

4. **OTHERS PRESENT** _____

5. **APPROVAL OF AGENDA**

Motion _____ Second _____ Vote _____

6. **PUBLIC COMMENT**

Public Comment

*For regular meetings, the public is provided an opportunity to address not only any item on the agenda but any item within the subject matter jurisdiction of the Kingsburg Joint Union High School District. **Disclaimer:** The opinions expressed in public comments are the authors own and do not necessarily reflect the official policies or position of the Kingsburg Joint Union High School District*

Members of the public who wish to provide public comment during observed COVID-19 social distancing guidance may email the district at PublicComment@Kingsburghigh.com by 4:00 p.m. the Friday before the meeting date, which generally lands on Monday. Please note you are not compelled to provide a name and can comment anonymously. The comments will be read outloud during the public comment portion of the meeting in the order in which they were received. If in attendance, social distancing will be required. Public comments are limited to three minutes or 450 written words per speaker. Twenty (20) minutes per issue will be allowed.

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.

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 Regular Meeting – April 19, 2022
- 7.2 Special Meeting – May 2, 2022

8. REPORTS

- 8.1 Superintendent Report
- 8.2 Principal Report
- 8.3 Director Alternative Education Center Report
- 8.4 Student Representative Report
- 8.5 Valley ROP Presentation

9. ACTION

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- 9.2 Interdistrict Permit Requests –2022-2023 17
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- 9.7 Resolution #R34-2122 Providing Issuance Sale of 2022 General Obligation Refunding Bonds 101
- 9.8 College & Career Access Partnership Agreement -Instructional Services Dual Enrollment..... 170
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- 9.15 2022-2023 OASIS & KIS Handbook..... 205
- 9.16 2022-2023 Athletic Handbook 206
- 9.17 Agreement Food Service Between Selma and KJUHS D for 2022-2023 207
- 9.18 Resolution #43-2122 Declaration Rural Status for Purpose Exemption from SB328 211

10. DISCUSSION

- 10.1 – LCAP – Executive Director of Student Services- Cindy Schreiner

11. WRITTEN INFORMATION

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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: Maintenance Painter – Gilbert Badilla 224
- 12.2 Staff Personnel: Summer Student Tech Worker - Ariana Chagoya 231
- 12.3 KHS Coaches: Winter Coaches 2022-2023 233
- 12.4 KHS Additional Fall Coaches: Cheer Coach – Shanna McDonald; Volleyball Head F/S Girls Coach – Mary Rodriguez..... 239

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 _____
 Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

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

PLACE AND DATE

Board Room, Kingsburg High School, 1900 18th Avenue, Kingsburg, California, April 19, 2022.

CALL TO ORDER

The meeting was called to order at 4:03 p.m. by Mr. Rick Jackson, President.

MEMBERS PRESENT

Mr. Rick Jackson, President (4:08 pm)
Mr. Mike Serpa, Clerk
Mr. Brent Lunde, Member (4:19 pm)
Mr. Steve Nagle, Member
Mr. Johnie Thomsen, Member

MEMBERS ABSENT

None

OTHERS PRESENT

Mr. Don Shoemaker, Superintendent
Mr. Rufino Ucelo Jr., Chief Business Official
Dr. Ryan Phelan, Principal
Mr. Ryan Walterman, Director Alternative Education
Ms. Cindy Schreiner, Executive Director Student Services
Ms. Shari Jensen, Superintendent Administrative Assistant

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

APPROVAL OF AGENDA (M221-2122)

Mr. Nagle moved to approve the agenda as presented.

Mr. Thomsen seconded the motion.

The motion carried: 3 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: *(Late)*

Mr. Serpa: Aye

Mr. Jackson: *(Late)*

PUBLIC COMMENTS

None

HEARING SESSION

CONTRACT PROPOSAL BY KJUHSTA FOR 2022-2023 BETWEEN KJUHSTA & KJUHSD

The Board noted the Contract Proposal by KJUHSTA for 2022-2023 Between KJUHSTA & KJUHSD as presented in 6.1 of the supporting documents for public disclosure.

KJUHSD PROPOSAL FOR CONTRACT NEGOTIATIONS WITH KJUHSTA JULY 22 – JUNE 2024

The Board noted the KJUHSD Proposal for Contract Negotiations with KJUHSTA July 22 – June 2024 as presented in 6.2 of the supporting documents for public disclosure.

APPROVAL OF MINUTES

REGULAR MEETING – MARCH 14, 2022 (M222-2122)

Mr. Nagle moved to approve the minutes of the Regular meeting of March 14, 2022 as presented in 7.1 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 3 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: *(Late)*

Mr. Serpa: Aye

Mr. Jackson: *(Late)*

SPECIAL MEETING – MARCH 30, 2022 (M223-2122)

Mr. Nagle moved to approve the minutes of the special meeting of March 30, 2022 as presented in 7.2 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 3 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: *(Late)*

Mr. Serpa: Aye

Mr. Jackson: *(Late)*

REPORTS

COMPUTER DEPARTMENT PRESENTATION

- Teacher, Joshua Woods - Introduced three of the students who have been working on a new phone app for Kingsburg High: Zach Ergo, Elijah Rice and Yazid Alawgari.
- Demonstrated the new Kingsburg High Mobile App, transferring website content to a new user friendly interface for all hand-held devices , specifically geared to phones. Impetus for developing this new application is to provide students and parents with easy access to important information.

SUPERINTENDENT REPORT

- The new HVAC unit is complete at the theater.
- Projects:
 - OASIS bathroom remodel proposal is on the agenda today. Work to begin in near future. New carpet was also installed in the Director of Kingsburg Alternative Education Center office.
 - Discussed future discovery project for fire hydrants on campus, and pressure issue. Continued consultation will need to take place as we move forward with the Kingsburg Fire Department
 - 2022 Tiger ROP – Kingsburg High School students took six 1st place, one 2nd place and one 3rd place award in the Kings Canyon Division. Great job by our students!
- Congratulations to Cindy Schreiner, Administrator and Josh Woods, Teacher, who have been recognized as one of the top three finalists for Administrator and Teacher of the Year 2022 for Fresno County Office of Education.
- Discussions have started for moving forward with Bond Refinancing.

PRINCIPAL REPORT

- Handout outlining SB328, for schools in California, stating that unless a district is rural, school will start no earlier than 8:30 A.M. Discussions and meetings are taking place to brainstorm how to move forward with potential implications for our district.

DIRECTOR OF KINGSBURG ALTERNATIVE EDUCATION CENTER

- State testing is complete
- Upgrades to the Kingsburg Alternative Education Center - Carpet in Director's office and upcoming remodel of bathrooms.
- Working on upcoming graduation for our seniors, May 31st in the KHS new gym.

STUDENT REPRESENTATIVE REPORT

- Bella Ekizian – Spring Week next week, with dress-up days. Students are excited to organize and have the student body participate. Friday will be the first indoor rally since the pandemic began. Prom is being organized by the juniors and graduation is around the corner. An exciting time, and great to be under “normal circumstances”.

BOARD ACTION

BILLS PAID MARCH 2022 (M224-2122)

Mr. Serpa moved to approve the bills paid for March 2022 as presented in 9.1 of the supporting documents.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

INTERDISTRICT TRANSFERS

9.2 Moved to Closed Session

2022-2023 ANNUAL DECLARATION OF NEED (M225-2122)

Mr. Nagle moved to approve the Annual Declaration of Need which allows the district to apply, and the Commission on Teacher Credentialing to issue, CLAD, BCLAD, Resource Specialist, Teacher Librarian Services, or Limited Term Assignment Permits for teachers as presented in 9.3 of the supporting document.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

SCHOOL PSYCHOLOGIST SERVICES AGREEMENT (M226-2122)

Mr. Nagle moved to approve the School Psychologist Services Agreement Between Fresno County Superintendent of Schools and Kingsburg Joint Union High School District for the 2022-2023 school year in the amount of \$116,875.00 as presented in 9.4 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

A-G COMPLETION IMPROVEMENT GRANT PLAN (M227-2122)

Mr. Thomsen moved to approve the A-G Completion Improvement Grant Plan with total allocation of \$280,597.00 to Kingsburg Joint Union High School District to be used to increase or improve services for foster youth, low-income students, and English learners to improve A-G eligibility as presented in 9.5 of the supporting document.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

T.B.C./MAC CONSTRUCTION PROPOSAL QUOTE- OASIS BATHROOM REMODEL (M228-2122)

Mr. Nagle moved to approve the T.B.C./Mac Construction proposal quote for the Kingsburg Alternative Education Center/OASIS bathroom renovations in the amount of \$59,000.00 as presented in 9.6 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

RESOLUTION #R31-2122 IN THE MATTER OF AWARDING CONTRACT TO SHI INTERNATIONAL CORP – DESKTOP TOWERS (M229-2122)

Mr. Serpa moved to approve Resolution #R31-2122 in the Matter of Awarding a Contract to SHI International Corp., for Information Technology Solutions and Services (Desktop Towers) in the amount of \$95,352.04 as presented in 9.7 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

NETWORK ANALYST – UPDATED JOB DESCRIPTION/ACCOMPANYING SALARY SCHEDULE (M230-2122)

Mr. Thomsen moved to approve the updated job description for classified position of Network Analyst and accompanying salary schedule as presented in 9.8 of the supporting document.

Mr. Nagle seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

RESOLUTION #R33-2122 CALSHAPE PROGRAM PROJECT (M231-2122)

Mr. Thomsen moved to approve Resolution #R33-2122 CalSHAPE Program Project to give permission to Kingsburg Joint Union High School District to apply for the grant from the California Energy Commission to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances as presented in 9.9 of the supporting document.

Mr. Serpa seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

ADOPTION OF THE KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT AND KINGSBURG JOINT UNION HIGH SCHOOL TEACHER ASSOCIATION INITIAL PROPOSALS (M232-2122)

Mr. Thomsen moved to approve the adoption of the Kingsburg Joint Union High School District and Kingsburg Joint Union High School Teacher Association initial proposals for opening negotiations for time period July 2022 – June 2024 as presented in 9.10 of the supporting document.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

AGREEMENT BETWEEN KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT AND VANIR CONSTRUCTION MANAGEMENT, INC (M233-2122)

Mr. Nagle moved to approve the Agreement between Kingsburg Joint Union High School District and Vanir Construction Management, Inc. for services not to exceed the cost of \$32,450.00 as presented in 9.11 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

DISCUSSION**10.1 LCAP**

Cindy Schreiner, Executive Director of Student Services discussed: LCAP Annual Data Review; LCAP Data Update 2021-22; LCAP Parent/Community Survey Results 2021-22; LCAP Staff Survey Results; LCAP Teacher Survey Results. Handouts regarding data review and all surveys on file at district office.

WRITTEN INFORMATION**STUDENT BODY FUNDS REPORT**

The Board noted the ASB Fund Reports for April 2022 as presented in 11.1 of the supporting documents.

SUSPENSION REPORT – APRIL 2022

The Board noted the suspension report for Kingsburg High School and Oasis High School for April 2022 as presented in 11.2 of the supporting document.

CLOSED SESSION**INTERDISTRICT TRANSFERS (M234-2122)****FALL COACHES 2022-2023 SCHOOL YEAR (M235-2122)**

The Board met in closed session from 5:21 p.m. to 5:27 p.m.

ITEMS REPORTED OUT OF CLOSED SESSION**INTERDISTRICT TRANSFERS (M234-2122)**

Mr. Thomsen moved to approve or deny the Interdistrict Transfers as designated by the Superintendent as presented in 9.2 of the supporting document.

Mr. Lunde seconded the motion.

The motion carried: 5 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: Aye

Mr. Serpa: Aye

Mr. Jackson: Aye

FALL COACHES 2022-2023 SCHOOL YEAR (M235-2122)

Mr. Nagle moved to approve the Fall Coaches for the 2022-2023 school year except for the Cheer Coaches as presented in 12.1 of the supporting document.

Mr. Thomsen seconded the motion.

The motion carried: 4 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: *(Left 5:22 p.m.)*

Mr. Serpa: Aye

Mr. Jackson: Aye

ADJOURNMENT (M236-2122)

Mr. Nagle moved to adjourn the meeting at 5:30 p.m.

Mr. Serpa seconded the motion.

The motion carried: 4 ayes; 0 noes;

Mr. Thomsen: Aye

Mr. Nagle: Aye

Mr. Lunde: *(Left 5:22 p.m.)*

Mr. Serpa: Aye

Mr. Jackson: Aye

Minutes of the regular meeting of April 19, 2022 are approved except for the following omissions, deletions or changes:

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

Minutes of the regular meeting of April 19, 2022 are approved by action of the board.

Mr. Rick Jackson
President of the Board

Mr. Mike Serpa
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 18th Avenue, Kingsburg, California,
May 2, 2022.

CALL TO ORDER

The meeting was called to order at 3:01 p.m. by Mr. Mike Serpa, Clerk.

MEMBERS PRESENT

Mr. Steve Nagle
Mr. Brent Lunde
Mr. Mike Serpa

MEMBERS ABSENT

Mr. Johnie Thomsen
Mr. Rick Jackson

OTHERS PRESENT

Mr. Don Shoemaker, Superintendent
Ms. Heather Wilson, Assistant Principal KHS
Other staff members, students, and citizens - list on file in the district office.

APPROVAL OF AGENDA (M237-2122)

Mr. Lunde 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 KHS-11-2122 (M238-2122)****CLOSED SESSION**

From 3:05 p.m. to 4:03 p.m.

ITEMS REPORTED OUT OF CLOSED SESSION**CONSIDERATION OF DISCIPLINE KHS-11-2122 (M238-2122)**

Mr. Nagle moved to expel student KHS-11-2122 for the remainder of the second semester of the 2021-2022 school year and first semester of 2022-2023 school year in abeyance at Kingsburg High School.
Mr. Nagle seconded the motion.

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

ADJOURNMENT (M239-2122)

Mr. Nagle moved to adjourn the meeting at 4:05 p.m.

Mr. Lunde seconded the motion.

The motion carried: 3 ayes; 0 noes;

Mr. Thomsen: *Absent*

Mr. Nagle: *Aye*

Mr. Lunde: *Aye*

Mr. Serpa: *Aye*

Mr. Jackson: *Absent*

Minutes of the special meeting of May 2, 2022 are approved except for the following omissions, deletions or changes:

FOR BOARD ACTION:

Motion	_____	Second	_____	Vote	_____
Thomsen:	_____	Nagle:	_____	Lunde:	_____
		Serpa:	_____	Jackson:	_____

Minutes of the special meeting of May 2, 2022 are approved by action of the board.

Rick Jackson
President of the Board

Mike Serpa
Clerk of the Board

ISSUE: Presentation of Accounts Payable for the month of April 2022.

ACTION: Presentation of Accounts Payable for the month of April 2022.

RECOMMENDATION: Recommend approval.

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 04/01/2022 thru 04/30/2022
Regular Meeting May 16, 2022

- Resources--(Re)
09000: Supplemental & Concentration
11000: Lottery
14000: EPA
30100: Title I
31820: Comprehensive Support and Improvement
32120: ESSER II
33100: Special Education
33110: Special Education: IDEA
35500: Carl Perkins Grant
40350: Title II
41270: ESSA: Title IV
63000: Lottery
63870: Career Technical Education (VROP)
63880: Strong Workforce Program
65000: Special Education
65460: Special Education (Mental Health)
70100: Ag Incentive Grant
74250: Expanded Learning Opportunities Grant
74260: Expanded Learning Opp Grant (PARA)
81500: Ongoing Major Maintenance

0100-General Fund

Vendor	Warrant #	Reference	Description	Fu---Re---Y-Gl---Fn---Ob---Si---Dp	Amount
12-ACSA	512443053	PO-220308	ANNUAL DUES	0100-00000-0-0000-7300-530000-000-9978	595.04
				Warrant Total:	595.04
				Vendor Total:	595.04
1253-AMAZON.COM LLC	512441093	PO-221045	TEXTBOOKS-ENGLISH	0100-32120-0-1110-1000-410000-001-1143	163.00
		PO-221047	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	829.20
		PO-221039	SUPPLIES-OASIS/I.S.	0100-63000-0-3300-1000-430000-002-0000	85.89
		PO-221032	SUPPLIES	0100-63000-0-1110-1000-430000-001-0000	18.47
		PO-221033	SUPPLIES- SCIENCE	0100-63000-0-1110-1000-430000-001-1167	118.13
		PO-221039	SUPPLIES-OASIS/I.S.	0100-63000-0-3200-1000-430000-002-0000	85.90
		PO-221052	TECH SUPPLY-ADAPTER	0100-00000-0-1110-2420-430000-001-0000	32.68
		PO-221054	SUPPLIES-OHS	0100-00000-0-3200-1000-430000-002-0000	113.88
		PO-221054	SUPPLIES-OHS	0100-00000-0-3300-1000-430000-002-0000	113.88
		PO-221056	SUPPLIES-TECH DEPT	0100-00000-0-1110-2420-430000-001-0000	131.67
		PO-221058	SUPPLIES-SWP/CHILD DEVLEOPMENT	0100-63880-0-3800-1000-430000-001-6394	111.04
		PO-221059	SUPPLIES-MAINT	0100-81500-0-0000-8100-430000-000-0000	288.22
		PO-221060	SUPPLIES-SWP/CHILD DEVELOPMENT	0100-63880-0-3800-1000-430000-001-6394	54.61
		PO-221063	SUPPLIES-JOURNALISM	0100-63870-0-3800-1000-430000-001-3018	652.64
		PO-221024	SUPPLIES-ATTENDANCE	0100-00000-0-0000-2700-430000-001-0000	69.68
		PO-221015	SUPPLIES-SCI. DEPT	0100-00000-0-1110-1000-430000-001-0000	217.95
1253-AMAZON.COM LLC cont.....		PO-221017	NON CAP EQUIP.-ESSER II	0100-32120-0-1110-1000-440000-001-0000	3,155.81

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 04/01/2022 thru 04/30/2022
Regular Meeting May 16, 2022

Vendor	Warrant #	Reference	Description	Fu---Re---Y-Gl---Fn---Ob-----Si--Dp	Amount
1253-AMAZON.COM LLC		PO-221057	NON CAP EQUIPMENT	0100-81500-0-0000-8100-440000-000-0000	4,629.36
				Warrant Total:	10,872.01
	512443054	PO-221007	SUPPLIES-STAGECRAFT	0100-63870-0-3800-1000-430000-001-3017	141.64
		PO-221007	SUPPLIES-STAGECRAFT	0100-63870-0-3800-1000-430000-001-3017	204.62
		PO-221070	SUPPLIES-CHILD DEVELOPMENT	0100-63880-0-3800-1000-430000-001-6394	233.34
		CM-220041	RETURN	0100-63870-0-3800-1000-430000-001-3017	(108.96)
		PO-221088	SUPPLIES-SPEC ED	0100-33110-0-5760-1130-430000-001-0000	658.63
		PO-221075	SUPPLIES-CTEIG/AG	0100-63870-0-3800-1000-430000-001-3020	204.83
		PO-221079	SUPPLIES-CHILD DEVELOPMENT	0100-63880-0-3800-1000-430000-001-6394	1,375.67
		PO-221082	SUPPLIES-ATTENDANCE	0100-00000-0-1110-1000-430000-001-0000	61.00
				Warrant Total:	2,770.77
	512446512	PO-221067	SUPPLIES-CTEIG	0100-63870-0-3800-1000-430000-001-3020	367.50
		PO-221136	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	238.81
		PO-221138	SUPPLIES-COMPUTER CLASS	0100-09000-0-1110-1000-430000-000-0302	64.90
		PO-221138	SUPPLIES-COMPUTER CLASS	0100-09000-0-1110-1000-430000-000-0302	761.76
		PO-221143	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	154.60
		PO-221128	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	208.02
		PO-221131	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	77.34
		PO-221131	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	253.56
		PO-221128	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	167.72
		PO-221134	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	97.50
		PO-221125	TECH SUPPLY-INK	0100-00000-0-1110-2420-430000-001-1145	52.06
		PO-221117	SUPPLIES-COMPUTER TECH	0100-63000-0-1110-1000-430000-001-3015	152.25
		PO-221119	SUPPLIES-COMPUTER TECH	0100-63000-0-1110-1000-430000-001-3015	288.75
		PO-221122	SUPPLIES-COMPUTER TECH	0100-63000-0-1110-1000-430000-001-3015	137.93
		PO-221124	TECH SUPPLY-TONER	0100-00000-0-1110-2420-430000-001-1143	217.95
		PO-221107	SUPPLIES-SECURITY	0100-09000-0-1110-8300-430000-001-0209	62.93
		PO-221108	SUPPLIES-TESTING	0100-00000-0-1110-3110-430000-001-0000	25.05
		PO-221109	SUPPLIES-TECHNOLOGY	0100-00000-0-1110-2420-430000-001-1152	65.36
		PO-221105	TECH SUPPLY-TONER	0100-00000-0-1110-2420-430000-001-1152	60.46
		PO-221110	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	154.22
		PO-221111	TECH SUPPLY-TONER	0100-00000-0-1110-2420-430000-001-1152	60.46
		PO-221113	SUPPLIES-COMPUTER SCI	0100-09000-0-1110-1000-430000-000-0302	65.35
		PO-221067	SUPPLIES-CTEIG	0100-63870-0-3800-1000-430000-001-3020	1,219.00
		PO-221100	SUPPLIES-AVID AWARDS NIGHT	0100-09000-0-1110-1000-430000-000-0301	84.96
		PO-221145	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	336.84
		PO-221148	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	413.77
		PO-221152	SUPPLIES-MATH	0100-63000-0-1110-1000-430000-001-1152	107.05
		PO-221104	SUPPLIES-TECH	0100-00000-0-1110-2420-430000-001-0000	273.09
		PO-221085	SUPPLIES-TECHNOLOGY	0100-09000-0-1110-1000-430000-000-0302	32.68
		PO-221064	NON CAP EQUIPMENT	0100-32120-0-1110-1000-440000-001-0000	472.47
		PO-221064	NON CAP EQUIPMENT	0100-32120-0-1110-1000-440000-001-0000	761.74
		PO-221083	NON CAP EQUIPMENT	0100-32120-0-1110-1000-440000-000-0000	551.78

1253-AMAZON.COM LLC cont.....

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1253-AMAZON.COM LLC		PO-221126	NON CAP EQUIPMENT	0100-32120-0-1110-1000-440000-001-0000	1,633.54
					Warrant Total: 9,621.40
					Vendor Total: 23,264.18
583-AT&T	512443056	PO-220903	PHONES-OHS/FLEX	0100-00000-0-3200-8100-590004-002-0000	42.00
		PO-220903	PHONES-OHS/INTERNET	0100-00000-0-3200-8100-590004-002-0000	42.00
		PO-220903	PHONES-I.S./FLEX	0100-00000-0-3300-8100-590004-002-0000	21.00
		PO-220903	PHONES-I.S./INTERNET	0100-00000-0-3300-8100-590004-002-0000	21.00
		PO-220903	PHONES-FIRE ALARM	0100-00000-0-1110-1000-590008-001-0000	22.56
		PO-220903	PHONES-KHS/FLEX	0100-00000-0-1110-1000-590008-001-0000	109.40
		PO-220903	PHONES-KHS/INTERNET	0100-00000-0-1110-1000-590008-001-0000	1,784.35
					Warrant Total: 2,042.31
					Vendor Total: 2,042.31
61-AUTOMATED OFFICE SYSTEMS	512441094	PO-220307	COPIER MAINT-AG	0100-35500-0-3800-1000-560007-001-0000	46.22
		PO-220307	COPIER MAINT-AG	0100-70100-0-3800-1000-560007-001-0000	46.23
		PO-220307	COPIER MAINT-I.S.	0100-00000-0-3300-8100-560007-002-0000	111.83
					Warrant Total: 204.28
					Vendor Total: 204.28
1522-BLACKBOARD CONNECT INC.	512446514	PO-221161	WEBSITE	0100-32120-0-1110-1000-580000-000-0000	6,400.00
					Warrant Total: 6,400.00
					Vendor Total: 6,400.00
501-BUSINESS CARD	512443057	PO-221068	SUPPLIES-PBIS	0100-09000-0-1110-1000-430000-001-0201	175.00
		PO-221068	SUPPLIES-PBIS	0100-09000-0-1110-1000-430000-001-0201	178.00
		PO-220981	SUPPLY-ATHLETICS	0100-00000-0-1135-4200-430000-001-0000	345.00
		PO-220086	NYTIMES	0100-63000-0-1110-1000-430020-001-1143	4.00
		PO-220679	WASHINGTON POST	0100-63000-0-1110-1000-430020-001-1143	5.00
		PO-221009	PARENT ADVISORY COMMITTEE	0100-09000-0-1110-3700-470000-000-0301	81.73
		PO-221010	ELAC	0100-09000-0-1110-3700-470000-000-0301	48.00
		PO-221094	PARKING	0100-00000-0-0000-7150-580000-000-0000	1.89
		PO-220061	CANVA PRO	0100-00000-0-1110-1000-580000-001-0000	40.91
					Warrant Total: 879.53
					Vendor Total: 879.53
130-CDW GOVERNMENT INC.	512446515	PO-221078	SUPPLIES-CHILD DEVELOPMENT	0100-63880-0-3800-1000-430000-001-6394	212.35
		PO-221051	TECHNOLOGY-58X TONER	0100-00000-0-1110-2420-430000-001-1152	222.11
		PO-221038	SUPPLIES-I.S.	0100-00000-0-3300-1000-430000-002-0000	417.87
		PO-220990	NON CAP EQUIPMENT	0100-32120-0-1110-1000-440000-001-0000	833.66
		PO-220982	NON CAP EQUIPMENT	0100-32120-0-1110-1000-440002-001-0302	2,392.00
					Warrant Total: 4,077.99
					Vendor Total: 4,077.99

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1686-CENTRAL SANITARY SUPPLY	512441095	PO-220974	SUPPLIES-CUSTODIAL	0100-81500-0-0000-8100-430006-000-0000	395.31
				Warrant Total:	395.31
				Vendor Total:	395.31
2438-CINTAS CORPORATION	512441096	PO-220106	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	103.51
		PO-220106	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	103.51
		PO-220106	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	103.51
		PO-220106	UNIFORM SERVICE	0100-81500-0-0000-8100-430023-000-0000	103.51
		PO-220106	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	259.76
		PO-220106	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	259.76
		PO-220106	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	259.76
		PO-220106	JANITORIAL SERVICE	0100-00000-0-0000-8200-550004-000-0000	259.76
				Warrant Total:	1,453.08
				Vendor Total:	1,453.08
150-CITY OF KINGSBURG	512443059	PO-220068	UTILITIES-KHS	0100-81500-0-0000-8100-550009-000-0000	4,805.21
		PO-220068	UTILITIES-OHS	0100-00000-0-3200-8100-550009-002-0000	417.00
		PO-220068	UTILITIES-I.S.	0100-00000-0-3300-8100-550009-002-0000	417.00
				Warrant Total:	5,639.21
				Vendor Total:	5,639.21
1852-CORSARO'S FAMILY PIZZA	512441097	PO-221042	FRESHMAN ORIENTATION	0100-09000-0-1110-1000-580000-000-0301	381.41
				Warrant Total:	381.41
				Vendor Total:	381.41
186-CURRICULUM ASSOCIATES LLC	512441099	PO-220993	SERVICE FEES	0100-40350-0-1110-1000-580000-001-0401	6,875.00
				Warrant Total:	6,875.00
				Vendor Total:	6,875.00
2693-DAVIS, JENNY	512443060	PO-221072	GUARDIAN MILEAGE	0100-65000-0-5760-9200-714201-000-0000	314.58
				Warrant Total:	314.58
				Vendor Total:	314.58
2646-DBA: BACKSTAGE THEATRICAL	512441100	PO-220952	SUPPLIES-STAGECRAFT	0100-63870-0-3800-1000-430000-001-3017	1,343.48
				Warrant Total:	1,343.48
				Vendor Total:	1,343.48
2731-DBA: BIG ASS FANS	512446516	PO-220989	EQUIPMENT	0100-32120-0-0000-8200-640000-001-0000	29,174.52
				Warrant Total:	29,174.52
				Vendor Total:	29,174.52

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2331-DBA: BRINER & SON LANDSCAPE	512441101	PO-221027	RYE SEEDING	0100-00000-0-0000-8200-560019-000-0000	675.00	
		PO-221027	RYE SEEDING	0100-00000-0-0000-8200-560019-000-0000	675.00	
		PO-221027	RYE SEEDING	0100-00000-0-0000-8200-560019-000-0000	1,350.00	
		PO-221027	RYE SEEDING	0100-00000-0-0000-8200-560019-000-0000	1,350.00	
		PO-221027	RYE SEEDING	0100-00000-0-0000-8200-560019-000-0000	1,687.50	
		PO-221027	RYE SEEDING	0100-00000-0-0000-8200-560019-000-0000	3,037.50	
					Warrant Total:	8,775.00
			Vendor Total:	8,775.00		
2683-DBA: KCAPS	512441102	PO-221040	COMMUNITY HUBS/TRAVER	0100-74250-0-1110-1000-580000-000-0032	3,564.04	
					Warrant Total:	3,564.04
		512441103	PO-221040	COMMUNITY HUBS/LONDON	0100-74250-0-1110-1000-580000-000-0027	6,673.31
					Warrant Total:	6,673.31
		512441104	PO-221040	COMMUNITY HUBS/KHS	0100-74250-0-1110-1000-580000-000-0023	14,108.96
					Warrant Total:	14,108.96
2683-DBA: KCAPS	512446518	PO-221163	COMMUNITY HUBS/TRAVER	0100-74250-0-1110-1000-580000-000-0032	2,129.03	
					Warrant Total:	2,129.03
		512446519	PO-221163	COMMUNITY HUBS/KHS	0100-74250-0-1110-1000-580000-000-0023	2,920.50
			Warrant Total:	2,920.50		
			Vendor Total:	29,395.84		
2370-DBA: SIRCHIE	512441105	PO-220781	SUPPLIES-PUBLIC SAFETY	0100-63880-0-3800-1000-430000-001-6392	1,881.78	
				Warrant Total:	1,881.78	
				Vendor Total:	1,881.78	
2057-DBA: TEAMTALK NETWORK	512443061	PO-220101	DISPATCH RADIOS	0100-00000-0-1110-3600-590003-001-0000	199.92	
				Warrant Total:	199.92	
				Vendor Total:	199.92	
2651-DBA: THE BETTER GROUP LLC	512441106	PO-220476	SUPPLIES-AG	0100-35500-0-3800-1000-430000-001-0000	2,400.73	
				Warrant Total:	2,400.73	
				Vendor Total:	2,400.73	
2706-DBA: TRANE	512441109	PO-220644	HVAC-LITTLE THEATER	0100-32120-0-0000-8500-620000-000-0000	17,635.80	
				Warrant Total:	17,635.80	
				Vendor Total:	17,635.80	
1715-DBA: U.S. BANK EQUIPMENT	512443063	PO-220125	COPIER LEASE	0100-00000-0-1110-1000-560008-001-0000	1,009.25	
		PO-220125	COPIER LEASE	0100-00000-0-3200-8100-560008-002-0000	456.54	
				Warrant Total:	1,465.79	
				Vendor Total:	1,465.79	

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2728-DBA: UZBL	512441110	PO-220980	SUPPLIES	0100-32120-0-1110-1000-440002-000-0302	10,876.20
				Warrant Total:	10,876.20
				Vendor Total:	10,876.20
835-DBA: VILLAGE TIRE SALES	512441111	PO-221046	TIRES-BUS 5	0100-00000-0-1110-3600-430021-001-0000	750.84
		PO-221046	TIRES-BUS 6	0100-00000-0-1110-3600-430021-001-0000	1,386.54
		PO-221046	TIRES-BUS 1	0100-00000-0-1110-3600-430021-001-0000	1,476.54
				Warrant Total:	3,613.92
				Vendor Total:	3,613.92
2725-DBA: JONES & BARTLETT LEARNING	512441112	PO-220940	SUPPLIES-PATIENT CARE	0100-63880-0-3800-1000-430000-001-6393	4,642.95
				Warrant Total:	4,642.95
				Vendor Total:	4,642.95
2041-ENFINITY CENTRALVAL7 KJUHS	512443064	PO-220107	SOLAR	0100-11000-0-0000-8200-550001-000-0005	17,966.97
				Warrant Total:	17,966.97
				Vendor Total:	17,966.97
1261-ENNS, MIKE	512443065	PO-220105	COMPUTER SERVICE	0100-09000-0-1110-2420-580000-000-0302	1,575.00
				Warrant Total:	1,575.00
				Vendor Total:	1,575.00
300-FRESNO COUNTY SUPERINTENDENT	512441114	PO-221008	INTERNET ACCESS	0100-00000-0-1110-2420-590008-001-3670	3,600.00
				Warrant Total:	3,600.00
				Vendor Total:	3,600.00
2737-FRIDLUND, KATIE	512446522	PO-221171	REIMB-CHAPERONE	0100-65000-0-5760-2700-520000-001-0000	45.70
		PO-221171	REIMB-CHAPERONE	0100-65000-0-5760-2700-520000-001-0000	25.40
				Warrant Total:	71.10
				Vendor Total:	71.10
2708-GONZALES-TOVAR, CHARISMA	512446523	PO-221160	BUS DRIVER TRAINING	0100-00000-0-1110-3600-580006-001-0000	1,955.00
				Warrant Total:	1,955.00
				Vendor Total:	1,955.00
335-GRADUATE SERVICES	512446524	PO-220963	SUPPLIES-BUSINESS CARDS	0100-00000-0-0000-2700-430000-001-0000	49.23
				Warrant Total:	49.23
				Vendor Total:	49.23

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2734-HILLSIDES	512441115	PO-221050	MENTAL HEALTH SERVICES	0100-00000-0-5760-3120-580000-001-0000	2,128.66
		PO-221050	MENTAL HEALTH SERVICES	0100-00000-0-5760-3120-580000-001-0000	20,857.00
			Warrant Total:		22,985.66
	512446525	PO-221162	MENTAL HEALTH SERVICES	0100-00000-0-5760-3120-580000-001-0000	3,615.78
		PO-221162	MENTAL HEALTH SERVICES	0100-00000-0-5760-3120-580000-001-0000	26,546.00
		PO-221162	MENTAL HEALTH SERVICES	0100-00000-0-5760-3120-580000-001-0000	1,335.00
			Warrant Total:		31,496.78
			Vendor Total:		54,482.44
1721-INFINITY COMMUNICATIONS &	512446526	PO-220380	ERATE CONSULTING	0100-00000-0-0000-7300-580000-000-0000	1,250.00
					Warrant Total:
			Vendor Total:		1,250.00
2724-JP SOLUTIONS LLC	512446527	PO-220934	KHS LOGO DESIGN	0100-00000-0-0000-7150-580000-000-0000	3,900.00
					Warrant Total:
			Vendor Total:		3,900.00
435-KHS STUDENT BODY	512441116	PO-221043	FRESHMAN ORIENTATION	0100-09000-0-1110-1000-580000-000-0301	100.00
					Warrant Total:
			Vendor Total:		100.00
1124-KHS-MUSIC BOOSTERS	512446528	PO-221173	REIMBURSEMENT FOR CHAPERONE	0100-65000-0-5760-2700-520000-001-0000	115.83
		PO-221173	REIMBURSEMENT FOR CHAPERONE	0100-65000-0-5760-2700-520000-001-0000	34.00
			Warrant Total:		149.83
			Vendor Total:		149.83
476-LOZANO SMITH LLP	512446529	PO-221164	LEGAL SERVICES	0100-00000-0-0000-7300-580018-000-0000	420.00
		PO-221164	LEGAL SERVICES	0100-00000-0-0000-7300-580018-000-0000	1,842.50
			Warrant Total:		2,262.50
			Vendor Total:		2,262.50
2255-MID VALLEY DISPOSAL LLC	512443067	PO-221097	REFUSE/WASTE	0100-81500-0-0000-8100-550008-000-0000	465.00
					Warrant Total:
			Vendor Total:		465.00
547-NELSON'S ACE HARDWARE	512441117	PO-220115	SUPPLIES-MAINT	0100-81500-0-0000-8100-430018-000-0030	1,285.81
					Warrant Total:
			Vendor Total:		1,285.81
2719-NETS OF AMERICA INC.	512441118	PO-220863	SUPPLY-SOFTBALL	0100-14000-0-1135-4200-430000-001-0000	3,832.56
					Warrant Total:
			Vendor Total:		3,832.56

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568-OFFICE DEPOT INC.	512441119	PO-220973	SUPPLIES-PARA PRO	0100-74250-0-1110-1000-430000-001-0000	6.42	
		PO-220973	SUPPLIES-PARA PRO	0100-74250-0-1110-1000-430000-001-0000	87.16	
		PO-220973	SUPPLIES-PARA PRO	0100-74250-0-1110-1000-430000-001-0000	544.65	
		PO-220973	SUPPLIES-PARA PRO	0100-74250-0-1110-1000-430000-001-0000	136.73	
		PO-220973	SUPPLIES-PARA PRO	0100-74250-0-1110-1000-430000-001-0000	234.29	
		PO-220917	SUPPLIES-SENIOR AWARDS	0100-00000-0-1110-3110-430000-001-0000	62.74	
	PO-220917	SUPPLIES-SENIOR AWARDS	0100-00000-0-1110-3110-430000-001-0000	121.62		
	Warrant Total:					1,193.61
	512443068	PO-220216	SUPPLIES-DIST,ADMIN,SPANISH	0100-63000-0-1110-1000-430000-001-1145	22.45	
			SUPPLIES-DIST,ADMIN,SPANISH	0100-00000-0-0000-7300-430000-000-0000	61.03	
		PO-221023	SUPPLIES-ATTENDANCE	0100-00000-0-0000-2700-430000-001-0000	58.72	
		PO-221029	SUPPLIES-INK	0100-00000-0-1110-2420-430000-001-1160	167.58	
		PO-221030	SUPPLIES-INK	0100-00000-0-1110-2420-430000-001-1155	134.89	
		PO-220216	SUPPLIES-DIST,ADMIN,SPANISH	0100-00000-0-0000-2700-430000-001-0000	22.85	
		PO-221031	SUPLIES-TECH/IT	0100-00000-0-1110-2420-430000-001-0000	88.52	
PO-220988		SUPPLIES-OASIS	0100-63000-0-3200-1000-430000-002-0000	393.47		
PO-220988		SUPPLIES-OASIS	0100-63000-0-3300-1000-430000-002-0000	393.47		
PO-221041		SUPPLIES-OASIS	0100-63000-0-3200-1000-430000-002-0000	32.93		
PO-221041		SUPPLIES-OASIS	0100-63000-0-3300-1000-430000-002-0000	32.93		
PO-221049		SUPPLIES-INK	0100-00000-0-1110-2420-430000-001-1167	122.07		
PO-221053		TECH SUPPLY-INK	0100-00000-0-1110-2420-430000-001-0000	147.29		
PO-221055		SUPPLIES-OHS	0100-00000-0-3200-1000-430000-002-0000	28.61		
PO-221055	SUPPLIES-OHS	0100-00000-0-3300-1000-430000-002-0000	28.61			
Warrant Total:					1,735.42	
512446530	PO-221081	TECH SUPPLY-TONER	0100-00000-0-1110-2420-430000-001-1143	117.54		
		SWP-CHILD DEVELOPMENT	0100-63880-0-3800-1000-430000-001-6394	275.90		
	PO-221048	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	26.69		
	PO-221048	SUPPLIES-SPANISH	0100-63000-0-1110-1000-430000-001-1145	158.79		
	PO-221086	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	7.62		
	PO-221086	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	78.97		
	PO-221065	SWP-CHILD DEVELOPMENT	0100-63880-0-3800-1000-440001-001-6394	261.99		
	PO-221065	SWP-CHILD DEVELOPMENT	0100-63880-0-3800-1000-440001-001-6394	265.45		
	PO-221065	SWP-CHILD DEVELOPMENT	0100-63880-0-3800-1000-440001-001-6394	525.11		
	Warrant Total:					1,718.06
Vendor Total:					4,647.09	
584-PACIFIC GAS & ELECTRIC CO.	512441121	PO-220894	UTILITIES-KHS	0100-00000-0-0000-8200-550001-000-0000	10,331.64	
		Warrant Total:				
512446531	PO-220894	UTILITIES-I.S.	0100-00000-0-3300-8100-550001-002-0000	11.91		
		UTILITIES-KHS	0100-00000-0-0000-8200-550001-000-0000	223.83		
		UTILITIES-OHS	0100-00000-0-3200-8100-550001-002-0000	11.91		
Warrant Total:					247.65	
Vendor Total:					10,579.29	

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Vendor	Warrant #	Reference	Description	Fu---Re----Y-Gl---Fn---Ob-----Si--Dp	Amount
585-PACIFIC WEST CONTROLS INC.	512446532	PO-220117	HVAC MAINT/SERVICE	0100-81500-0-0000-8100-560010-000-0000	150.00
				Warrant Total:	150.00
				Vendor Total:	150.00
439-PHILLIPS 66-CO./SYNCB	512443069	PO-221084	FUEL	0100-00000-0-1110-3600-430009-001-0000	100.00
				Warrant Total:	100.00
				Vendor Total:	100.00
621-PRESTWICK HOUSE INC.	512446533	PO-221080	SUPPLIES-ENGLISH	0100-63000-0-1110-1000-430000-001-1143	41.40
				Warrant Total:	41.40
				Vendor Total:	41.40
2531-PROFESSIONAL PRINT & MAIL INC.	512446534	PO-221002	FORMS	0100-00000-0-0000-2700-430000-001-0000	467.81
				Warrant Total:	467.81
				Vendor Total:	467.81
1728-RAY MORGAN COMPANY INC.	512446535	PO-221168	COPIER MAINT	0100-00000-0-1110-1000-560008-001-0000	190.90
				Warrant Total:	190.90
				Vendor Total:	190.90
1995-SHI INTERNATIONAL CORP.	512446537	PO-220995	VERKADA CAMERA'S	0100-31820-0-1110-1000-440000-002-0000	58,005.99
				Warrant Total:	58,005.99
				Vendor Total:	58,005.99
2694-SIGLE, JAMES	512443070	PO-221073	GUARDIAN MILEAGE	0100-65000-0-5760-9200-714201-000-0000	284.97
				Warrant Total:	284.97
				Vendor Total:	284.97
724-SISC III	512443071	PV-220011	BC-RETIREE*	0100-00000-0-0000-7110-340200-000-0000	1,853.30
		PV-220011	BOARD	0100-00000-0-0000-7110-340200-000-0000	7,305.50
		PV-220011	LC-RETIREE	0100-00000-0-0000-3130-370200-000-0000	1,675.80
		PV-220011	JH-RETIREE	0100-00000-0-0000-8200-370200-000-0000	1,818.80
		PV-220011	RS-RETIREE*	0100-00000-0-0000-8200-370200-000-0000	2,229.80
		PV-220011	BS-RETIREE*	0100-00000-0-0000-7110-370200-000-0000	2,201.80
		PV-220011	STAFF	0100-00010-0-0000-0000-951400-000-0000	155,653.95
				Warrant Total:	172,738.95
				Vendor Total:	172,738.95
740-STATE OF CALIFORNIA	512446538	PO-220354	FINGERPRINTING	0100-00000-0-0000-7300-580015-000-0000	49.00
				Warrant Total:	49.00
				Vendor Total:	49.00

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 04/01/2022 thru 04/30/2022
Regular Meeting May 16, 2022

Vendor	Warrant #	Reference	Description	Fu---Re---Y-Gl---Fn---Ob-----Si--Dp	Amount	
755-SYSCO CENTRAL CALIFORNIA INC.	512441122	PO-221006	SNACK FOR PBIS	0100-09000-0-1110-1000-430000-001-0201	136.53	
					Warrant Total:	136.53
					Vendor Total:	136.53
758-TCM INVESTMENTS	512443072	PO-220121	COPIER RENTAL-AG	0100-70100-0-3800-1000-560008-001-0000	46.32	
			COPIER RENTAL-AG	0100-35500-0-3800-1000-560008-001-0000	46.31	
			COPIER RENTAL-I.S.	0100-00000-0-3300-8100-560008-002-0000	72.76	
			Warrant Total:	165.39		
Vendor Total:	165.39					
774-THE GAS COMPANY	512446539	PO-220123	NATURAL GAS	0100-00000-0-0000-8200-550003-000-0000	1,225.58	
					Warrant Total:	1,225.58
					Vendor Total:	1,225.58
779-THE HOME DEPOT	512443073	PO-221025	SUPPLIES-CTEIG	0100-63870-0-3800-1000-430000-001-3019	932.69	
			PO-220819	SUPPLIES-AG MECH	0100-63000-0-1110-1000-430000-001-1132	182.20
			PO-220948	SUPPLIES-AG	0100-63000-0-1110-1000-430000-001-1132	1,004.89
			Warrant Total:	2,119.78		
Vendor Total:	2,119.78					
2297-VALERO MARKETING & SUPPLY COMP	512446540	PO-220760	FUEL	0100-00000-0-1110-3600-430009-001-9956	2,218.75	
					Warrant Total:	2,218.75
					Vendor Total:	2,218.75
828-VALLEY IRON INC	512441124	PO-220965	SUPPLIES-AG MECH	0100-00000-0-1132-1000-430000-001-1132	2,534.59	
			Warrant Total:	2,534.59		
			512446541	PO-221099	SUPPLIES-AG MECH	0100-00000-0-1132-1000-430000-001-1132
Warrant Total:	836.67					
Vendor Total:	3,371.26					
994-VALLEY R.O.P.	512446542	PO-221093	SUPPLIES-FIRE FIGHTING	0100-63880-0-3800-1000-430000-001-6391	2,162.76	
					Warrant Total:	2,162.76
					Vendor Total:	2,162.76
2151-VERIZON WIRELESS	512446543	PO-220135	CELL PHONES	0100-00000-0-0000-7300-590006-000-0000	600.10	
			PO-220754	HOT SPOTS-KHS	0100-09000-0-1110-1000-590008-001-0302	4,523.19
			PO-220754	HOT SPOTS-OHS	0100-31820-0-1110-1000-590008-002-0000	4,029.06
			Warrant Total:	9,152.35		
Vendor Total:	9,152.35					
2736-WARKENTIN, MICHELLE	512446545	PO-221127	SUPPLIES-ADMIN	0100-00000-0-0000-2700-430000-001-0000	15.00	
					Warrant Total:	15.00
					Vendor Total:	15.00

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 04/01/2022 thru 04/30/2022
Regular Meeting May 16, 2022

Vendor	Warrant #	Reference	Description	Fu—Re—Y—Gl—Fn—Ob—SI—Dp	Amount
2667-WEBSTAIR STORE	512443075	PO-220243	CUSTODIAL SUPPLY	0100-00000-0-0000-8200-430006-000-0000	174.54
				Warrant Total:	174.54
				Vendor Total:	174.54
2321-WESTAIR GASES & EQUIPMENT INC.	512446546	PO-221077	SUPPLIES-AG MECH	0100-00000-0-1132-1000-430000-001-1132	242.56
		PO-221077	SUPPLIES-AG MECH	0100-00000-0-1132-1000-430000-001-1132	490.39
				Warrant Total:	732.95
				Vendor Total:	732.95
2580-ZOOM VIDEO COMMUNICATIONS INC.	512446547	PO-220127	CLOUD RECORDING-100GB	0100-32120-0-1110-1000-580000-000-0000	40.00
				Warrant Total:	40.00
				Vendor Total:	40.00
Fund Total:					525,643.58

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 04/01/2022 thru 04/30/2022
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Vendor	Warrant #	Reference	Description	Fu---Re---Y-Gl---Fn---Ob---Si---Dp	Amount
1300-Cafeteria Fund					
1253-AMAZON.COM LLC	512446513	PO-221091	SUPPLIES-FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	175.76
					Warrant Total: 175.76
					Vendor Total: 175.76
501-BUSINESS CARD	512443058	PO-221001	NON CAP EQUIPMENT	1300-53100-0-0000-3700-440000-000-0000	1,158.83
		PO-220711	WEBSTAIRANT MONTHLY FEE	1300-53100-0-0000-3700-580000-000-0000	107.88
					Warrant Total: 1,266.71
					Vendor Total: 1,266.71
2614-P&R PAPER SUPPLY COMPANY INC.	512441120	PO-220998	FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	397.93
					Warrant Total: 397.93
					Vendor Total: 397.93
2418-SELMA UNIFIED SCHOOL DISTRICT	512446536	PO-221159	LUNCHES-MARCH	1300-53100-0-0000-3700-580000-000-0000	16,865.65
					Warrant Total: 16,865.65
					Vendor Total: 16,865.65
755-SYSCO CENTRAL CALIFORNIA INC.	512441123	PO-221044	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	473.21
		PO-221044	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	626.26
		PO-221044	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	1,598.36
		PO-221044	FOOD SERVICE	1300-53100-0-0000-3700-470002-000-0000	2,047.20
					Warrant Total: 4,745.03
					Vendor Total: 4,745.03
2667-WEBSTAIRANT STORE	512441125	PO-220997	FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	1,351.41
		PO-220997	FOOD SERVICE	1300-53100-0-0000-3700-430000-000-0000	91.49
					Warrant Total: 1,442.90
					Vendor Total: 1,442.90
Fund Total:					24,893.98

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
 ACCOUNTS PAYABLE BOARD REPORT
 Issue Date: 04/01/2022 thru 04/30/2022
 Regular Meeting May 16, 2022**

Vendor	Warrant #	Reference	Description	Fu---Re---Y-GI---Fn---Ob---Si--Dp	Amount
<u>1400-Deferred Maintenance Fund</u>					
2243-COSCO FIRE PROTECTION	512441098	PO-221037	REPAIRS-FIRE ALARM	1400-00000-0-0000-8500-560019-000-0000	1,387.00
				Warrant Total:	1,387.00
				Vendor Total:	1,387.00
2733-DBA: HD CUSTOM PAINTING	512446517	PO-221021	TENNIS COURT	1400-00000-0-0000-8500-560019-000-0000	15,746.62
				Warrant Total:	15,746.62
				Vendor Total:	15,746.62
Fund Total:					17,133.62

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 04/01/2022 thru 04/30/2022
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Vendor	Warrant #	Reference	Description	Fu---Re---Y-GI---Fn---Ob---Si---Dp	Amount
<u>2104-Building Fund</u>					
2454-DBA: THE TAYLOR GROUP ARCH.	512441107	PO-221035	KHS R.R. MOD	2104-00000-0-0000-8500-620002-000-2932	420.00
		PO-221035	KHS R.R. MOD	2104-00000-0-0000-8500-620002-000-2932	9,847.50
				Warrant Total:	10,267.50
				Vendor Total:	10,267.50
2328-IRRIGATION MATTERS INC.	512443066	PO-220970	AIR QUALITY SENSOR	2104-00000-0-0000-8500-617000-000-0000	528.53
				Warrant Total:	528.53
				Vendor Total:	528.53
Fund Total:					10,796.03

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
ACCOUNTS PAYABLE BOARD REPORT
Issue Date: 04/01/2022 thru 04/30/2022
Regular Meeting May 16, 2022

Vendor	Warrant #	Reference	Description	Fu--Re----Y-GI--Fn---Ob----Si--Dp	Amount
2500-Capital Facilities Fund					
1253-AMAZON.COM LLC	512443055	CM-220040	RETURN	2500-90510-0-0000-8500-440001-001-0000	(336.94)
		PO-220968	NON CAP FURNITURE	2500-90510-0-0000-8500-440001-001-0000	489.49
				Warrant Total:	152.55
				Vendor Total:	152.55
2454-DBA: THE TAYLOR GROUP ARCH.	512441108	PO-221036	OHS-PORTABLE/R.R. MOD	2500-90510-0-0000-8500-620002-002-3101	1,070.00
		PO-221036	OHS-PORTABLE/R.R. MOD	2500-90510-0-0000-8500-620002-002-2933	2,030.00
				Warrant Total:	3,100.00
512443062	PO-221096	OHS-PORTABLE/R.R. MOD	2500-90510-0-0000-8500-620002-002-3101	31.00	
		OHS-PORTABLE/R.R. MOD	2500-90510-0-0000-8500-620002-002-3101	4,295.00	
		OHS-PORTABLE/R.R. MOD	2500-90510-0-0000-8500-620002-002-2933	4,792.50	
				Warrant Total:	9,118.50
512446520	PO-221165	OHS-R.R./PORTABLE	2500-90510-0-0000-8500-620002-002-2933	4,792.50	
		OHS-R.R./PORTABLE	2500-90510-0-0000-8500-620002-002-3101	9,118.50	
				Warrant Total:	13,911.00
				Vendor Total:	26,129.50
227-DIVISION OF THE STATE	512441113	PO-221028	CONTRUCTION PROJECT #60336	2500-90510-0-0000-8500-620005-002-2933	500.00
					Warrant Total:
512446521	PO-221167	OHS-RELOCATABLE CLASSROOM	2500-90510-0-0000-8500-620005-002-3101	2,191.00	
					Warrant Total:
				Vendor Total:	2,691.00
837-VJRCO MANUFACTURING CORP	512443074	PO-220752	NON CAP FURNITURE	2500-90510-0-0000-8500-440001-002-0000	6,247.58
		PO-220751	NON CAP FURNITURE	2500-90510-0-0000-8500-440001-002-0000	2,007.49
				Warrant Total:	8,255.07
512446544	PO-220614	NON CAP FURNITURE	2500-90510-0-0000-8500-440001-000-0000	39,693.06	
					Warrant Total:
				Vendor Total:	47,948.13
Fund Total:					76,921.18

ISSUE:

Presented to the Board is the 2022-2023 Designation of CIF Representative to the League appointing the following individuals to represent Kingsburg Joint Union High School District.

Scott Hodges
Don Shoemaker
Ryan Phelan
Heather Wilson

ACTION:

Approve or deny the 2022-2023 Designation of CIF Representative to the League.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

2022-2023 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2022.

Kingsburg Joint UH School District/Governing Board at its 5-16-22 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2022-2023 school year as the school's league representative:

COPY

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Kingsburg High School (KHS)
NAME OF REPRESENTATIVE Scott Hodges POSITION Athletic Director
ADDRESS 1900 18th Ave. CITY Kingsburg ZIP 93631
PHONE 559 897 5156 FAX 559 897-7759 E-MAIL shodges@Kingsburghigh.com

NAME OF SCHOOL Kingsburg High School
NAME OF REPRESENTATIVE Don Shoemaker POSITION Superintendent
ADDRESS 1900 18th Ave. CITY Kingsburg ZIP 93631
PHONE 559 897 7721 FAX 559 419 6404 E-MAIL dshoemaker@Kingsburghigh.com

NAME OF SCHOOL Kingsbury High School
NAME OF REPRESENTATIVE Ryan Phelan POSITION Principal (KHS)
ADDRESS 1900 18th Ave. CITY Kingsburg ZIP 93631
PHONE 559 897 5156 FAX 559 897 7759 E-MAIL rphelan@Kingsburghigh.com

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE Heather Wilson POSITION Asst Principal (KHS)
ADDRESS 1900 18th Ave CITY Kingsburg ZIP 93631
PHONE 559 897 5156 FAX 559 897 7759 E-MAIL hwilson@Kingsburghigh.com

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Don Shoemaker Signature _____

Address 1900 18th Avenue City Kingsburg Zip 93631

Phone (559) 897-7721 FAX (559) 419-6404

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 1, 2022

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2022-2023**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 28, 2022 directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.

ISSUE:

Presented to the Board is a proposal from COSCO Fire Protection, Inc. for fire alarm system installation for Kingsburg Joint Union High School District at the Kingsburg Alternative Education Center site in the amount of \$59,870.00.

ACTION:

Approve or deny the proposal from COSCO Fire Protection, Inc. for alarm system at Kingsburg Alternative Education Center in the amount of \$59,897.00.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____	Second _____	Vote _____
Thomsen: _____	Nagle: _____	Lunde: _____
	Serpa: _____	Jackson: _____



COSCO Fire Protection

Fire Protection and Life Safety Specialists

4/20/2022

REFERENCE: **Oasis High School, Kingsburg CA**

SUBJECT: **Fire alarm system installation**

Cosco Fire Protection is pleased to submit this proposal to install the fire alarm system per the scope of work listed below.

Total: **\$59,870.00**

Scope of Work:

- **Fire alarm system design work**
 - Fire alarm shop drawings for approval by AHJ
 - Fire alarm permit fees
 - Fire alarm product submittals
 - Fire alarm closeout documents
- **Provided by Cosco Fire:**
 - Provide and install listed items in bill of material
 - Provide and install device back boxes and hangers
 - Labor to program installed fire alarm system
 - Labor for pre-testing of installed fire alarm system
 - Labor for final acceptance testing
 - One year warranty on installation and material
- **Provided by others:**
 - Site fire alarm conduit
 - Provision and installation of fire sprinkler bell
 - Final connection to HVAC equipment
 - Installation of required 120vac circuits

• **Bill of Material:**

			NFW-100X FIRE ALARM CONTROL PANEL
1	(ea.)	NFW-100X	FIRE ALARM CONTROL PANEL, 198 ADDRESSABLE DEVICES ON ONE SLC, BLACK
2	(ea.)	RJ31X	PHONE JACK
2	(ea.)	RJ31X-7	7' RJ31X PATCH CABLE
1	(ea.)	DP-ES-B	DRESS PANEL FOR THE FIREWARDEN 100X, BLACK
2	(ea.)	BAT-12180	BATTERY, 12VOLT, 18AH
			IP DACT
1	(ea.)	NAP-SLE-LTEV	NAPCO STARLINK COMMUNICATOR
			SYSTEM RECORDS DOCUMENT BOX (SRD)
1	(ea.)	SSU00689	SRD STORAGE CABINET
			MISC
1	(ea.)	PANEL KIT	PANEL KIT
			FIELD REMOTE VOICE PANEL
1	(ea.)	NFC-50/100	MAIN UNIT, 50 WATTS (25 V), 1 CLASS A/B SPEAKER CIRCUIT, 120 VAC, BLACK

1	(ea.)	NFC-CE6	CIRCUIT EXPANDER MODULE FOR NFC-50/100, SIX CLASS A/B CIRCUITS ELECTRONICS, HARDWARE, BATTERIES, BATTERY CABINETS
2	(ea.)	BAT-12180	BATTERY, 12VOLT, 18AH PERIPHERALS: INITIATING <i>Intelligent Manual Pull Stations</i>
1	(ea.)	NBG-12LX	ADDRESSABLE NBG-12L PULL STATION; WITH FLASHSCAN. <i>Intelligent Detector Heads: 951 Series White</i>
21	(ea.)	FSP-951	INTELLIGENT ADDRESSABLE PHOTO DETECTOR: WHITE
10	(ea.)	FST-951	INTELLIGENT ADDRESSABLE 135°F THERMAL DETECTOR: WHITE <i>Intelligent Bases: 951 Series White</i>
31	(ea.)	B300-6	INTELLIGENT FLANGED MOUNTING BASE; 6 INCH: WHITE <i>Misc Items</i>
32	(ea.)	BACKBOXS	BOXES AND HANGER PERIPHERALS: INDICATING System Sensor Notification <i>Speaker/Strobe Ceiling Mount</i>
4	(ea.)	SPSCRL	SPEAKER/STROBE RED CEILING <i>Speaker/Strobe Wall Mount</i>
12	(ea.)	SPSRL	SPEAKER STROBE RED WALL <i>Speaker Weather Proof Wall Mount</i>
9	(ea.)	SPRK	SPEAKER ONLY RED WALL, OUTDOOR, INCLDS SBB MISC
25	(ea.)	BACKBOXES	BOXES AND HANGER WIRE AND CABLE FPLP
		60991B	16/2 SOLID FPLP UTP
		60990B	16/2 SOLID FPLP STP
		60993B	14/2 SOLID FPLP UTP
			UNDER GROUND
		AQ225	16/2 STRD FPL UTP AQUASEAL
		AQ294	16/2 STRD FPL STP AQUASEAL
		AQ295	14/2 STRD FPL STP AQUASEAL

Exclusions:

- Provision and installation of required 120vac circuits, one dedicated hardwired circuit needed
- Provision and installation of automatic fire sprinkler system switches
- Provision and installation of automatic fire sprinkler bell
- Installation of duct smoke detector housing
- Provision and installation of fire/smoke damper
- Submission to DSA for approval
- Central station monitoring
- Fire patching of rated walls
- Patching and painting of existing building features
- Work outside of Cosco Fire Protection normal working hours(6:00am – 6:00pm)

Clarifications:

- All existing wiring, power supplies and notification devices to be remain and be unchanged.
- Should Cosco Fire Protection be awarded the project, AutoCAD files shall be release at no additional cost.
- The above outlined scope of work is Cosco Fire Protection's understanding of the work you would like performed. If there are additional items, which you would like us to include or exclude in our proposal please let me know and I will be glad to do so.
- This proposal does not include any amounts for impacts such as interference, disruptions, rescheduling or change in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items should we be faced with performing work under any of these conditions.

- Attached is a copy of our General Terms and Conditions which is a part of this proposal.

This proposal/quotation shall remain in effect for the next (30) days, after which, it will be subject for review. Should this meet your acceptance, please sign and return this document to my attention. Please feel free to contact me (559) 275-3795 for any additional questions. Thank you for your time and consideration.

Accepted By:

Cosco Fire Protection:

Sign: _____

Sign: _____

Print: _____

Print: _____

Date: _____

Date: _____

Sincerely,

Kristin Vencill
Alarm & Detection Project Manager
Cosco Fire Protection, Inc
4233 W. Sierra Madre #108
Fresno, Ca. 93722

General Terms & Conditions

ENTIRE CONTRACT

The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchaser's order shall be governed by only the terms and conditions appearing herein.

PROPOSALS AND CONTRACT

Seller's proposals, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms, which reimburse Seller for work performed, reasonable overhead and lost profit.

PAYMENT

Terms of payment have been set at net 10-days. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, at a rate of 25% per annum, or if such rate is prohibited under applicable law, then at such maximum rate as is under applicable law. Purchaser shall pay all attorney's fees incurred in the collection of past due accounts.

DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or avoidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of the invoice by Purchaser.

EXCAVATION

In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any additional work performed by the seller due to water, quicksand, rock or other unforeseen obstruction encountered or if shoring is required.

SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or conditions or water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the fire alarm and/or fire sprinkler system and its related equipment. The purchaser shall have all things in readiness for service, including, but not limited to, other materials, floor or suitable working base, connections, and facilities at the time technician is onsite. In the event the purchaser fails to have all things in readiness for service at the jobsite, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules, which are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

INTERFERENCES

Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work caused by such other trades.

LIMITATIONS OF LIABILITY

The Seller makes NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. No promise not contained herein or affirmation of fact made by any employee, agent or representative of the Seller shall constitute a warranty by the seller or give rise to any liability or obligation. Seller's liability to Purchaser for personal injury, death, or property damage arising from the performance under this contract shall be limited to the contract price. Purchaser shall hold Seller harmless from any and all third-party claims for personal injury, death or property damage, arising from Purchaser's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential or liquidated, penal or any economical damage of any character, including but not limited to loss of use of the Purchaser's property, lost profits or lost production, whether claimed by the Purchaser or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

WARRANTY

Seller agrees that for a period of one (1) year after completion of said service it will, at its expense, repair or replace defective materials or workmanship supplied or performed during this service/repair by Seller. Upon completion of the service work, the system will be turned over to the Purchaser fully inspected, tested, and in operative condition. As it is thereafter the responsibility of the Purchaser to maintain it in operative condition, it is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer but no longer than one-year. ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

Should any part, term, or provision of this contract be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected thereby.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign this contract to its subsidiaries and affiliates.

CHANGES, ALTERATIONS, ADDITIONS

Changes, alterations, and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. Changes approved by Seller, which increase or decrease the cost of work to Seller, shall constitute a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein describe, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller, and prices, delivery, and completion dates quoted herein shall be changed by Seller as may be required.

LEGAL NOTICE

For the purposes of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

CLAIMS

Any claims against Seller arising hereunder shall be deemed waived unless they are presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITION/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those put in Seller's technical specifications and Seller's authorized representative shall resolve any inconsistencies.

ARBITRATION

At the option of the Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in California.

OVERTIME

Unless otherwise specified by Purchaser, all service work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium cost including all related payroll costs, plus Seller's overhead and profit, payable monthly, one (1) month after overtime expense was incurred.

PROPRIETARY DATA

All specifications, drawings, designs, descriptive matter, and other data furnished by Seller to Purchaser pertaining to the work proposed herein shall be deemed proprietary and shall be kept in confidence by Purchaser and shall not be disclosed to any third party except as may be necessary in the performance of any contract with the Seller. In the event Seller requests the return of any such proprietary material and/or any reproductions thereof, Purchaser shall promptly return the same to Seller.

DEFAULT

In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Seller, including overhead and profit. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said service, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

BACK CHARGE

No charges shall be levied by the Purchaser against the Seller unless (48) hrs prior written notice is given to Seller to correct any alleged deficiencies/ clean-up which necessitates such charges and unless deficiencies are the direct fault of Seller.

OSHA

Purchaser will indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

ISSUE:

Presented to the Board is Resolution #32-2122 In the Matter of Adopting Development Fees on Residential and Commercial and Industrial Development to Fund the Construction or Reconstruction of School Facilities.

ACTION:

Approve or deny Resolution #32-2122 In the Matter of Adopting Development Fees on Residential and Commercial and Industrial Development to Fund the Construction or Reconstruction of School Facilities.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

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

COPY

In the Matter of Adopting Development)
Fees on Residential and Commercial and)
Industrial Development to Fund the)
Construction or Reconstruction of School)
Facilities)

RESOLUTION
NO. R32-2122

WHEREAS, Education Code section 17620 et seq. and Government Code section 65995, authorize the governing board of any school district to levy a fee, charge, dedication, or other form of requirement (hereinafter "fee" or "fees"), in the maximum amounts specified therein, against residential, commercial and industrial development projects occurring within the boundaries of the district (hereinafter "development"), for the purpose of funding the construction or reconstruction of school facilities; and

WHEREAS, this Board has previously resolved to levy fees on development projects pursuant to this authority; and

WHEREAS, Government Code section 65995 provides that the maximum fees which may be levied on development projects shall be increased in 2000 and every two years thereafter according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board "SAB" and to become effective at its January meeting; and

WHEREAS, the SAB at its January 22, 2020 meeting, set the maximum fee to \$4.79 per square foot for residential development and to \$0.78 per square foot for commercial/industrial development; and

WHEREAS, the new Fees are an increase of what is currently being collected by Kingsburg Joint Union High School District. A copy of the Study is attached hereto, marked Exhibit "A," and incorporated herein by this reference; and

WHEREAS, in the judgment of this Board it is necessary and appropriate, and in the best interests of the District and its students, to levy fees for the purpose of funding the construction or reconstruction of school facilities necessary to serve the students generated by new development occurring within the District;

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FRESNO COUNTY, CALIFORNIA**

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by this Board as follows:

1. The foregoing recitals are true and correct.

2. This Board approves and adopts the Study and recommendation of the District Superintendent, or designee, to levy fees in the maximum amounts authorized on new residential, commercial and industrial development that occurs within the District, and based upon the Study and recommendations, and upon all other written and oral information presented to this Board concerning this matter, makes the following findings:

A. The purpose of the fees is to finance the construction and reconstruction of school facilities in order to provide adequate school facilities for the students of the District who will be generated by new residential and commercial/industrial development taking place in the District;

B. The construction or reconstruction of school facilities is necessary to create updated, adequate, appropriate classroom space and academic support facilities for the following reasons:

(1) New residential and commercial and industrial development is projected to occur within the District within the next five years which will generate school-aged children;

(2) Students projected from new development will impact and increase the need of the District to create updated, adequate, appropriate classroom space and academic support facilities.

(3) Existing school facilities in the District are in need of, or will be in need of, reconstruction or modernization. New development will generate students who will attend District schools and be housed in existing facilities. These students cannot be housed without upgrading existing school facilities, ultimately making reconstruction or modernization of such facilities necessary;

(4) Both existing students and new students generated by future development occurring within the district will need to be housed and served in existing school facilities, as well as new and additional school facilities necessary to serve the projected student population.

**BEFORE THE GOVERNING BOARD OF TRUSTEES OF THE
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(5) As commercial and industrial development occurs, new jobs are created. Many of the people hired for these jobs move into the community, thereby increasing the need for residential development which generates additional students adding to the impact on the school facilities of the District. The maximum fee that can be levied against residential development is insufficient to cover the full cost of the new or reconstructed school facilities needed by the district to house students generated from new residential development, and therefore justifies a separate fee against commercial and industrial development in the maximum amount allowed by law.

C. Without the addition of new school facilities and/or the reconstruction and modernization of existing facilities, the District will be unable to adequately house and serve additional students generated by new development which will impair or adversely impact the normal functioning of educational programs and services of the District.

D. The District has no, or limited local revenue sources available for funding the construction or reconstruction of school facilities attributable to new development;

E. The fees adopted herein bear a reasonable relationship to the need for, and the estimated cost of, the construction or reconstruction of school facilities attributable to the type of new development on which the fees will be imposed.

F. The cost of providing for the construction and/or reconstruction of school facilities attributable to the type of new development occurring in the District will exceed the revenues reasonably anticipated from fees.

G. Existing students will benefit from the use of developer fees for new school facilities. Conversely, students generated from new development will occupy existing school facilities and will benefit from the use of fees to reconstruct or modernize those facilities. Therefore, it is appropriate to use developer fees for existing facilities to the extent of the estimated use of such facilities by students generated by new development.

3. Based on the foregoing, this Board hereby determines:

A. To levy a fee on any new or on other residential development, as described in Education Code § 17620(a), occurring within the District, in the maximum amount currently authorized by law of **\$1.60** per square foot of assessable space as such space is defined in

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Government Code § 65995(b) (This represents the High School share of the \$4.79 total residential fee).

B. To levy a fee on categories of new commercial or industrial development, as described in Education Code § 17620(a), occurring within the boundaries of the District, in the maximum amount currently authorized by law of **\$0.26** per square foot of chargeable covered and enclosed space as such space is defined in Government Code § 65995(b)(2) (this represents the High School share of the \$0.78 total commercial/industrial fee), except for Rental Self-Storage projects in which a fee of **\$0.08** per square foot is justified.

4. The fee provisions of this Resolution are not exclusive, and this Board specifically reserves authority to undertake other or additional methods to finance school facilities in partial or complete substitution for, or in conjunction with, the fee provisions set forth therein, as authorized by law. This Board reserves the authority, in its discretion, to substitute the dedication of land or other form of requirement in lieu of fees to be levied pursuant to this Resolution.

5. The District intends to utilize fees for new construction of school facilities, reconstruction or modernization of existing facilities, purchase, lease or lease-purchase of portable or relocatable classrooms and related facilities as interim school facilities to house students pending the construction of permanent facilities, or the purchase of land for school facilities. This includes all associated costs to plan and execute school facilities projects including, but not limited to, architectural and engineering costs, testing and inspection costs, permits and plan checking, and other administrative costs related to the provision of school facilities. Construction, reconstruction or modernization of school facilities includes, but is not limited to, classrooms and equipment and furnishings for classrooms, and all other reasonable and customary auxiliary, accessory, adjunct, or other supportive facilities for classrooms such as restrooms, gymnasiums, administrative offices, cafeterias, libraries, multi-purpose rooms, maintenance and storage rooms, walkways, overhangs, parking lots, landscaping, and all other similar facilities. Finally, fees may be used for studies and reports necessary to make the findings and determinations required by law for the collection of fees which may include the school facilities needs analysis described in Government Code section 65995.6, for reimbursement of administrative costs to collect fees, and for such other purposes consistent with

**BEFORE THE GOVERNING BOARD OF TRUSTEES OF THE
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the purpose and intent of this Resolution, or authorized by law, or deemed necessary or appropriate by this governing board.

6. The Superintendent, or designee, is authorized to certify compliance of a particular development project with the fee or other requirement levied by this Board, or to certify where appropriate that a project is fully or partially exempt from fees in appropriate circumstances. Any certification of compliance for a particular residential construction project is expressly conditioned upon the continued satisfaction by that project of the requirements for that certification and failure to meet those requirements in the future may result in the revocation of such certification and enforcement of the appropriate fee requirement for the project.

7. Pursuant to Education Code § 17621(c), this board determines that the fee levied on residential development is not subject to the restrictions set forth in subdivision (a) of Government Code § 66007 and, pursuant to Education Code § 17620(b), shall be collected at the time of issuance of the building or similar permit required for a particular development project.

8. Pursuant to Government Code section 66001(d), the Superintendent or the District's designee shall review the Fund established pursuant to this Resolution for the fifth fiscal year following the first deposit of fees in the Fund, and every five years thereafter, and with respect to any portion of a fee remaining unspent five or more years after deposit, the Superintendent or the District's designee shall report to this Board which shall either make the findings required by section 66001(d) for said unspent fees, or direct the refund of such fees in the manner provided in 66001(e) and (f).

9. Pursuant to Government Code section 66001(e), the Superintendent or designee, shall advise this board whenever it appears sufficient fees have been collected to complete financing on incomplete public improvements that have been identified in the Study. This board shall then make a determination whether or not sufficient fees have been collected for a particular project, and when a determination is made by this board that sufficient fees have been collected, this Board shall identify, within 180 days of the determination, an approximate date by which the construction of the public improvement will be commenced, or shall refund the fees as provided in said section, unless the provisions of section 66001(f) are deemed to apply.

10. The fees adopted herein are effective sixty (60) days after the approval of this Resolution unless the School Board states this is an urgency due to the significant needs and

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impacts of the impending new housing developments and there is a 4/5ths majority vote, to cause that the imposition of fees shall take effect thirty (30) days after the date of this Resolution.

11. The Superintendent or the District's designee is hereby authorized and directed to do the following:

A. As required by Government Code § 66006(a), to establish a separate capital facilities fund (herein "Fund") into which the fees received by the District shall be deposited and shall not be commingled with other revenues and funds of the District. The fees, and any interest earned thereon, shall be expended only for the purpose of funding the construction or reconstruction of school facilities or such other purposes as are permitted by law and authorized by this Board.

B. If applicable, negotiate agreements with other school district(s) with common territorial boundaries ensuring that the total fees collected by each school district does not exceed the maximum fees allowed by law for residential and commercial and industrial development and providing for an equitable division of the fees with such other school district(s). As required by Education Code section § 17623(a), copies of such agreement(s) shall be transmitted to the State Allocation Board, and shall also be sent to any county or city planning agency which is calculating or collecting fees on behalf of the District.

C. Take such further action as is necessary or appropriate to carry out the purpose and intent of this Resolution.

I, Don Shoemaker, Secretary to the Board of Trustees of the Kingsburg Joint Union High School District, do hereby certify that the foregoing Resolution was proposed by Board member _____, seconded by Board member _____, and was duly passed and adopted, by vote of said Board, at an official and public meeting thereof held on May 16, 2022, as follows:

AYES:

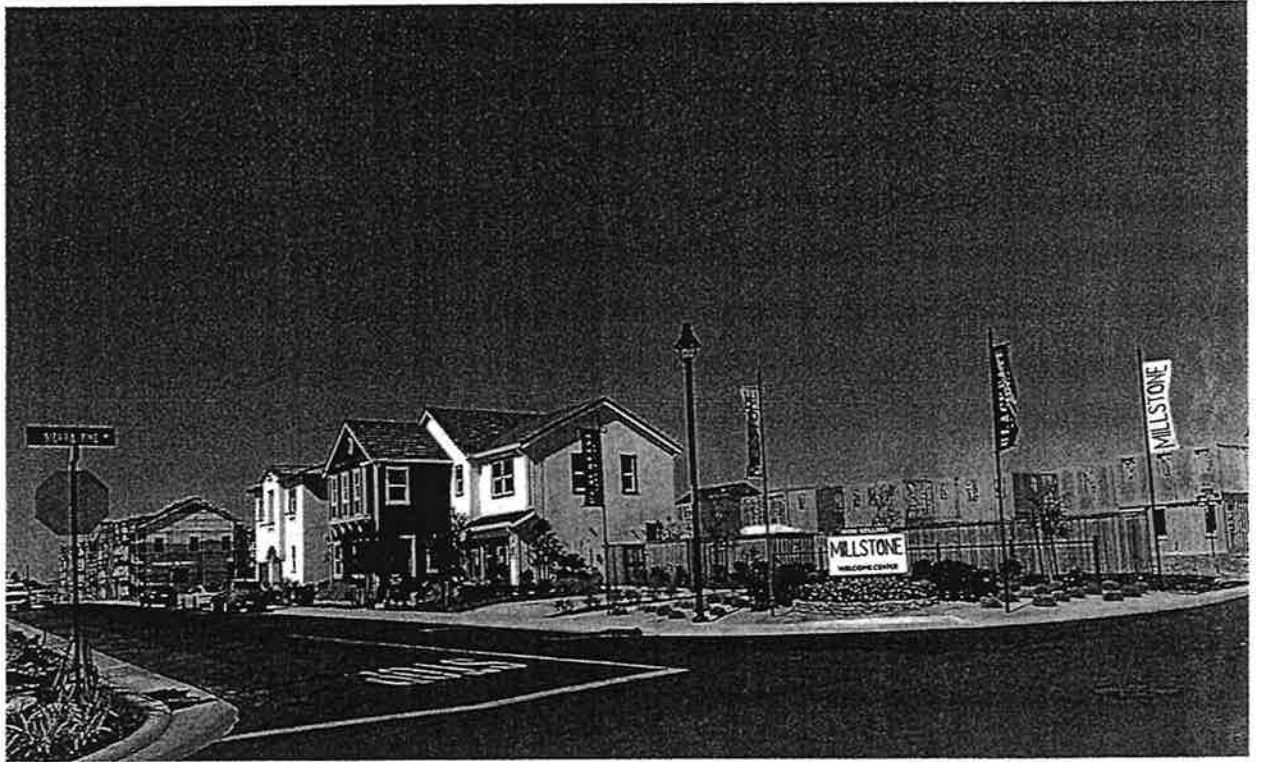
NOES:

ABSENT:

ABSTAIN:

Dated: _____

Secretary, Board of Trustees



2022 DEVELOPER FEE JUSTIFICATION STUDY KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

MR. DON SHOEMAKER,
SUPERINTENDENT

SCHOOLWORKS, INC.
8700 Auburn Folsom Rd., #200
Granite Bay, CA 95746

PHONE: 916-733-0402
WWW.SCHOOLWORKSGIS.COM

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- **SAB 50-01 - Enrollment Certification/Projection**

- **Census Data**

- **Use of Developer Fees**

- **Site Development Costs**

- **Index Adjustment on the Assessment for Development – State Allocation Board Meeting of February 23, 2022**

- **Annual Adjustment to School Facility Program Grants**



Executive Summary

This Developer Fee Justification Study demonstrates that the Kingsburg Joint Union High School District requires its share of the full statutory impact fee to accommodate impacts from development activity.

A fee of \$1.36 (1/3 of \$4.08) per square foot for residential construction and a fee of \$0.22 (1/3 of \$0.66) per square foot for commercial/industrial construction is currently assessed on applicable permits pulled in the District. The new fee amounts are **\$1.60** (1/3 of \$4.79) per square foot for residential construction and **\$0.26*** (1/3 of \$0.78) per square foot for commercial/industrial construction. This proposed increase represents \$0.24 per square foot and \$0.04 per square foot for residential and commercial/ industrial construction, respectively.

The following table shows the impacts of the new fee amounts:

Table 1
Kingsburg Joint Union High
Developer Fee Collection Rates

Totals	<u>Previous</u>	<u>New</u>	<u>Change</u>
Residential	\$4.08	\$4.79	\$0.71
Commercial/Ind.	\$0.66	\$0.78	\$0.12
District Share:	33.33%		
Net Impact	<u>Previous</u>	<u>New</u>	<u>Change</u>
Residential	\$1.36	\$1.60	\$0.24
Commercial/Ind.	\$0.22	\$0.26	\$0.04

*except for Rental Self Storage facilities in which a fee of \$0.08 per square foot is justified.

The total projected number of housing units to be built over the next five years is 375. The average square feet per unit is 2,038. This Study demonstrates a need of \$3.93 per square foot for residential construction.

Background

Education Code Education Code Section 17620 allows school districts to assess fees on new residential and commercial construction within their respective boundaries. These fees can be collected without special city or county approval, to fund the construction of new school facilities necessitated by the impact of residential and commercial development activity. In addition, these fees can also be used to fund the reconstruction of school facilities to accommodate students generated from new development projects. Fees are collected immediately prior to the time of the issuance of a building permit by the city or the County.

The impact of new developments result in the need for either additional or modernization of school facilities to house the students generated. Because of the high cost associated with school facility projects and the District's limited budget, outside funding sources are required for school projects. State and local funding sources for the construction and/or reconstruction of school facilities are limited.

The authority cited in Education Code Section 17620 states in part "... the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or reconstruction of school facilities." The legislation originally established the maximum fee rates at \$1.50 per square foot for residential construction and \$0.25 per square foot for commercial/industrial construction. Government Code Section 65995 provides for an inflationary increase in the fees every two years based on the changes in the Class B construction index. As a result of these adjustments, the fees authorized by Education Code 17620 are currently **\$4.79** per square foot of residential construction and **\$0.78** per square foot of commercial or industrial construction.

Purpose and Intent

Prior to levying developer fees, a district must demonstrate and document that a reasonable relationship exists between the need for new or reconstructed school facilities and residential, commercial and industrial development. The justification for levying fees is required to address three basic links between the need for facilities and new development. These links or nexus are:

Burden Nexus: A district must identify the number of students anticipated to be generated by residential, commercial and industrial development. In addition, the district shall identify the school facility and cost impact of these students.

Cost Nexus: A district must demonstrate that the fees to be collected from residential, commercial and industrial development will not exceed the cost of providing school facilities for the students to be generated from the development.

Benefit Nexus: A district must show that the construction or reconstruction of school facilities to be funded by the collection of developer fees will benefit the students generated by residential, commercial and industrial development.

The purpose of this Study is to document if a reasonable relationship exists between residential, commercial and industrial development and the need for new and/or modernized facilities in the Kingsburg Joint Union High School District.

Following in this Study will be figures indicating the current enrollment and the projected development occurring within the attendance boundaries of the Kingsburg Joint Union High School District. The projected students will then be loaded into existing facilities to the extent of available space. Thereafter, the needed facilities will be determined and an estimated cost will be assigned. The cost of the facilities will then be compared to the area of residential, commercial and industrial development to determine the amount of developer fees justified.

Enrollment Projections

In 2021/2022 the District's total enrollment (CBEDS) was 1,219 students. The enrollment by grade level is shown here in Table 2.

Table 2

**Kingsburg Joint Union High
CURRENT ENROLLMENT**

Grade	2021/2022
9	292
10	296
11	330
12	301
9-12 Total	1,219

This data will be the basis for the enrollment impacts which will be presented later after a review of the development projections and the student generation factors.

Student Generation Factor

In determining the impact of new development, the District is required to show how many students will be generated from the new developments. In order to ensure that new development is paying only for the impact of those students that are being generated by new homes and businesses, the student generation factor is applied to the number of new housing units to determine development-related impacts.

The student generation factor identifies the number of students per housing unit and provides a link between residential construction projects and projections of enrollment. The State-wide factor used by the Office of Public School Construction is 0.20 for grades 9-12. For the purposes of this Study we will use the local factors to determine the students generated from new housing developments. This was done by comparing the number of housing units in the school district to the number of students in the school district as of the 2020 Census. Table 3 shows the student generation factors for the various grade groupings.

Table 3

Kingsburg Joint Union High STUDENT GENERATION FACTORS

<u>Grades</u>	<u>Students per Household</u>
9-12	0.2001

When using the Census data to determine the average district student yield rate, it is not possible to determine which students were living in multi-family units versus single family units. Therefore, only the total average yield rate is shown. The Census data does indicate that **86.35%** of the total housing units within the district boundaries are single family units. It is reasonable to assume that the construction of new housing units would be similar to the current housing stock, which was confirmed by the various planning departments within the school district boundaries, and therefore the overall student generation rate will be used to determine student yields from the projected developments.



New Residential Development Projections

The Kingsburg Joint Union High School District has experienced an average new residential construction rate of approximately 75 units per year over the past two years. This was determined by reviewing the residential permits pulled and school development impact fees paid to the District. After contacting the planning departments within the school district boundaries, it was determined that the residential construction rate over the next five years will average 75 units per year. Projecting the average rate forward, we would expect that 375 units of residential housing will be built within the District boundaries over the next five years.

To determine the impact of residential development, a student projection is done. Applying the student generation factor of 0.2001 to the projected 375 units of residential housing, we expect that 75 high school students will be generated from the new residential construction over the next five years.

The following table shows the projected impact of new development. The students generated by development will be utilized to determine the facility cost impacts to the school district.

Table 4

**Kingsburg Joint Union High
 DEVELOPMENT IMPACT ANALYSIS**

<u>Grades</u>	<u>Current Enrollment</u>	<u>Development Projection</u>	<u>Projected Enrollment</u>
9 to 12	1,219	75	1,294

Existing Facility Capacity

To determine the need for additional school facilities, the capacity of the existing facilities must be identified and compared to current and anticipated enrollments. The District’s existing building capacity will be calculated using the State classroom loading standards shown in Table 6. The following types of “support-spaces” necessary for the conduct of the District’s comprehensive educational program, are not included as “teaching stations,” commonly known as “classrooms” to the public:

Table 5

List of Core and Support Facilities

Library	Resource Specialist
Multipurpose Room	Gymnasium
Office Area	Lunch Room
Staff Workroom	P.E. Facilities

Because the District requires these types of support facilities as part of its existing facility and curriculum standards at its schools, new development’s impact must not materially or adversely affect the continuance of these standards. Therefore, new development cannot require that the District house students in these integral support spaces.

Classroom Loading Standards

The following maximum classroom loading-factors are used to determine teaching-station “capacity,” in accordance with the State legislation and the State School Building Program. These capacity calculations are also used in preparing and filing the baseline school capacity statement with the Office of Public School Construction.

Table 6

State Classroom Loading Standards

9 th -12 th Grades	27 Students/Classroom
Non Severe Special Ed	13 Students/Classroom



Existing Facility Capacity

The State determines the baseline capacity by either loading all permanent teaching stations plus a maximum number of portables equal to 25% of the number of permanent classrooms or by loading all permanent classrooms and only portables that are owned or have been leased for over 5 years. As allowed by law and required by the State, facility capacities are calculated by identifying the number of teaching stations at each campus. All qualified teaching stations were included in the calculation of the capacities at the time the initial inventory was calculated. To account for activity and changes since the baseline was established in 1998/99, the student grants (which represent the seats added either by new schools or additions to existing schools) for new construction projects funded by OPSC have been added. Using these guidelines the District's current State calculated capacity is shown in Table 7.

Table 7

<u>School Facility</u>	<u>Permanent Classrooms</u>	<u>Portable Classrooms</u>	<u>Chargeable Portables</u>	Kingsburg Joint Union High		<u>Total State Capacity</u>
				Summary of Existing Facility Capacity		
				<u>Total Chargeable Classrooms</u>	<u>State Loading Factor</u>	<u>State Funded Projects</u>
Grades 9-12	42	2	2	44	27	1,551
Special Ed	0	0	0	0	13	50
Totals	42	2	2	44		1,601

OPSC Funded Projects

<u>Name</u>	<u>Project #</u>	<u>9-12 Grants</u>	<u>Special Ed</u>
Kingsburg High	1	228	50
Kingsburg High	2	135	0
Totals		363	50

This table shows a basic summary of the form and procedures used by OPSC (Office of Public School Construction) to determine the capacity of a school district. There were a total of 42 permanent classrooms in the District when the baseline was established. In addition, there were 2 portable classrooms. OPSC regulations state that if the number of portables exceeds 25% of the permanent classrooms, then the maximum number of portables to be counted in the baseline capacity is 25% of the permanent classrooms. Since the District has fewer portable classrooms than 25% of the permanent classrooms, all 2 portables are included in the baseline. This results in a total classroom count of 44 and is referred to as the chargeable classrooms.



To determine the total capacity based on State standards, the capacity of the chargeable classrooms are multiplied by the State loading standards and then the capacity of the projects completed since 1998/99 (when the baseline was established) are added based on the State funded new construction projects. As Table 7 shows, the total State capacity of the District facilities is 1,601 students.

Unhoused Students by State Housing Standards

This next table compares the facility capacity with the space needed to determine if there is available space for new students from the projected developments. The space needed was determined by reviewing the historic enrollments over the past four years along with the projected enrollment in five years to determine the number of seats needed to house the students within the existing homes. The seats needed were determined individually for each grade grouping. The projected enrollment in this analysis did not include the impact of any new housing units.

Table 8

**Kingsburg Joint Union High
 Summary of Available District Capacity**

<u>School Facility</u>	<u>State Capacity</u>	<u>Space Needed</u>	<u>Available Capacity</u>
Grades 9-12	1,551	1,181	370
Special Ed	50	38	12
Totals	1,601	1,219	382

The District capacity of 1,601 is more than the space needed of 1,219, assuming the existing facilities remain in sufficient condition to maintain existing levels of service. The difference is 382 students.

Calculation of Development's Fiscal Impact on Schools

This section of the Study will demonstrate that a reasonable relationship exists between residential, commercial/industrial development and the need for school facilities in the Kingsburg Joint Union High School District. To the extent this relationship exists, the District is justified in levying developer fees as authorized by Education Code Section 17620.

Reconstruction/Modernization Costs

In addition to any new facilities needed, there is also a need to reconstruct or modernize existing facilities in order to maintain the existing levels of service as students from new development continue to arrive in the District's facilities. In order to generate capacity, it may also be necessary to reopen closed school facilities. Such reopening often requires reconstruction in order to provide the District's existing level of service. For purposes of this report, the analysis of modernization/reconstruction includes the possible reopening and refurbishing of closed or unused school facilities.

California has made a significant investment in school facilities through grants provided to help extend the useful life of public schools. The State's largest funding source for public school modernization projects, the School Facilities Program (SFP), requires a minimum local funding contribution of 40% of SFP-eligible costs. The State may provide up to 60% of the eligible costs at those times that State funding is available. However, SFP modernization grants frequently, if not usually, fall short of providing 60% of the actual costs for major modernizations. In the best cases, developer fees can help meet the District's required 40% local share. In many cases, developer fees may be necessary to supplement both the State's and the school district's contribution to a project.

Buildings generate eligibility for State reconstruction/modernization funding once they reach an age of 25 years old for permanent buildings and 20 years old for portables.

The usable life of school facilities is an important consideration in determining district facility needs into the future. The specific time when the projected residential developments will be built cannot be precisely predicted. Some new homes may be immediately occupied by families with school aged children, while others may be immediately occupied who will have school-aged children in five to ten years. As a result of these variables, for each new home, the District must be prepared to house the students residing there for an extended period of time. Students generated by the next five years of development will need to be

accommodated in District schools for a significant amount of time that could exceed twenty years. Thus, the District will need to ensure that it has facilities in place for future decades.

As evidenced by the State Building program's use of the criteria that buildings older than twenty-five years (and portables older than twenty years) are eligible for modernization funds, school buildings require reconstruction/modernization to remain in use for students beyond the initial twenty to twenty-five years of life of those buildings. To the extent that the District has buildings older than twenty to twenty-five years old, the point will be reached without reconstruction/modernization that those buildings will no longer be able to provide the existing level of service to students, and may, in some circumstances, need to be closed entirely for health and safety reasons. However, because of the new development, reconstruction/modernization must occur in order to have available school housing for the new students from development.

The following table shows the District's eligibility for modernization/reconstruction funding in the State Building Program.

Table 9

Modernization Project Needs

<u>School</u>	<u>Eligible Modernization Grants</u>				<u>State Funding</u>	<u>District Share</u>	<u>Project Total</u>
	<u>Elem</u>	<u>Middle</u>	<u>High</u>	<u>Spec Ed</u>			
Kingsburg High	0	0	225	0	\$1,827,518	\$1,218,346	\$3,045,863

Table 10

New Development Share of Modernization Costs

<u>Grade</u>	<u>Eligible Modernization</u>		<u>New Development</u>	
	<u>Grants</u>	<u>Students</u>	<u>\$/Student</u>	<u>Amount</u>
9-12	225	75	\$40,042	\$3,003,150
Totals	225	75		\$3,003,150

**Includes students from new developments not housed in new facilities.
 Amounts based on State OPSC budgets for new construction projects.**

This data is used to show that there are significant needs within the school District to invest in its existing facilities. Without modernizing its schools, the District could be forced to begin closing some of its buildings and schools.



To accurately account for the amount of the modernization projects attributed to the impact of new developments, only the students from new developments that were not already housed in new facilities are included in the net needs for modernization projects. As can be seen in the charts, the net modernization needs due to new development impacts are much less than the total District modernization needs.

Impact of New Residential Development

This next table compares the development-related enrollment to the available district capacity for each grade level and then multiplies the unhoused students by the new school construction costs to determine the total school facility costs related to the impact of new residential housing developments.

The modernization needs are included for the students not housed in new facilities but who would be housed in existing facilities that are eligible for and need to be modernized to provide adequate housing and to maintain the existing level of service for the students generated by development.

Table 11

**Kingsburg Joint Union High
 Summary of Residential Impact**

<u>School Facility</u>	<u>Development Projection</u>	<u>Available Space</u>	<u>Net Unhoused</u>	<u>Construction Cost Per Student</u>	<u>Total Facility Costs</u>
High & Cont.	75	370	0	\$40,042	\$0
Modernization Needs:					\$3,003,150
Average cost per student:					\$40,042
Total Residential Sq Ft:					764,250
Residential Fee Justified:					\$3.93

The total need for school facilities based solely on the impact of the 375 new housing units projected over the next five years totals \$3,003,150. To determine the impact per square foot of residential development, this amount is divided by the total square feet of the projected developments. As calculated from the historic Developer Fee Permits, the average size home built has averaged 2,038 square feet. The total area for 375 new homes would therefore be 764,250 square feet. The total residential fee needed to be able to collect \$3,003,150 would be **\$3.93** per square foot.

Impact of Other Residential Development

In addition to new residential development projects that typically include new single family homes and new multi-family units, the District can also be impacted by additional types of new development projects. These include but are not limited to redevelopment projects, additions to existing housing units, and replacement of existing housing units with new housing units.

These development projects are still residential projects and therefore it is reasonable to assume they would have the same monetary impacts per square foot as the new residential development projects. However, the net impact is reduced due to the fact that there was a previous residential building in its place. Therefore, the development impact fees should only be charged for other residential developments if the new building(s) exceed the square footage area of the previous building(s). If the new building is larger than the existing building, then it is reasonable to assume that additional students could be generated by the project. The project would only pay for the development impact fees for the net increase in assessable space generated by the development project. Education Code allows for an exemption from development impacts fees for any additions to existing residential structures that are 500 square feet or less.

Impact of Commercial/Industrial Development

There is a correlation between the growth of commercial/industrial firms/facilities within a community and the generation of school students within most business service areas. Fees for commercial/industrial can only be imposed if the residential fees will not fully mitigate the cost of providing school facilities to students from new development.

The approach utilized in this section is to apply statutory standards, U.S. Census employment statistics, and local statistics to determine the impact of future commercial/industrial development projects on the District. Many of the factors used in this analysis were taken from the U.S. Census, which remains the most complete and authoritative source of information on the community in addition to the "1990 SanDAG Traffic Generators Report".

Employees per Square Foot of Commercial Development

Results from a survey published by the San Diego Association of Governments "1990 San DAG Traffic Generators" are used to establish numbers of employees per square foot of building area to be anticipated in new commercial or industrial development projects. The average number of workers per 1,000 square feet of area ranges from 0.06 for Rental Self

Storage to 4.79 for Standard Commercial Offices. The generation factors from that report are shown in the following table.

Table 12

Commercial/Industrial Category	Average Square Foot Per Employee	Employees Per Average Square Foot
Banks	354	0.00283
Community Shopping Centers	652	0.00153
Neighborhood Shopping Centers	369	0.00271
Industrial Business Parks	284	0.00352
Industrial Parks	742	0.00135
Rental Self Storage	15541	0.00006
Scientific Research & Development	329	0.00304
Lodging	882	0.00113
Standard Commercial Office	209	0.00479
Large High Rise Commercial Office	232	0.00431
Corporate Offices	372	0.00269
Medical Offices	234	0.00427

Source: 1990 SanDAG Traffic Generators report

Students per Employee

The number of students per employee is determined by using the 2015-2019 American Community Survey 5-Year Estimates for the District. There were 7,481 employees and 5,911 homes in the District. This represents a ratio of 1.2656 employees per home.

There were 1,183 school age children attending the District in 2019. This is a ratio of 0.1581 students per employee. This ratio, however, must be reduced by including only the percentage of employees that worked in their community of residence (30.7%), because only those employees living in the District will impact the District's school facilities with their children. The net ratio of students per employee in the District is 0.0485.

School Facilities Cost per Student

Facility costs for housing commercially generated students are the same as those used for residential construction. The cost factors used to assess the impact from commercial development projects are contained in Table 11.

Residential Offset

When additional employees are generated in the District as a result of new commercial/ industrial development, fees will also be charged on the residential units necessary to provide housing for the employees living in the District. To prevent a commercial or industrial

development from paying for the portion of the impact that will be covered by the residential fee, this amount has been calculated and deducted from each category. The residential offset amount is calculated by multiplying the following factors together and dividing by 1,000 (to convert from cost per 1,000 square feet to cost per square foot).

- Employees per 1,000 square feet (varies from a low of 0.06 for rental self storage to a high of 4.79 for office building).
- Percentage of employees that worked in their community of residence (30.7 percent).
- Housing units per employee (0.7901). This was derived from the 2015-2019 American Community Survey 5-Year Estimates data for the District, which indicates there were 7,481 employees, and the 2015-2019 American Community Survey 5-Year Estimates data for the District, which indicates there were 5,911 housing units.
- Percentage of employees that will occupy new housing units (75 percent).
- Average square feet per dwelling unit (2,038).
- Residential fee charged by the District (\$1.60 (1/3 of \$4.79) per square foot).
- Average cost per student was determined in Table 11.

The following table shows the calculation of the school facility costs generated by a square foot of new commercial/industrial development for each category of development.

Table 13

Kingsburg Joint Union High							
Summary of Commercial and Industrial Uses							
<u>Type</u>	<u>Employees per 1,000 Sq. Ft.</u>	<u>Students per Employee</u>	<u>Students per 1,000 Sq. Ft.</u>	<u>Average Cost per Student</u>	<u>Cost per Sq. Ft.</u>	<u>Residential offset per Sq. Ft.</u>	<u>Net Cost per Sq. Ft.</u>
Banks	2.83	0.0485	0.137	\$40,042	\$5.50	\$1.68	\$3.82
Community Shopping Centers	1.53	0.0485	0.074	\$40,042	\$2.97	\$0.91	\$2.06
Neighborhood Shopping Centers	2.71	0.0485	0.132	\$40,042	\$5.27	\$1.61	\$3.66
Industrial Business Parks	3.52	0.0485	0.171	\$40,042	\$6.84	\$2.09	\$4.75
Industrial Parks	1.35	0.0485	0.066	\$40,042	\$2.62	\$0.80	\$1.82
Rental Self Storage	0.06	0.0485	0.003	\$40,042	\$0.12	\$0.04	\$0.08
Scientific Research & Development	3.04	0.0485	0.148	\$40,042	\$5.91	\$1.80	\$4.11
Lodging	1.13	0.0485	0.055	\$40,042	\$2.20	\$0.67	\$1.53
Standard Commercial Office	4.79	0.0485	0.233	\$40,042	\$9.31	\$2.84	\$6.47
Large High Rise Commercial Office	4.31	0.0485	0.209	\$40,042	\$8.38	\$2.56	\$5.82
Corporate Offices	2.69	0.0485	0.131	\$40,042	\$5.23	\$1.60	\$3.63
Medical Offices	4.27	0.0485	0.207	\$40,042	\$8.30	\$2.53	\$5.77

*Based on 1990 SanDAG Traffic Generator Report

Net Cost per Square Foot

Since the Districts share of the State Maximum Fee is now \$0.26 (1/3 of \$0.78) for commercial/industrial construction, the District is justified in collecting the maximum fee for all categories with the exception of Rental Self Storage. The District can only justify collection of \$0.08 per square foot of Rental Self Storage construction.

Verifying the Sufficiency of the Development Impact

Education Code Section 17620 requires districts to find that fee revenues will not exceed the cost of providing school facilities to the students generated by the development paying the fees. This section shows that the fee revenues do not exceed the impact of the new development.

The total need for school facilities resulting from new development totals \$3,003,150. The amount the District would collect over the five year period at the maximum rate of \$1.60 (1/3 of \$4.79) for residential and \$0.26 (1/3 of \$0.78) for commercial/industrial development would be as follows:

$\$1.60 \times 375 \text{ homes} \times 2,038 \text{ sq ft per home} = \$1,222,800$ for Residential

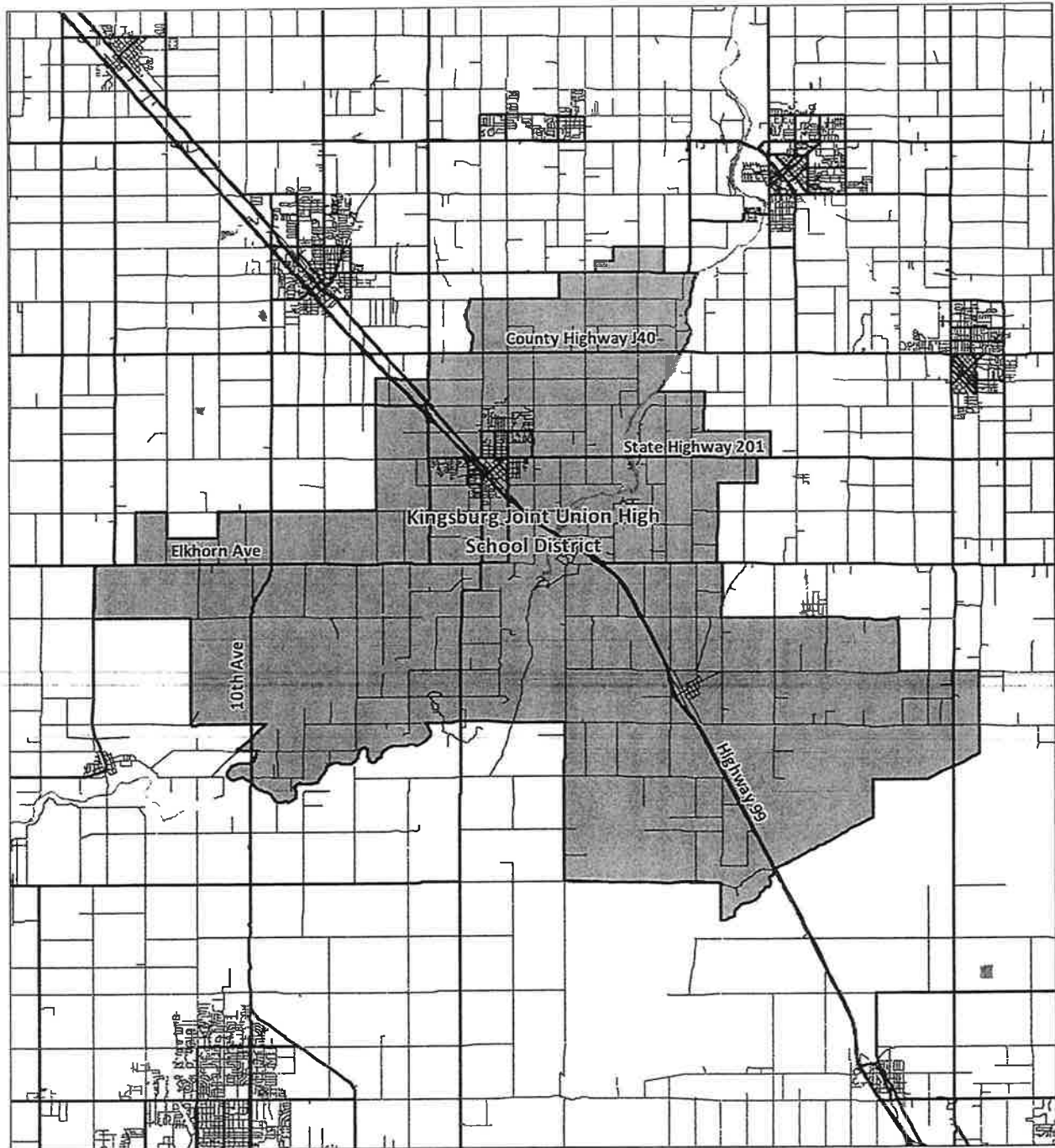
$\$0.26 \times 81,000 \text{ sq ft per year} \times 5 \text{ years} = \$105,300$ for Commercial/Industrial

Total projected 5 year income: \$1,328,100

The estimated income is less than the projected facility needs due to the impact of new development projects.

District Map

The following map shows the extent of the areas for which development fees are applicable to the Kingsburg Joint Union High School District.



Conclusion

Based on the data contained in this Study, it is found that a reasonable relationship exists between residential, commercial/industrial development and the need for school facilities in the Kingsburg Joint Union High School District. The following three nexus tests required to show justification for levying fees have been met:

Burden Nexus: New residential development will generate an average of 0.2001 9-12 grade students per unit. Because the District does not have adequate facilities for all the students generated by new developments, the District will need to build additional facilities and/or modernize/reconstruct the existing facilities in order to maintain existing level of services in which the new students will be housed.

Cost Nexus: The cost to provide new and reconstructed facilities is an average of \$3.93 per square foot of residential development. Each square foot of residential development will generate \$1.60 (1/3 of \$4.79) in developer fees resulting in a shortfall of \$2.33 per square foot.

Benefit Nexus: The developer fees to be collected by the Kingsburg Joint Union High School District will be used for the provision of additional and reconstructed or modernized school facilities. This will benefit the students to be generated by new development by providing them with adequate educational school facilities.

The District's planned use of the fees received from development impacts will include the following types of projects, each of which will benefit students from new developments.

- 1) **New Schools:** When there is enough development activity occurring in a single area, the District will build a new school to house the students from new developments.
- 2) **Additions to Existing Schools:** When infill development occurs, the District will accommodate students at existing schools by building needed classrooms and/or support facilities such as cafeterias, restrooms, gyms and libraries as needed to increase the school capacity. Schools may also need upgrades of the technology and tele-communication systems to be able to increase their capacity.

- 3) Portable Replacement Projects: Some of the District's capacity is in temporary portables and therefore may not be included in the State's capacity calculations. These portables can be replaced with new permanent or modular classrooms to provide adequate space for students from new developments. These projects result in an increase to the facility capacity according to State standards. In addition, old portables that have reached the end of their life expectancy, will need to be replaced to maintain the existing level of service. These types of projects are considered modernization projects in the State Building Program. If development impacts did not exist, the old portables could be removed.

- 4) Modernization/Upgrade Projects: In many cases, students from new developments are not located in areas where new schools are planned to be built. The District plans to modernize or upgrade older schools to be equivalent to new schools so students will be housed in equitable facilities to those students housed in new schools. These projects may include updates to the building structures to meet current building standards, along with upgrades to the current fire and safety standards and any access compliance standards.

Per the District's agreement with the Elementary School Districts, the high school share of the developer fees collected is 1/3rd or 33.33%. The reasonable relationship identified by these findings provides the required justification for the Kingsburg Joint Union High School District to ~~levy the maximum fees of \$1.60 (1/3 of \$4.79) per square foot for residential construction and \$0.26 (1/3 of \$0.78) per square foot for commercial/industrial construction, except for Rental Self Storage facilities in which a fee of \$0.08 per square foot is justified as authorized by Education Code Section 17620.~~

Appendices

2022 Developer Fee Justification Study

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

SCHOOL DISTRICT Kingsburg Joint Union High	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 62257
COUNTY Fresno	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

Check one: Fifth-Year Enrollment Projection Tenth-Year Enrollment Projection

HSAA Districts Only - Check one: Attendance Residency
 Residency - COS Districts Only - (Fifth Year Projection Only)

<input type="checkbox"/> Modified Weighting (Fifth-Year Projection Only)	3rd Prev. to 2nd Prev.	2nd Prev. to Prev.	Previous to Current
<input type="checkbox"/> Alternate Weighting - (Fill in boxes to the right):			

Part G. Number of New Dwelling Units
 (Fifth-Year Projection Only) 375

Part H. District Student Yield Factor
 (Fifth-Year Projection Only) .200135

Part I. Projected Enrollment

1. Fifth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL
2506	715	1156	4377

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe	0	0	0
Severe	0	0	0
TOTAL	0	0	0

2. Tenth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

Part A. K-12 Pupil Data

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
	/	/	/	/	2018 / 2019	2019 / 2020	2020 / 2021	2021 / 2022
K					448	389	369	409
1					309	335	308	299
2					328	301	325	331
3					340	332	296	340
4					330	337	325	309
5					331	337	332	336
6					351	326	329	351
7					356	352	330	320
8					360	359	340	350
9					323	317	300	292
10					286	309	314	296
11					282	282	304	330
12					276	275	273	301
TOTAL					4320	4251	4145	4264

Part B. Pupils Attending Schools Chartered By Another District

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
				0	0	0	0

Part C. Continuation High School Pupils - (Districts Only)

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
9					0	0	0	0
10					0	0	0	0
11					0	0	0	0
12					0	0	0	0
TOTAL					0	0	0	0

Part D. Special Day Class Pupils - (Districts or County Superintendent of Schools)

	Elementary	Secondary	TOTAL
Non-Severe	0	0	0
Severe	0	0	0
TOTAL	0	0	0

Part E. Special Day Class Pupils - (County Superintendent of Schools Only)

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
/	/	/	/	2018 / 2019	2019 / 2020	2020 / 2021	2021 / 2022

Part F. Birth Data - (Fifth-Year Projection Only)

County Birth Data Birth Data by District ZIP Codes Estimate Estimate Estimate

8th Prev.	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current

I certify, as the District Representative, that the information reported on this form and, when applicable, the High School Attendance Area Residency Reporting Worksheet attached, is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district.
- If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42.1 (a), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE) _____

SIGNATURE OF DISTRICT REPRESENTATIVE _____

DATE _____ TELEPHONE NUMBER _____

E-MAIL ADDRESS _____

Table Notes

MEANS OF TRANSPORTATION TO WORK BY SELECTED CHARACTERISTICS

Survey/Program: American Community Survey

Year: 2019

Estimates: 5-Year

Table ID: S0802

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who received an allocated value for a particular subject.

2019 ACS data products include updates to several categories of the existing means of transportation question. For more information, see: Change to Means of Transportation.

Occupation titles and their 4-digit codes are based on the Standard Occupational Classification (SOC). The Census occupation codes for 2018 and later years are based on the 2018 revision of the SOC. To allow for the creation of the multiyear tables, occupation data in the multiyear files (prior to data year 2018) were recoded to the 2018 Census occupation codes. We recommend using caution when comparing data coded using 2018 Census occupation codes with data coded using Census occupation codes prior to data year 2018. For more information on the Census occupation code changes, please visit our website <https://www.census.gov/topics/employment/industry-occupation/guidance/code-lists.html>.

In 2019, methodological changes were made to the class of worker question. These changes involved modifications to the question wording, the category wording, and the visual format of the categories on the questionnaire. The format for the class of worker categories are now listed under the headings "Private Sector Employee," "Government Employee," and "Self-Employed or Other." Additionally, the category of Active Duty was added as one of the response categories under the "Government Employee" section for the mail questionnaire. For more detailed information about the 2019 changes, see the 2016 American Community Survey Content Test Report for Class of Worker located at http://www.census.gov/library/working-papers/2017/acs/2017_Martinez_01.html.

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

Foreign born excludes people born outside the United States to a parent who is a U.S. citizen.

Workers include members of the Armed Forces and civilians who were at work last week.

Industry titles and their 4-digit codes are based on the North American Industry Classification System (NAICS). The Census industry codes for 2018 and later years are based on the 2017 revision of the NAICS. To allow for the creation of multiyear tables, industry data in the multiyear files (prior to data year 2018) were recoded to the 2017 Census industry codes. We recommend using caution when comparing data coded using 2017 Census industry codes with data coded using Census industry codes prior to data year 2018. For more information on the Census industry code changes, please visit our website at <https://www.census.gov/topics/employment/industry-occupation/guidance/code-lists.html>.

The 2015-2019 American Community Survey (ACS) data generally reflect the September 2018 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

- An "*" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
- An "-" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution, or the margin of error associated with a median was larger than the median itself.
- An "-" following a median estimate means the median falls in the lowest interval of an open-ended distribution.
- An "+" following a median estimate means the median falls in the upper interval of an open-ended distribution.
- An "***" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
- An "****" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
- An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
- An "(X)" means that the estimate is not applicable or not available.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

SELECTED HOUSING CHARACTERISTICS

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Kingsburg Joint Union High School District, California		
Label	Estimate	Margin of Error
▼ HOUSING OCCUPANCY		
▼ Total housing units	6,204	±359
Occupied housing units	5,911	±349
Vacant housing units	293	±119
Homeowner vacancy rate	0.0	±0.9
Rental vacancy rate	0.5	±0.7
▼ UNITS IN STRUCTURE		
▼ Total housing units	6,204	±359
1-unit, detached	4,850	±363
1-unit, attached	59	±44
2 units	100	±96
3 or 4 units	288	±118
5 to 9 units	199	±104
10 to 19 units	14	±24
20 or more units	187	±72
Mobile home	485	±166
Boat, RV, van, etc.	22	±10
▼ YEAR STRUCTURE BUILT		
▼ Total housing units	6,204	±359
Built 2014 or later	11	±11
Built 2010 to 2013	126	±74
Built 2000 to 2009	1,180	±210
Built 1990 to 1999	1,055	±216
Built 1980 to 1989	708	±171
Built 1970 to 1979	889	±177
Built 1960 to 1969	423	±138

Table Notes

SELECTED HOUSING CHARACTERISTICS

Survey/Program: American Community Survey

Year: 2019

Estimates: 5-Year

Table ID: DP04

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

Households not paying cash rent are excluded from the calculation of median gross rent.

Telephone service data are not available for certain geographic areas due to problems with data collection of this question that occurred in 2015, 2016, and 2019. Both ACS 1-year and ACS 5-year files were affected. It may take several years in the ACS 5-year files until the estimates are available for the geographic areas affected.

The 2015-2019 American Community Survey (ACS) data generally reflect the September 2018 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

An "***" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.

An "-" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution, or the margin of error associated with a median was larger than the median itself.

An "-" following a median estimate means the median falls in the lowest interval of an open-ended distribution.

An "+" following a median estimate means the median falls in the upper interval of an open-ended distribution.

An "***" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.

An "*****" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.

An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.

displayed because the number of sample cases is too small.

An "(X)" means that the estimate is not applicable or not available.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Use of Developer Fees:

A School District can use the revenue collected on residential and commercial/industrial construction for the purposes listed below:

- Purchase or lease of interim school facilities to house students generated by new development pending the construction of permanent facilities.
- Purchase or lease of land for school facilities for such students.
- Acquisition of school facilities for such students, including:
 - Construction
 - Modernization/reconstruction
 - Architectural and engineering costs
 - Permits and plan checking
 - Testing and inspection
 - Furniture, Equipment and Technology for use in school facilities
- Legal and other administrative costs related to the provision of such new facilities
- Administration of the collection of, and justification for, such fees, and
- Any other purpose arising from the process of providing facilities for students generated by new development.

Following is an excerpt from the Education Code that states the valid uses of the Level 1 developer fees. It refers to construction and reconstruction. The term reconstruction was originally used in the Leroy Greene program. The term modernization is currently used in the 1998 State Building Program and represents the same scope of work used in the original reconstruction projects.

Ed Code Section 17620. (a) (1) The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code. This fee, charge, dedication, or other requirement may be applied to construction only as follows: ...

The limitations referred to in this text describe the maximum amounts that can be charged for residential and commercial/industrial projects and any projects that qualify for exemptions. They do not limit the use of the funds received.

Determination of Average State allowed amounts for Site Development Costs

Elementary Schools

District	Project #	Acres	Original	Inflation	2009 Adjusted	Project Year	2009	
			OPSC Site Development	Factor	Site Development		Cost/Acre	
Davis Jt Unified	3	9.05	\$532,282	38.4%	\$1,473,469	2004	\$162,814	
Dry Creek Jt Elem	2	8.5	\$516,347	46.2%	\$1,509,322	2002	\$177,567	
Dry Creek Jt Elem	5	11.06	\$993,868	20.1%	\$2,387,568	2006	\$215,874	
Elk Grove Unified	5	12.17	\$556,011	48.2%	\$1,648,316	2001	\$135,441	
Elk Grove Unified	10	11	\$690,120	48.2%	\$2,045,888	2001	\$185,990	
Elk Grove Unified	11	10	\$702,127	48.2%	\$2,081,483	2001	\$208,148	
Elk Grove Unified	14	10	\$732,837	46.2%	\$2,142,139	2002	\$214,214	
Elk Grove Unified	16	9.86	\$570,198	46.2%	\$1,666,733	2002	\$169,040	
Elk Grove Unified	17	10	\$542,662	46.2%	\$1,586,243	2002	\$158,624	
Elk Grove Unified	20	10	\$710,730	43.2%	\$2,034,830	2003	\$203,483	
Elk Grove Unified	25	10	\$645,923	38.4%	\$1,788,052	2004	\$178,805	
Elk Grove Unified	28	10.03	\$856,468	24.4%	\$2,130,974	2005	\$212,460	
Elk Grove Unified	39	9.91	\$1,007,695	20.1%	\$2,420,785	2006	\$244,277	
Folsom-Cordova Unified	1	9.79	\$816,196	20.1%	\$1,960,747	2006	\$200,281	
Folsom-Cordova Unified	4	7.5	\$455,908	46.2%	\$1,332,654	2002	\$177,687	
Folsom-Cordova Unified	5	8	\$544,213	46.2%	\$1,590,776	2002	\$198,847	
Folsom-Cordova Unified	8	8.97	\$928,197	11.2%	\$2,063,757	2007	\$230,073	
Galt Jt Union Elem	2	10.1	\$1,033,044	38.4%	\$2,859,685	2004	\$283,137	
Lincoln Unified	1	9.39	\$433,498	46.2%	\$1,267,148	2002	\$134,947	
Lodi Unified	3	11.2	\$555,999	46.2%	\$1,625,228	2002	\$145,110	
Lodi Unified	10	11.42	\$1,245,492	46.2%	\$3,640,669	2002	\$318,798	
Lodi Unified	19	9.93	\$999,164	11.2%	\$2,221,545	2007	\$223,721	
Lodi Unified	22	10	\$1,416,212	7.7%	\$3,051,426	2008	\$305,143	
Natomas Unified	6	8.53	\$685,284	46.2%	\$2,003,138	2002	\$234,834	
Natomas Unified	10	9.83	\$618,251	43.2%	\$1,770,061	2003	\$180,067	
Natomas Unified	12	9.61	\$735,211	24.4%	\$1,829,275	2005	\$190,351	
Rocklin Unified	8	10.91	\$593,056	46.2%	\$1,733,548	2002	\$158,895	
Stockton Unified	1	12.66	\$1,462,232	7.7%	\$3,150,582	2008	\$248,861	
Stockton Unified	2	10.5	\$781,675	43.2%	\$2,237,946	2003	\$213,138	
Stockton Unified	6	12.48	\$1,136,704	20.1%	\$2,730,703	2006	\$218,806	
Tracy Jt Unified	4	10	\$618,254	46.2%	\$1,807,204	2002	\$180,720	
Tracy Jt Unified	10	10	\$573,006	38.4%	\$1,586,202	2004	\$158,620	
Washington Unified	1	8	\$446,161	46.2%	\$1,304,163	2002	\$163,020	
Washington Unified	4	10.76	\$979,085	7.7%	\$2,109,575	2008	\$196,057	2022 Adjusted Value
Totals		341.16			\$68,791,833	Average	\$201,641	\$314,657

Middle and High Schools

District	Project #	Acres	Original	Inflation	2009 Adjusted	Project Year	2009	
			OPSC Site Development	Factor	Site Development		Cost/Acre	
Western Placer Unified	4	19.3	\$5,973,312	24.4%	\$7,431,085	2005	\$385,030	
Roseville City Elem	2	21.6	\$1,780,588	48.2%	\$2,639,311	2000	\$122,190	
Elk Grove Unified	4	66.2	\$8,659,494	48.2%	\$12,835,704	2000	\$193,893	
Elk Grove Unified	13	76.4	\$9,791,732	48.2%	\$14,513,986	2001	\$189,974	
Elk Grove Unified	18	84.3	\$13,274,562	43.2%	\$19,002,626	2003	\$225,417	
Grant Jt Union High	2	24	\$2,183,840	48.2%	\$3,237,039	2000	\$134,877	
Center Unified	1	21.2	\$1,944,310	46.2%	\$2,841,684	2002	\$134,042	
Lodi Unified	2	13.4	\$1,076,844	46.2%	\$1,573,849	2002	\$117,451	
Lodi Unified	6	13.4	\$2,002,164	46.2%	\$2,926,240	2002	\$218,376	
Galt Jt Union Elem	1	24.9	\$2,711,360	46.2%	\$3,962,757	2002	\$159,147	
Tahoe Truckee Unified	2	24	\$2,752,632	43.2%	\$3,940,412	2003	\$164,184	
Davis Unified	5	23.3	\$3,814,302	43.2%	\$5,460,199	2003	\$234,343	
Woodland Unified	3	50.2	\$8,664,700	46.2%	\$12,663,792	2002	\$252,267	
Sacramento City Unified	1	35.2	\$4,813,386	46.2%	\$7,034,949	2002	\$199,856	
Lodi Unified	4	47	\$7,652,176	46.2%	\$11,183,950	2002	\$237,956	
Stockton Unified	3	49.1	\$8,959,088	43.2%	\$12,824,996	2003	\$261,202	
Natomas Unified	11	38.7	\$3,017,002	38.4%	\$4,175,850	2004	\$107,903	
Rocklin Unified	11	47.1	\$11,101,088	24.4%	\$13,810,282	2005	\$293,212	2022 Adjusted Value
Totals		679.3			\$142,058,711	Average	\$209,125	\$296,030
Middle Schools:		260.7			\$49,447,897	Middle	\$189,704	\$296,030
High Schools:		418.6			\$92,610,814	High	\$221,217	\$345,206

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, February 23, 2022

INDEX ADJUSTMENT ON THE ASSESSMENT FOR DEVELOPMENT

PURPOSE OF REPORT

To report the index adjustment on the assessment for development, which may be levied pursuant to Education Code Section 17620.

DESCRIPTION

The law requires the maximum assessment for development be adjusted every two years by the change in the Class B construction cost index, as determined by the State Allocation Board (Board) in each calendar year. This item requests that the Board make the adjustment based on the change reflected using the RS Means index.

AUTHORITY

Education Code Section 17620(a)(1) states the following: "The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code."

Government Code Section 65995(b)(3) states the following: "The amount of the limits set forth in paragraphs (1) and (2) shall be increased in 2000, and every two years thereafter, according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting, which increase shall be effective as of the date of that meeting."

BACKGROUND

There are three levels that may be levied for developer's fees. The fees are levied on a per-square foot basis. The lowest fee, Level I, is assessed if the district conducts a Justification Study that establishes the connection between the development coming into the district and the assessment of fees to pay for the cost of the facilities needed to house future students. The Level II fee is assessed if a district makes a timely application to the Board for new construction funding, conducts a School Facility Needs Analysis pursuant to Government Code Section 65995.6, and satisfies at least two of the requirements listed in Government Code Section 65995.5(b)(3). The Level III fee is assessed when State bond funds are exhausted; the district may impose a developer's fee up to 100 percent of the School Facility Program new construction project cost.

STAFF ANALYSIS/STATEMENTS

A historical comparison of the assessment rates for development fees for 2018 and 2020 are shown below for information. According to the RS Means, the cost index for Class B construction increased by 17.45% percent, during the two-year period from January 2020 to January 2022, requiring the assessment for development fees to be adjusted as follows beginning January 2022:

RS Means Index Maximum Level I Assessment Per Square Foot

	<u>2018</u>	<u>2020</u>	<u>2022</u>
Residential	\$3.79	\$4.08	\$4.79
Commercial/Industrial	\$0.61	\$0.66	\$0.78

RECOMMENDATION

Increase the 2022 maximum Level I assessment for development in the amount of 17.45 percent using the RS Means Index to be effective immediately.

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

PURPOSE OF REPORT

To adopt the annual adjustment in the School Facility Program (SFP) grants based on the change in construction costs pursuant to the Education Code (EC) and SFP Regulations.

DESCRIPTION

This item presents the State Allocation Board (Board) with the annual adjustment to the SFP grants based on the statewide cost index for Class B construction. Each year the Board adjusts the SFP grants to reflect construction cost changes. In January 2016, the Board adopted the RS Means index for 2016 and future years. This item presents the 2022 annual adjustment to SFP grants based on the RS Means index.

AUTHORITY

See Attachment A.

STAFF ANALYSIS/STATEMENTS

At the January 2016 meeting, the Board adopted an increase to the SFP grants using the RS Means Construction Cost Index (CCI) as the statewide cost index for Class B construction.

The current rate of change between 2021 and 2022 for the RS Means Class B CCI is 15.80 percent. The chart below reflects the amounts previously adopted for 2021 compared to the potential amount for the new construction base grants.

Grade Level	Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-21	RS Means 15.80%
			Potential Grant Per Pupil Effective 1-1-22
Elementary	1859.71	\$12,628	\$14,623
Middle	1859.71	\$13,356	\$15,466
High	1859.71	\$16,994	\$19,679
Special Day Class – Severe	1859.71.1	\$35,484	\$41,090
Special Day Class – Non-Severe	1859.71.1	\$23,731	\$27,480

STAFF ANALYSIS/STATEMENTS (cont.)

The following chart shows the amounts previously adopted compared to the potential amount for the modernization base grants.

RS Means 15.80%

Grade Level	Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-21	Potential Grant Per Pupil Effective 1-1-22
Elementary	1859.78	\$4,808	\$5,568
Middle	1859.78	\$5,085	\$5,888
High	1859.78	\$6,658	\$7,710
Special Day Class - Severe	1859.78.3	\$15,325	\$17,746
Special Day Class - Non-Severe	1859.78.3	\$10,253	\$11,873

In addition, the CCI adjustment would increase the threshold amount for Government Code Section 66452.6(a)(2) for the period of one year commencing March 1, 2022. The following chart shows the amount previously adopted for 2021 compared to the resulting threshold amount, upon approval of the proposed 2022 CCI adjustment:

RS Means 15.80%

	Effective 3-1-2021	Potential 3-1-2022
Resulting Amount	\$317,941	\$368,176

RECOMMENDATION

Adopt the increase of 15.80 percent for the 2022 SFP grants based on the RS Means Construction Cost Index as shown in Attachment B.

AUTHORITY

For the New Construction grant, EC Section 17072.10(b) states, "The board annually shall adjust the per-unhoused- pupil apportionment to reflect construction cost changes, as set forth in the statewide cost index for class B construction as determined by the board."

For Modernization funding, EC Section 17074.10(b) states, "The board shall annually adjust the factors set forth in subdivision (a) according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the board."

Government Code Section 66452.6 states:

(a)(1) An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 12 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way which abut the boundary of the property to be subdivided and which are reasonably related to the development of that property, each filing of a final map authorized by Section 66456.1 shall extend the expiration of the approved or conditionally approved tentative map by 36 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the tentative map more than 10 years from its approval or conditional approval.

...

(2) Commencing January 1, 2012, and each calendar year thereafter, the amount of two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) shall be annually increased by operation of law according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting. The effective date of each annual adjustment shall be March 1. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

SFP Regulation Section 1859.71 states,

The new construction per-unhoused-pupil grant amount, as provided by Education Code Section 17072.10(a), will be adjusted annually based on the change in the Class B Construction Cost Index as approved by the Board each January. The base Class B Construction Cost Index shall be 1.30 and the first adjustment shall be January, 1999.

The new construction per-unhoused-pupil grant amount, as provided by Education Code Section 17072.10(a), may be increased by an additional amount not to exceed six percent in a fiscal year, or decreased, based on the analysis of the current cost to build schools as reported on the Project Information Worksheet (Revised 05/10) which shall be submitted with the Forms SAB 50-05 and 50-06 and as approved by the Board.

ATTACHMENT A

SFP Regulation Section 1859.2 Definitions states,

“Class B Construction Cost Index” is a construction factor index for structures made of reinforced concrete or steel frames, concrete floors, and roofs, and accepted and used by the Board.

SFP Regulation Section 1859.78 states, “The modernization per-unhoused-pupil grant amount, as provided by Education Code Section 17074.10(a), will be adjusted annually based on the change in the Class B Construction Cost Index as approved by the Board each January.

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

State Allocation Board Meeting, February 23, 2022

Grant Amount Adjustments

New Construction	SFP Regulation Section	Adjusted Grant Per Pupil Effective 1-1-21	Adjusted Grant Per Pupil Effective 1-1-22
Elementary	1859.71	\$12,628	\$14,623
Middle	1859.71	\$13,356	\$15,466
High	1859.71	\$16,994	\$19,679
Special Day Class – Severe	1859.71.1	\$35,484	\$41,090
Special Day Class – Non-Severe	1859.71.1	\$23,731	\$27,480
Automatic Fire Detection/Alarm System – Elementary	1859.71.2	\$15	\$17
Automatic Fire Detection/Alarm System – Middle	1859.71.2	\$20	\$23
Automatic Fire Detection/Alarm System – High	1859.71.2	\$34	\$39
Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.71.2	\$63	\$73
Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.71.2	\$45	\$52
Automatic Sprinkler System – Elementary	1859.71.2	\$212	\$245
Automatic Sprinkler System – Middle	1859.71.2	\$252	\$292
Automatic Sprinkler System – High	1859.71.2	\$262	\$303
Automatic Sprinkler System – Special Day Class – Severe	1859.71.2	\$668	\$774
Automatic Sprinkler System – Special Day Class – Non-Severe	1859.71.2	\$448	\$519

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

State Allocation Board Meeting, February 23, 2022

Grant Amount Adjustments

Modernization	SFP Regulation Section	Adjusted Grant Per Pupil Effective 1-1-21	Adjusted Grant Per Pupil Effective 1-1-22
Elementary	1859.78	\$4,808	\$5,568
Middle	1859.78	\$5,085	\$5,888
High	1859.78	\$6,658	\$7,710
Special Day Class - Severe	1859.78.3	\$15,325	\$17,746
Special Day Class – Non-Severe	1859.78.3	\$10,253	\$11,873
State Special School – Severe	1859.78	\$25,543	\$29,579
Automatic Fire Detection/Alarm System – Elementary	1859.78.4	\$156	\$181
Automatic Fire Detection/Alarm System – Middle	1859.78.4	\$156	\$181
Automatic Fire Detection/Alarm System – High	1859.78.4	\$156	\$181
Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.78.4	\$430	\$498
Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.78.4	\$288	\$334
Over 50 Years Old – Elementary	1859.78.6	\$6,680	\$7,735
Over 50 Years Old – Middle	1859.78.6	\$7,065	\$8,181
Over 50 Years Old – High	1859.78.6	\$9,248	\$10,709
Over 50 Years Old – Special Day Class – Severe	1859.78.6	\$21,291	\$24,655
Over 50 Years Old – Special Day Class – Non-Severe	1859.78.6	\$14,237	\$16,486
Over 50 Years Old – State Special Day School – Severe	1859.78.6	\$35,483	\$41,089

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

State Allocation Board Meeting, February 23, 2022

Grant Amount Adjustments

New Construction / Modernization / Facility Hardship / Seismic Mitigation / Joint Use	SFP Regulation Section	Adjusted Grant Amount Effective 1-1-21	Adjusted Grant Amount Effective 1-1-22
Therapy/Multipurpose Room/Other (per square foot)	1859.72 1859.73.2 1859.77.3 1859.82.1 1859.82.2 1859.125 1859.125.1	\$207	\$240
Toilet Facilities (per square foot)	1859.72 1859.73.2 1859.82.1 1859.82.2 1859.125 1859.125.1	\$371	\$430
Portable Therapy/Multipurpose Room/Other (per square foot)	1859.72 1859.73.2 1859.77.3 1859.82.1 1859.125 1859.125.1	\$47	\$54
Portable Toilet Facilities (per square foot)	1859.72 1859.73.2 1859.82.1 1859.125 1859.125.1	\$120	\$139

New Construction Only	SFP Regulation Section	Adjusted Grant Amount Effective 1-1-21	Adjusted Grant Amount Effective 1-1-22
Parking Spaces (per stall)	1859.76	\$16,059	\$18,596
General Site Grant (per acre for additional acreage being acquired)	1859.76	\$20,554	\$23,801
Project Assistance (for school district with less than 2,500 pupils)	1859.73.1	\$7,723	\$8,943

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

State Allocation Board Meeting, February 23, 2022
Grant Amount Adjustments

Modernization Only	SFP Regulation Section	Adjusted Grant Amount Effective 1-1-21	Adjusted Grant Amount Effective 1-1-22
Two-stop Elevator	1859.83	\$128,460	\$148,757
Each Additional Stop	1859.83	\$23,124	\$26,778
Project Assistance (for school district with less than 2,500 pupils)	1859.78.2	\$4,119	\$4,770

Facility Hardship / Rehabilitation	SFP Regulation Section	Adjusted Grant Amount Effective 1-1-21	Adjusted Grant Amount Effective 1-1-22
Current Replacement Cost – Permanent Other (per square foot)	1859.2	\$412	\$477
Current Replacement Cost – Permanent Toilets (per square foot)	1859.2	\$742	\$859
Current Replacement Cost – Portable Other (per square foot)	1859.2	\$94	\$109
Current Replacement Cost – Portable Toilets (per square foot)	1859.2	\$241	\$279
Interim Housing – Financial Hardship (per classroom)	1859.81	\$42,342	\$49,032

Charter School Facilities Program – Preliminary Apportionment Amounts	SFP Regulation Section	Adjusted Grant Amount Effective 1-1-21	Adjusted Grant Amount Effective 1-1-22
Charter School Elementary (per pupil)	1859.163.1	\$12,693	\$14,698
Charter School Middle (per pupil)	1859.163.1	\$13,438	\$15,561
Charter School High (per pupil)	1859.163.1	\$17,055	\$19,750
Charter School Special Day Class – Severe (per pupil)	1859.163.1	\$35,653	\$41,286
Charter School Special Day Class - Non-Severe (per pupil)	1859.163.1	\$23,843	\$27,610
Charter School Two-stop Elevator	1859.163.5	\$107,050	\$123,964
Charter School Each Additional Stop	1859.163.5	\$19,269	\$22,314

ATTACHMENT B

NEW SCHOOL ADJUSTMENTS (REGULATION SECTION 1859.83)

State Allocation Board Meeting, February 23, 2022

Classrooms in Project	Elementary School Adjusted Grant Effective 1-1-21	Elementary School Adjusted Grant Effective 1-1-22	Middle School Adjusted Grant Effective 1-1-21	Middle School Adjusted Grant Effective 1-1-22	High School Adjusted Grant Effective 1-1-21	High School Adjusted Grant Effective 1-1-22	Alternative Education New School Effective 1-1-21	Alternative Education New School Effective 1-1-22
1	\$342,561	\$396,686	\$1,443,039	\$1,671,039	\$3,138,719	\$3,634,637	\$930,697	\$1,077,747
2	\$807,160	\$934,691	\$1,618,603	\$1,874,342	\$3,265,038	\$3,780,914	\$1,129,167	\$1,307,575
3	\$1,211,811	\$1,403,277	\$1,798,448	\$2,082,603	\$4,035,802	\$4,673,459	\$1,973,925	\$2,285,805
4	\$1,535,104	\$1,777,650	\$1,995,420	\$2,310,696	\$4,720,926	\$5,466,832	\$2,220,761	\$2,571,641
5	\$1,802,730	\$2,087,561	\$2,200,958	\$2,548,709	\$5,198,369	\$6,019,711	\$2,467,598	\$2,857,478
6	\$2,185,968	\$2,531,351	\$2,408,636	\$2,789,200	\$5,675,815	\$6,572,594	\$2,714,434	\$3,143,315
7	\$2,573,493	\$2,980,105	\$2,616,313	\$3,029,690	\$6,153,260	\$7,125,475	\$2,961,272	\$3,429,153
8	\$2,871,094	\$3,324,727	\$2,843,261	\$3,292,496	\$6,521,513	\$7,551,912	\$3,220,442	\$3,729,272
9	\$2,871,094	\$3,324,727	\$3,083,053	\$3,570,175	\$6,816,973	\$7,894,055	\$3,488,089	\$4,039,207
10	\$3,376,370	\$3,909,836	\$3,324,987	\$3,850,335	\$7,110,290	\$8,233,716	\$3,755,736	\$4,349,142
11	\$3,376,370	\$3,909,836	\$3,566,921	\$4,130,495	\$7,405,751	\$8,575,860	\$4,794,340	\$5,551,846
12	\$3,554,075	\$4,115,619			\$7,675,517	\$8,888,249	\$5,061,988	\$5,861,782
13					\$7,941,003	\$9,195,681	\$5,329,635	\$6,171,717
14					\$8,206,488	\$9,503,113	\$5,597,282	\$6,481,653
15					\$8,474,114	\$9,813,024	\$5,864,931	\$6,791,590
16					\$8,739,599	\$10,120,456	\$6,132,577	\$7,101,524
17					\$9,007,225	\$10,430,367	\$6,400,225	\$7,411,461
18					\$9,272,711	\$10,737,799	\$6,667,872	\$7,721,396
19					\$9,538,196	\$11,045,231	\$6,935,520	\$8,031,332
20					\$9,805,822	\$11,355,142	\$7,203,168	\$8,341,269
21					\$10,071,306	\$11,662,572	\$7,471,009	\$8,651,428
22					\$10,336,791	\$11,970,004	\$7,738,656	\$8,961,364
23							\$8,006,305	\$9,271,301
24							\$8,273,951	\$9,581,235
25							\$8,541,599	\$9,891,172
26							\$8,809,248	\$10,201,109
27							\$9,076,894	\$10,511,043

ISSUE:

Presented to the Board is Resolution #R33-2122 in the Matter of Calling a Governing Board Member Election on November 8, 2022. The purpose of the election is to choose members of the board of trustees for the following seats: Area 2, Area 3 & Area 5.

ACTION:

Approve or deny Resolution #R33-2122 in the Matter of Calling a Governing Board Member Election on November 8, 2022.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____	Second _____	Vote _____
Thomsen: _____	Nagle: _____	Lunde: _____
	Serpa: _____	Jackson: _____



Kingsburg Joint Union High School District

1900 18th Ave Kingsburg, CA 93631 (559) 897-7721 FAX (559) 419-6404

Don Shoemaker – Superintendent

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

COPY

BEFORE THE GOVERNING BOARD OF
KINGSBURG JOINT UNION SCHOOL DISTRICT
FRESNO, KINGS AND TULARE COUNTY(IES)

RESOLUTION #R33-2122

In the Matter of Calling a)
Governing Board Member)
Election)
_____)

**RESOLUTION, ORDER OF ELECTION, AND
SPECIFICATIONS OF THE ELECTION ORDER
(Education Code § 5322)**

WHEREAS, Section 5322 of the California Education Code requires a resolution known as the “specifications of the election order” to be submitted to the County Superintendent of Schools and the officer conducting the election not less than 123 days prior to the date set for the election.

NOW, THEREFORE, IT IS RESOLVED that this *Resolution, Order of Election, and Specifications of the Election Order* be submitted to the Fresno County Superintendent of Schools and to the County Elections Office not later than 123 days prior to Tuesday, November 8, 2022, the date of the election.

Pursuant to the authority of Section 5340 of the Education Code, the governing board member election will be held and conducted within the territorial jurisdiction of the above-named school district, consolidated with other elections on the same day and within the same territory, for the purpose of electing qualified person(s) to fill the office(s) of board member(s)

whose term(s) will expire on the second Friday in December of 2022. Accordingly, the district's board member election shall have the same precincts, polling places, voting booths, and polling hours as that for any other election consolidated therewith.

The governing board hereof hereby orders and consents to a consolidated election pursuant to and in accordance with Elections Code section 10400, et seq., and Education Code sections 5323, 5340, and 5342.

The election shall be held on Tuesday, November 8, 2022. The electorate in the above-named school district votes by trustee area. The purpose of the election is to choose members of the board of trustees for the following seats:

<u>Trustee Area</u>	<u>Term Period</u>	<u>Short Term</u>	<u>Name of Incumbent</u>	<u>County(ies)</u>
Area 2	2022-2026	NO	Brent Lunde	Kings County Tulare County
Area 3	2022-2026	NO	Mike Serpa	Kings County Tulare County
Area 5	2022-2026	NO	Steve Nagle	Tulare County

The above-named school district falls within the following counties: Fresno, Kings and Tulare counties.

The above-named school district has determined that each candidate will pay for any candidate statement. Any candidate statement will be limited to 200 words. As a condition of having a candidate statement published, the candidate shall pay the amount established by the County Clerk/Registrar of Voters. The school district designates Enterprise Recorder as its newspaper of general circulation.

The above-named school district will reimburse the county for the actual cost incurred by the county elections official in conducting the general school district election upon receipt of a bill stating the amount due as determined by the elections official.

The governing board hereby authorizes the district's Superintendent or Superintendent's designee to review, verify, and certify any district and trustee area maps of the above-named school district presented to the district for certification by the County Superintendent of Schools or the County Clerk/Registrar of Voters.

The foregoing *Resolution, Order for Election, and Specifications of the Election Order* was adopted by the governing board hereof at a duly called meeting of said board held on the 16th day of May, 2022 by the following vote, to-wit:

NAME OF BOARD MEMBERS

Johnie Thomsen	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Steve Nagle	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Brent Lunde	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Mike Serpa	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent
Rick Jackson	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent

AYES:

NOES:

ABSENT:

Dated: May 16th, 2022

President the Board (Signature)

Mr. Rick Jackson
(Printed Name)

CERTIFICATION

STATE OF CALIFORNIA)
)
COUNTY OF FRESNO)

I, the undersigned, hereby certify that the above is a true and correct copy of a resolution of the governing board of the Kingsburg Joint Union High School District, adopted on the 16th day of May, 2022, at a duly called meeting of the governing board.

Dated: May 16, 2022

Secretary of the Board (Signature)

Mr. Don Shoemaker
(Printed Name)

ISSUE:

Presented to the Board is Resolution #R34-2122 Providing for the Issuance and Sale of 2022 General Obligation Refunding Bonds in an Aggregated Principal Amount not to Exceed \$13,500,000 to Refund Outstanding General Obligation Bonds and Approving Related Documents and Actions.

Background: The District previously issued its General Obligation Bonds Election of 2014, Series A and General Obligation Bonds Election of 2014, Series B (the "Prior Bonds"), pursuant to its Measure K bond authorization. There is currently an opportunity to refund or refinance the Prior Bonds to generate taxpayer savings.

The Resolution presented approves the refunding of a portion of the Prior Bonds. To comply with federal tax laws, the bonds will initially be issued on a taxable basis and will be able to convert to a tax-exempt rate at the respective call date of the Prior Bonds.

Documents approved as to form in the Resolution, with final changes to be authorized by District officials, are the Bond Purchase Agreement, Paying Agent Agreement and Escrow Agreement. The Resolution authorizes staff to execute all related documents and to proceed with the refinancing plan.

ACTION:

Approve or deny Resolution #R34-2122 Providing for the Issuance and Sale of 2022 General Obligation Refunding Bonds in an Aggregated Principal Amount not to Exceed \$13,500,000 to Refund Outstanding General Obligation Bonds and Approving Related Documents and Actions.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____



Kingsburg Joint Union High School District

1900 18th Ave Kingsburg, CA 93631 (559) 897-7721 FAX (559) 419-6404

Don Shoemaker – Superintendent

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

BOARD OF TRUSTEES KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

COPY

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF 2022 GENERAL OBLIGATION REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$13,500,000 TO REFUND OUTSTANDING GENERAL OBLIGATION BONDS AND APPROVING RELATED DOCUMENTS AND ACTIONS

RESOLUTION NO. R34-2122

WHEREAS, at an election held in the Kingsburg Joint Union High School District (the “District”) on June 3, 2014, District voters authorized the issuance of up to \$13,000,000 principal amount of general obligation bonds for the purpose of providing a local funding source for capital improvements to school facilities (the “2014 Authorization”); and

WHEREAS, on October 14, 2014, pursuant to the 2014 Authorization, the District caused the issuance of its \$5,000,000 aggregate principal amount of Kingsburg Joint Union High School District General Obligation Bonds Election of 2014, Series A (the “Series A Bonds”); and

WHEREAS, on January 26, 2017, pursuant to the 2014 Authorization, the District caused the issuance of its \$8,000,000 aggregate principal amount of Kingsburg Joint Union High School District General Obligation Bonds Election of 2014, Series B (the “Series B Bonds” and, together with the Series A Bonds, the “Prior Bonds”); and

WHEREAS, the Series A Bonds maturing on and after August 1, 2025, are subject to optional redemption in advance of maturity, on August 1, 2024; and

WHEREAS, the Series B Bonds maturing on and after August 1, 2027, are subject to optional redemption in advance of maturity, on August 1, 2026; and

WHEREAS, the Board of Trustees of the District (the “Board”) is authorized to provide for the issuance and sale of the refunding bonds pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the “Bond Law”); and

WHEREAS, in order to realize savings for its taxpayers, the District has determined at this time to issue its Kingsburg Joint Union High School District 2022 General Obligation Refunding Bonds, in an aggregate principal amount not to exceed \$13,500,000 (the “Refunding Bonds”), in one or more series, to refund, on an advance basis, a portion of the outstanding Prior Bonds (such portion, the “Refunded Bonds”); and

WHEREAS, in order to comply with all applicable Federal tax law requirements, including specifically with respect to advance refundings, it is expected that the Refunding Bonds will be delivered on a Federally taxable basis, and will contain an option to convert, at a later date, to a Federally tax-exempt rate upon the satisfaction of certain conditions, including, but not limited to, the delivery of a tax certificate and an opinion of bond counsel regarding the tax status of such converted Refunding Bonds; and

WHEREAS, the Board wishes at this time to take its action approving the issuance and sale of the Refunding Bonds and documents and actions relating to the Refunding Bonds; and

WHEREAS, in accordance with Government Code Section 5852.1, the Board has obtained and disclosed the information set forth in Appendix A hereto;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves in this resolution (the "Resolution") as follows:

SECTION 1. *Recitals.* The foregoing recitals are true and correct, and the Board finds that the refinancing contemplated herein will result in taxpayer savings which are maximized by issuing the Refunding Bonds at a Federally taxable interest rate, with the option to convert, at a later date, to a Federally tax-exempt interest rate.

SECTION 2. *Authorization.*

(a) **General.** The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board hereby authorizes the issuance of the Refunding Bonds, in one or more series, on a Federally taxable basis, in an aggregate principal amount not to exceed \$13,500,000, subject to the terms of the Bond Law and this Resolution, for the purpose of providing funds to refinance the Refunded Bonds.

(b) **Savings.** As provided in Section 53552 of the Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds. Prior to the issuance of the Refunding Bonds, the District shall receive confirmation from its municipal advisor that the requirements of Section 53552 of the Bond Law have been satisfied.

SECTION 3. *Approval of Paying Agent Agreement.* The Board hereby authorizes the issuance of the Refunding Bonds pursuant to the terms hereof, the Bond Law, and one or more paying agent agreements, by and between the District and The Bank of New York Mellon Trust Company, N.A., as paying agent for the Refunding Bonds (the "Paying Agent"), in substantially the form on file with the Clerk of the Board (each, a "Paying Agent Agreement"), which is incorporated herein and hereby approved. The President of the Board, the Secretary to the Board, the Clerk of the Board, the Superintendent of the District, and the Chief Business Official of the District (each, an "Authorized Officer") are hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Paying Agent Agreements in substantially said form, with said additions thereto (including the insertion of the purchaser, maturity dates, principal amounts and interest rates of the Refunding Bonds) and changes therein as the Authorized Officer may approve, such approval to be conclusively evidenced by the execution and delivery thereof by an Authorized Officer. The Board hereby authorizes the

issuance of the Refunding Bonds pursuant to the terms of each Paying Agent Agreement, and the performance by the District of its obligations under the Paying Agent Agreements.

SECTION 4. Sale of Refunding Bonds. The Board hereby authorizes the Refunding Bonds to be privately placed on a negotiated basis pursuant to the terms of one or more bond purchase agreements, in substantially the form on file with the Clerk of the Board (each, a "Bond Purchase Agreement"), together with any changes therein or additions approved by an Authorized Officer. An Authorized Officer is hereby authorized and directed to execute each Bond Purchase Agreement on behalf of the District; provided that the aggregate principal amount of the Refunding Bonds does not exceed \$13,500,000, the final maturity date of the Refunding Bonds does not exceed the final maturity date of the Refunded Bonds, the annual interest rate of the Refunding Bonds shall be at a fixed rate and shall not exceed 6.0% per annum, and the savings requirement identified in Section 2(b) hereof shall have been satisfied.

SECTION 5. Approval of Escrow Agreement. The Refunded Bonds shall be refunded in accordance with the provisions of one or more escrow agreements between the District and The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Agreement"). The Board hereby approves each Escrow Agreement in substantially the form on file with the Clerk of the Board, together with any changes therein or modifications thereof which are approved by an Authorized Officer, and the execution thereof by an Authorized Officer will be conclusive evidence of the approval of any such changes or modifications. An Authorized Officer is directed to authenticate and execute the final form of each Escrow Agreement on behalf of the District, and to deliver the executed Escrow Agreements on the date of delivery of the Refunding Bonds.

SECTION 6. Approval of Official Actions to Close Transaction. The Authorized Officers are each alone authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds, or the conversion of the Refunding Bonds from a Federally taxable rate to a Federally tax-exempt rate. Each Authorized Officer is authorized to enter into a contract for professional services with Jones Hall, A Professional Law Corporation, as bond counsel, Isom Advisors, A Division of Urban Futures, Inc., as municipal advisor, The Bank of New York Mellon Trust Company, N.A., as paying agent, and D.A. Davidson & Co, Inc., as placement agent. Any such action previously taken by an Authorized Officer is hereby ratified. 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 in the case such officer shall be absent or unavailable.

SECTION 7. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this 16th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

**President of the Board of Trustees
Kingsburg Joint Union High School District**

ATTEST:

**Secretary to the Board of Trustees
Kingsburg Joint Union High School District**

APPENDIX A

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

1. True Interest Cost of the Refunding Bonds (Estimated All-In): 3.15%
2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties (Costs of Issuance plus estimated underwriter's compensation) (Estimated): \$280,000
3. Proceeds of the Refunding Bonds expected to be received by District for deposit in the Escrow Fund to be held by the Escrow Agent to redeem the Refunded Bonds (Estimated): \$12,800,000
4. Total Payment Amount for the Refunding Bonds, being the sum of (a) debt service to be paid on the bonds to final maturity, plus (b) any financing costs not paid from proceeds of the Refunding Bonds (Estimated): \$18,500,000

**Information based on estimates made in good faith by the District's financial advisor, including certain assumptions regarding rates available in the bond market at the time of pricing the bonds.*

\$ _____
KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
2022 GENERAL OBLIGATION REFUNDING BONDS
(FEDERALLY TAXABLE)

BOND PURCHASE AGREEMENT

June __, 2022

Kingsburg Joint Union High School District
1900 18th Avenue
Kingsburg, CA 93631

Ladies and Gentlemen:

The undersigned, First Foundation Public Finance, a Delaware statutory trust and wholly owned subsidiary of First Foundation Bank (the "Purchaser"), does hereby offer to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Kingsburg Joint Union High School District, a school district organized and existing under the laws of the State of California (the "District"), which, upon your acceptance hereof, will be binding upon the District and the Purchaser. This offer is made subject to acceptance by the District prior to 11:59 p.m., California time, on the date hereof.

Section 1. Purchase and Sale of the Bonds. Upon the terms and conditions and upon the basis of the representations, warranties and covenants herein set forth, the District hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the District, all (but not less than all) of the \$ _____ aggregate principal amount of the District's 2022 General Obligation Refunding Bonds (the "Bonds"), at a purchase price of \$ _____ (representing the principal amount of the Bonds).

Section 2. Role of the Purchaser. The District represents, warrants and covenants that: (i) the transaction contemplated herein and in the Paying Agent Agreement is an arm's length commercial transaction between the District and the Purchaser and its affiliates, (ii) in connection with such transaction, the Purchaser and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the District, (iii) the Purchaser and its affiliates are relying on the bank exemption in the Municipal Advisor Rules, (iv) the Purchaser and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the District with respect to the transaction contemplated hereby or by the Paying Agent Agreement and the discussions, undertakings and procedures leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has provided other services or advised, or is currently providing other services or advising the District on other matters), (v) the Purchaser and its affiliates have financial and other interests that differ from those of the District, and (vi) the District has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

Section 3. The Bonds. The Bonds shall (a) be dated the date of their delivery (the "Closing Date"), (b) mature on the date(s), in the year(s), and accrue interest computed at the rate(s) as set forth in Exhibit A hereto, initially being the Taxable Rate (defined herein), which rate is subject to conversion, but only upon satisfaction of certain conditions precedent identified in Exhibit A hereto, to the Tax-Exempt Rate on the Tax-Exempt Conversion Date (as such terms are defined herein) and (c) be subject to redemption as set forth in Exhibit A hereto, which is incorporated herein by reference.

The Bonds are authorized pursuant to the provisions of the Resolution of the Board of Trustees of the District adopted on May 16, 2022 (the "Resolution"); and Articles 9 and 11 of Chapter 3 of Part I of Division 2 of Title 5 of the California Government Code and other applicable law (collectively, the "Act").

The Bonds shall be executed and delivered under and in accordance with the provisions of the Paying Agent Agreement, dated as of July 1, 2022 (the "Paying Agent Agreement"), by and between the District and The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent") and are authenticated by the Paying Agent under the Paying Agent Agreement. All capitalized terms used herein without definition shall have the meanings given to them in the Paying Agent Agreement.

The net proceeds of the Bonds will be deposited into a fund established under an escrow agreement (the "Escrow Agreement"), between the District and The Bank of New York Mellon Trust Company, N.A. (the "Escrow Agent") in order to refund, on an advance basis, certain maturities of the outstanding Kingsburg Joint Union High School District General Obligation Bonds, 2014 Election, Series ___ (the "Refunded Bonds").

Section 4. Provision of District Information. The District has provided certain information to the Purchaser in connection with the Purchaser's consideration of owning the Bonds.

Section 5. Representations, Warranties and Covenants of the District. The District represents, warrants and covenants to the Purchaser that:

(a) Organization. The District is, and will be on the Closing Date, a school district duly organized and validly existing pursuant to the Constitution and laws of the State of California, with the power to issue the Bonds pursuant to the Act, to adopt the Resolution and to enter into this Purchase Agreement.

(b) Enforceability of Documents. (i) At or prior to the Closing Date, the District will have taken all action required by it to authorize the issuance and delivery of the Bonds; (ii) the District has all necessary power and authority to execute and deliver this Purchase Agreement, the Escrow Agreement and the Paying Agent Agreement; to adopt the Resolution; to issue and to deliver the Bonds; to perform its obligations under each such document or instrument (collectively, the "District Documents"); and to carry out and effectuate the transactions contemplated by the District Documents; and (iii) when duly authenticated by the Paying Agent, the Bonds will constitute legally valid and binding obligations of the District, enforceable against the District in accordance with their terms except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought.

(c) Authorization. By official action of the District prior to or concurrently with the acceptance hereof, the District has duly authorized and approved the execution and delivery of the District Documents, the performance by the District of the obligations on its part contained therein and the consummation by the District of all other transactions contemplated by the Resolution and this Purchase Agreement.

(d) No Conflicts. The issuance of the Bonds, the adoption of the Resolution, the execution and delivery of the other District Documents, and compliance with the provisions on the District's part contained herein and therein will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the District under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument.

(e) Consents. Except as has already been obtained, there is no consent, approval, authorization, other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance, sale or validity of the Bonds or the consummation by the District of the other transactions contemplated by this Purchase Agreement in connection with the issuance of said Bonds.

(f) Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the best knowledge of the District, threatened against the District (i) affecting the existence of the District or the titles of its officers required to approve or sign documents necessary for the delivery of the Bonds, to their respective offices or seeking to prohibit, restrain or enjoin the issuance of the Bonds or the execution and delivery of the Paying Agent Agreement, the Escrow Agreement or this Purchase Agreement; (ii) affecting delivery of the Bonds; (iii) in any material way contesting or affecting the validity or enforceability of the Bonds or any other District Document, (iv) contesting the powers of the District or its authority to enter into, adopt or perform its obligations under any of the foregoing, including, but not limited to, the consummation of the transactions contemplated in this Purchase Agreement; (v) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of the *ad valorem* tax authorized to be levied to pay the principal of and interest on the Bonds, or the application thereof, or (vi) wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or any other District Document, or in which a final adverse decision could materially adversely affect the operations of the District and the exemption of the interest paid on the Bonds from California personal income taxation.

(g) No Violation of Debt Limitation. The District, has not been, is not presently and, as a result of the sale, issuance and delivery of the Bonds, will not be in violation of any debt limitation, appropriation limitation or any other provision of the California Constitution that would materially adversely affect the District's obligations under this Purchase Agreement.

(h) Security for the Bonds. The Bonds are general obligations of the District, and the District has the power to direct the County of Fresno (the "County") to levy ad

valorem taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Bonds and the interest thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code of the State of California.

(i) Tax Status. The District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from any applicable State tax of the interest on the Bonds and, following the Tax-Exempt Conversion Date, shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from any applicable Federal tax of the interest on the Bonds.

(j) No Other Debt. Between the date hereof and the Closing Date, without the prior written consent of the Purchaser, the District will not have issued any other bonds, notes or other obligations for borrowed money.

(k) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Purchaser shall be deemed a representation and warranty by the District to the Purchaser, but not by the person signing the same, as to the statements made therein.

(l) Sovereign Immunity. The District does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations under the Resolution or otherwise with respect to the Bonds. To the extent the District has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, the District hereby waives, to the extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to the Resolution or otherwise with respect to the Bonds.

(n) Levy of Taxes. The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes and payment of the Bonds. In particular, the District hereby agrees to provide to the Treasurer-Tax Collector for the County a copy of the Resolution, a copy of the full debt service schedule for the Bonds, in accordance with Education Code Sections 15250 et seq., Government Code Section 53559 and policies and procedures of the County.

(o) No Past Defaults; No Adverse Changes in Financial Condition. The District has not defaulted in the performance of its obligations in connection with its prior debt issuances, and there has been no material adverse change in the financial condition of the District since the fiscal year ending on June 30, 2021.

(p) OFAC Status. The District is not listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, and any successor thereto, the Secretary of the Treasury, or included in any Executive Orders, that prohibits or limits the Purchaser from making any advance or extension of credit to the District or from otherwise conducting business with the District.

Section 6. Representations, Warranties and Covenants of the Purchaser. The Purchaser represents to and agrees with the District that, as of the date hereof and as of the Closing Date:

(a) The Purchaser is a Delaware statutory trust and a wholly-owned subsidiary of First Foundation Bank, a banking corporation and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of purchasing the Bonds.

(b) No official statement or other offering document has been prepared with respect to the Bonds, and the Purchaser has conducted its own investigation into the merits and risks of the Bonds and has received, or been afforded access to, from the District or otherwise, all the information which it as a reasonable purchaser has requested of the District as a result of the Purchaser attaching significance thereto in making its decision with regard to the owning the Bonds.

(c) Any certificate signed by any officer of the Purchaser and delivered to the District shall be deemed a representation and warranty by the Purchaser to the District as to the statements made therein and the person signing the same shall do so in the person's official capacity and not in the person's individual capacity.

Section 7. Conditions to Closing. The Purchaser has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Purchaser's obligations under this Purchase Agreement are and shall be subject to the following further conditions as of the Closing Date:

(a) From the time of the execution and delivery of this Purchase Agreement to the Closing Date, there shall not have been any (i) material adverse change in the financial condition or general affairs of the District; (ii) event, court decision, proposed law or rule that may have the effect of changing the contemplated transactions; or (iii) international or national crisis, suspension of stock exchange trading or banking moratorium materially affecting, in the Purchaser's opinion, the value of the Bonds to the Purchaser.

(b) The Purchaser hereby enters into this Agreement in reliance upon its own due diligence and the representations and warranties of the District contained herein and the representations and warranties to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District and the Paying Agent of their respective obligations both on and as of the date hereof and as of the Closing Date. Accordingly, the obligations of the Purchaser under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be subject, at the option of the Purchaser, to the accuracy in all material respects of the representations and warranties of the District contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the District and the Paying Agent made in any certificate or document furnished pursuant to the provisions hereof, to the performance by the District and the Paying Agent of their respective obligations to be performed hereunder and under the District Documents, at or prior to the Closing Date, and also shall be subject to the following additional conditions:

(i) At the Closing Date, the District Documents shall have been duly authorized, executed and delivered by the respective parties thereto, all in substantially the forms heretofore submitted to the Purchaser, with only such changes as shall have been agreed to in writing by the Purchaser, and shall be in full force and effect, and the Resolution shall be in full force and effect;

(ii) On the Closing Date, all necessary action of the District relating to the execution and delivery of the Bonds will have been taken and will be in full force and effect and will not have been amended, modified or supplemented; and

(iii) At or prior to the Closing Date, the Purchaser shall have received the following documents, in each case satisfactory in form and substance to the Purchaser:

(A) Bond Opinion. The unqualified approving opinion of Bond Counsel, dated the Closing Date, addressed to the District, as to the validity of the Bonds and the tax status of the Bonds substantially in the form set forth in Exhibit B to this Purchase Agreement;

(B) Reliance Letter. A reliance letter from Bond Counsel permitting the Purchaser to rely upon the approving opinion referred to in subparagraph 7(b)(iii)(A), above;

(C) Defeasance Opinion. An opinion of Bond Counsel, dated the Closing Date and addressed to the District and the Purchaser, as to the defeasance of the Refunded Bonds;

(D) Certificate of the District. A certificate signed by a duly authorized official of the District to the effect that (A) this Purchase Agreement, the Bonds, the Escrow Agreement and the Paying Agent Agreement have been duly executed and delivered, (B) the representations, warranties and covenants of the District herein are true and correct in all material respects as of the Closing Date, (C) the District has complied with all the terms of the District Documents to be complied with by the District prior to or concurrently with the Closing Date and such documents are in full force and effect, and (D) (i) there is no legal or governmental proceeding or litigation pending or threatened wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Bonds; and (ii) the adoption, execution and delivery of the Bonds, and the compliance by the District with the provisions of the Bonds, this Purchase Agreement, the Paying Agent Agreement and the Escrow Agreement, would not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the District is subject or by which the District is or may be bound;

(E) Resolution. A certificate of an officer of the District, together with a fully executed copy of the Resolution, to the effect that such copy is a true and correct copy of the Resolution and that the Resolution is duly adopted and has not been modified, amended, rescinded or revoked except as provided herein, and is in full force and effect on the Closing Date;

(F) Purchase Agreement. An executed copy of this Purchase Agreement;

(G) Escrow Agreement. An executed copy of the Escrow Agreement.

(H) Paying Agent Certificate. A certificate of the Paying Agent relating to the execution of the Paying Agent Agreement;

(I) Paying Agent Agreement. An executed copy of the Paying Agent Agreement;

(J) Escrow Agent Certificate. A certificate of the Escrow Agent relating to the execution of the Escrow Agreement;

(K) Letter of Representations. An executed copy of the Letter of Representations substantially in the form attached to the Paying Agent Agreement as Appendix B, duly executed by the Purchaser;

(L) Wire Transfer Request. A copy of the wire transfer request form provided by the Purchaser and executed by the District; and

(M) Additional Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Purchaser may reasonably request to evidence (i) compliance by the District and the Paying Agent with legal requirements, (ii) the truth and accuracy, as of the Closing Date, of the representations of the District herein contained, and (iii) the due performance or satisfaction by the District at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the District.

Section 8. Additional Closing Conditions for the District. The District has entered into this Purchase Agreement in reliance upon the representations and warranties of the Purchaser contained herein and the performance by the Purchaser of its obligations hereunder, both as of the date hereof and as of the Closing Date. The obligations of the District hereunder are and shall be subject to the receipt of the Purchaser, in form satisfactory to the District and signed by an authorized officer of the Purchaser, confirming delivery of the Bonds to the Purchaser and the satisfaction of all conditions and terms of this Purchase Agreement by the District and confirming to the District that as of the Closing Date all of the representations of the Purchaser contained in this Purchase Agreement are true and correct in all material respects.

Section 9. Termination. All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if they are in form and substance satisfactory to the Purchaser. Receipt of, and payment for, the Bonds shall constitute evidence of the satisfactory nature of such as to the Purchaser. The performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Purchaser may be waived by the Purchaser in the Purchaser's sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Purchaser to purchase, accept delivery of and pay for the Bonds contained in this Agreement, or if the obligations of the Purchaser to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate, and neither of the Purchaser nor the District shall be under further obligation hereunder; provided, however, that the respective obligations of the District and the Purchaser set forth in Section 10 hereof shall continue in full force and effect.

Section 10. Expenses. The fees and disbursements of Bond Counsel, the fees and disbursements of the financial advisor to the District, the cost of preparing the Bonds, fees of the California Debt and Investment Advisory Commission, the fees of the Paying Agent for the Bonds, fees of counsel to the Purchaser, and the Escrow Agent and other miscellaneous expenses of the District incurred in connection with the offering and delivery of the Bonds shall all be the obligation of the District. The Purchaser shall have no responsibility for any expenses associated with the issuance of the Bonds, including, but not limited to, the expenses identified above as the obligation of the District.

Section 11. Applicable Law. This Purchase Agreement shall be governed by the laws of the State of California, exclusive of the choice of law provisions thereof.

Section 12. Waiver of Jury Trial. (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE DISTRICT AND THE PURCHASER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS PURCHASE CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE DISTRICT FURTHER AGREES THAT, IN THE EVENT OF LITIGATION, IT WILL NOT PERSONALLY OR THROUGH ITS AGENTS OR ATTORNEYS SEEK TO REPUDIATE THE VALIDITY OF THIS SECTION 12, AND IT ACKNOWLEDGES THAT IT FREELY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT TO WAIVE TRIAL BY JURY IN ORDER TO INDUCE THE PURCHASER TO ENTER INTO THIS PURCHASE CONTRACT.

(b) To the extent the foregoing waiver of a jury trial is unenforceable under applicable California law, the parties agree to refer, for a complete and final adjudication, any and all issues of fact or law involved in any litigation or proceeding (including all discovery and law and motion matters, pretrial motions, trial matter and post-trial motions up to and including final judgment), brought to resolve any dispute (whether based on contract, tort or otherwise) between the parties hereto arising out of, in connection with or otherwise related or incidental to this Purchase Contract to a judicial referee who shall be appointed under a general reference pursuant to California Code of Civil Procedure Section 638, which referee's decision will stand as the decision of the court. Such judgment will be entered on the referee's statement of judgment in the same manner as if the action had been tried by the court. The parties shall select a single neutral referee, who shall be a retired state or federal judge with at least five years of judicial experience in civil matters; provided that the event the parties cannot agree upon a referee, the referee will be appointed by the court. The referee's fees shall be borne by the party who does not prevail, as determined by the referee.

Section 13. Parties in Interest; Survival of Representations and Warranties. This Purchase Agreement is made solely for the benefit of the District and the Purchaser (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Purchaser and shall survive the delivery of and payment for the Bonds.

This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

FIRST FOUNDATION PUBLIC FINANCE,
as Purchaser

By: _____
Authorized Representative

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

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

By: _____
Superintendent

EXHIBIT A

\$ _____
KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
2022 GENERAL OBLIGATION REFUNDING BONDS
(FEDERALLY TAXABLE)

- a. Purchase Price: \$ _____.
- b. Principal Amount: \$ _____.
- c. Denominations: Full principal amount thereof.

d. Form: The Bonds shall be delivered as a single term bond in fully registered form, without coupons, dated as of the date of issuance thereof, and shall be registered in the name of First Foundation Public Finance, all as provided in the Paying Agent Agreement. The Bonds shall be available, if so requested by the Purchaser, at such place as the Purchaser and the District agree upon, for examination by the Purchaser at least 24 hours prior to the Closing Date and on the Closing Date shall be delivered to the Purchaser.

e. Maturity Schedule: The Bonds shall mature on August 1, 20__ and bear interest (calculated on the basis of a 360-day comprised of twelve 30-day months) each February 1 and August 1 (each, an "Interest Payment Date") with mandatory sinking fund redemption as follows:

<u>Sinking Fund Redemption Date</u>	<u>Amount to be Redeemed</u>	<u>Sinking Fund Redemption Date</u>	<u>Amount to be Redeemed</u>
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f. Interest Rate; Conversion Option: The Bonds shall mature on August 1, 20__, and initially bear interest (calculated on the basis of a 360-day comprised of twelve 30-day months) at a rate of ___% per annum (the "Taxable Rate"), with mandatory sinking fund redemption pursuant to (h) below.

The interest rate payable with respect to the Bonds shall convert to ___% (the "Tax-Exempt Rate"), on any date on and after May 3, 20__ (the "Tax-Exempt Conversion Date"), upon the satisfaction of the following conditions precedent to such conversion:

(i) The election by the District to convert the interest rate with respect to the Bonds to the Tax-Exempt Rate;

(ii) If the Purchaser elects to change the redemption terms of the Bonds, the Purchaser shall select one of the two redemption term options listed below upon conversion:

OPTION A: The Bonds are subject to redemption, at the option of the District on any date, in whole or in part, from any available source of funds, commencing on August 1, 2028, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium.

OPTION B: The Bonds are subject to redemption, at the option of the District, as a whole, from any available source of funds, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, plus a premium, as set forth in the following table:

Redemption Period

Call Price

If the Purchaser does not make an election regarding the redemption terms of the Bonds, the Bonds shall remain subject to the redemption terms identified in (g) below.

(iii) Appropriate amendments or supplements to the Paying Agent Agreement, if required, subject to the requirements of Section 8.01 thereof;

(iv) Delivery of an arbitrage certificate executed by the District with respect to certain tax matters relating to the Bonds after interest with respect thereto is converted to the Tax-Exempt Rate;

(v) The filing of an IRS Form 8038-G, executed by the District; and

(vi) Issuance of an opinion of Bond Counsel to the effect that the conditions precedent set forth above to the conversion of interest with respect to the Bonds to the Tax-Exempt Rate have been satisfied and that subject to the District's compliance with certain covenants, interest with respect to the Bonds is excludable from gross income of

the owners thereof for federal income tax purposes, is not included as an item of tax preference in computing the alternative minimum tax under the Code.

g. Optional Redemption: The Bonds are subject to redemption, at the option of the District on any date, in whole or in part, from any available source of funds, commencing on August 1, 2028, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium.

On and after the Tax-Exempt Conversion Date, the Bonds will be subject to optional redemption prior to maturity as selected by the Purchaser in connection with the conversion of interest on the Bonds to the Tax-Exempt Rate pursuant to (f) above.

h. Mandatory Sinking Fund Redemption: The Bonds are subject to mandatory sinking fund redemption on the dates and in the amounts, as set forth in (e) above, 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.

i. Closing Date: _____, 2022, or such other date mutually agreed to by the District and the Purchaser.

j. Delivery: Payment shall be made by wire transfer to the Paying Agent of the Purchase Price on the Closing Date. Delivery of the Bonds shall be made to the Purchaser on the Closing Date and delivery of the other documents shall be made at the offices of Jones Hall, A Professional Law Corporation, 475 Sansome Street, Suite 1700, San Francisco, California 94111, or such other place as shall have been mutually agreed upon by the District and the Purchaser.

EXHIBIT B

FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF JONES HALL]

_____, 2022

Kingsburg Joint Union High School District
1900 18th Avenue
Kingsburg, CA 93631

OPINION: \$_____ Kingsburg Joint Union High School District
2022 General Obligation Refunding Bonds (Federally Taxable)

Members of the Board of Trustees:

We have acted as bond counsel to the Kingsburg Joint Union High School District (the "District") in connection with the issuance by the District of its Kingsburg Joint Union High School District 2022 General Obligation Refunding Bonds (Federally Taxable) in the aggregate principal amount of \$_____ (the "Bonds"), pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, a resolution of the Board of Trustees of the District (the "Board") adopted on _____ (the "Resolution") and a Paying Agent Agreement, dated as of July 1, 2022, between the District and The Bank of New York Mellon Trust Company, N.A., as paying agent for the Bonds (the "Paying Agent Agreement"). We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Board contained in the Resolution and in the certified proceedings and certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The District is duly established and validly existing as a school district with the power to adopt the Resolution, to issue the Bonds and to perform its obligations under the Resolution and the Paying Agent Agreement.
2. The Resolution and Paying Agent Agreement have each been duly approved by the Board and constitute valid and binding obligations of the District enforceable against the District in accordance with their respective terms.

3. The Bonds have been duly authorized, executed and delivered by the District and are valid and binding general obligations of the District, and the Board of Supervisors of Fresno County is obligated under the laws of the State of California to cause to be levied a tax without limit as to rate or amount upon the taxable property in the District for the payment when due of the principal of and interest on the Bonds.

4. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

A Professional Law Corporation

PAYING AGENT AGREEMENT

Relating to the Issuance of

\$ _____
Kingsburg Joint Union High School District
2022 General Obligation Refunding Bonds, Series __
(Federally Taxable)

This PAYING AGENT AGREEMENT (this "Agreement"), dated as of July 1, 2022, is between the KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (the "District") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as paying agent (the "Paying Agent").

BACKGROUND:

1. At an election held in the Kingsburg Joint Union High School District (the "District") on June 3, 2014, District voters authorized the issuance of up to \$13,000,000 principal amount of general obligation bonds for the purpose of providing a local funding source for capital improvements to school facilities (the "2014 Authorization").

2. On [October 14, 2014/January 26, 2017], pursuant to the 2014 Authorization, the District caused the issuance of its [\$5,000,000/\$8,000,000] aggregate principal amount of Kingsburg Joint Union High School District General Obligation Bonds Election of 2014, Series [A/B] (the "Prior Bonds").

3. The Prior Bonds maturing on and after August 1, [2025/2027], are subject to optional redemption in advance of maturity, on August 1, [2024/2026].

4. The Board of Trustees of the District (the "Board") is authorized to provide for the issuance and sale of refunding bonds pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law").

5. In order to realize savings for taxpayers in the District, the District is issuing its Kingsburg Joint Union High School District 2022 General Obligation Refunding Bonds, Series __ in an aggregate principal amount of \$ _____ (the "Refunding Bonds"), to refund, on an advance basis, certain maturities of the outstanding Prior Bonds (such portion, the "Refunded Bonds").

6. The Refunding Bonds bears interest at the rate per annum as set forth in Section 2.02 hereof and as identified on Appendix B hereto, initially being the Taxable Rate (defined herein), which rate is subject to conversion, but only upon satisfaction of certain conditions precedent identified in Section 2.02 hereof, to the Tax-Exempt Rate on the Tax-Exempt Conversion Date (as such terms are defined herein).

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the District and the Paying Agent formally covenant, agree and bind themselves 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 Agreement, have the meanings given them below, unless the context clearly requires some other meaning.

“Agreement” means this Paying Agent Agreement, as originally entered into and including all amendments hereto and supplements hereof which are duly executed and delivered from time to time in accordance herewith.

“Authorizing Resolution” means Resolution _____, adopted by the Board on May 16, 2022, authorizing the issuance of the Bonds.

“Board” means the Board of Trustees of the District.

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

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

“Bonds” means the Kingsburg Joint Union High School District 2022 General Obligation Refunding Bonds, Series __, at any time Outstanding under this Agreement.

“Business Day” means a day of the year, other than a Saturday or Sunday, on which banks or trust company are not closed in New York, New York, or the city in which the Principal Office of the Paying Agent is located.

“Closing Date” means _____, 2022, being the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser.

“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 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, counsel to the Original Purchaser, and any other cost, charge or fee in connection with the original issuance and sale of the Bonds.

"Costs of Issuance Account" means the account of that name established and held by the Paying Agent, as provided in Section 3.03.

"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 Treasurer of Fresno County, or any authorized deputy thereof.

"Debt Service Fund" means the fund established by the District and held by the County Treasurer under Section 4.03.

"Determination of Taxability" means, after the Tax-Exempt Conversion date, and shall be deemed to have occurred on the first to occur of the following:

- (i) on the date when the District files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have occurred;
- (ii) on the date when the Assignee notifies the District that it has received a written opinion from Bond Counsel to the effect that an Event of Taxability has occurred, which notice shall be accompanied by a copy of such opinion of Bond Counsel, unless, within 180 days after receipt by the District of such notification and copy of such opinion from the Assignee, the District shall deliver to the Assignee a ruling or determination letter issued to or on behalf of the District by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;
- (iii) on the date when the District is advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon any review or audit or upon any other ground whatsoever, an Event of Taxability has occurred; or
- (iv) on the date when the District receives notice from the Assignee that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed the interest on the Refunding Bonds as includable in the gross income of the Assignee due to the occurrence of an Event of Taxability, provided that the Assignee has provided a copy of document(s) received from the Internal Revenue Service to the District; *provided, however,* that no Determination of Taxability shall occur under subparagraph (iii) or subparagraph (iv) above unless the District has been afforded the

opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon demand from the Assignee following an event listed in subparagraphs (i), (ii), (iii) or (iv), the District shall reimburse the Assignee for any payments, including any taxes, interest, penalties or other charges, Assignee shall be obligated to make to the Internal Revenue Service as a result of the Determination of Taxability.

“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.

“District Representative” means the President of the Board, the Secretary to the Board, the Clerk of the Board, the Superintendent of the District, and the Chief Business Official of the District, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Agreement and the Bonds.

“Education Code” means the Education Code of the State of California as in effect on the date of adoption hereof and as amended thereafter.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., acting as escrow agent for the Prior Bonds.

“Escrow Agreement” means the escrow agreement, dated the Closing Date, between the District and the Escrow Agent.

“Escrow Fund” means the Escrow Fund established pursuant to the Escrow Agreement.

“Event of Taxability” means, after the Tax-Exempt Conversion date, any action, inaction or event that has the effect of causing interest paid or payable on the Refunding Bonds to be includable, in whole or in part, in the gross income of the holder of the Refunding Bonds for federal income tax purposes.

“Fair Market Value” means the price at which a willing buyer would purchase the 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 Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the 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 Code, (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, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest if the return paid by the fund is without regard to the source of investment.

"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.

"Fiscal Year" means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve-month period selected and designated by the District as its official fiscal year period pursuant to written notice filed with the Paying Agent and the Owner.

"Interest Payment Date" means _____, 20__, and the first day of each succeeding February and August while the Bonds are Outstanding.

"Original Purchaser" means First Foundation Public Finance, a Delaware statutory trust and wholly owned subsidiary of First Foundation Bank, its successors and assigns, as original purchaser of the Bonds on the Closing Date.

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

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

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Principal Office" means the office or offices of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Record Date" means the 15th calendar 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 transfer of the Bonds under Section 2.08.

"Securities Act" means the Securities Act of 1933, as amended, and the rules, regulations and published interpretations of the Securities and Exchange Commission promulgated thereunder from time to time.

"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.

“Taxable Rate” means ___% per annum based on a 30-day month and a 360-day year for calculating interest.

“Tax-Exempt Rate” means ___% per annum based on a 30-day month and a 360-day year for calculating interest.

“Tax-Exempt Conversion Date” means any date on or after May 3, 2026.

“Written Request of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

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 do 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 Agreement; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Agreement; Findings.* This Agreement 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 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 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

TERMS OF BONDS

SECTION 2.01. *Authorization.* The Board has previously authorized the issuance of the Bonds under the Authorizing Resolution. The Bonds shall be issued in the aggregate principal amount of \$_____ under the provisions of the Bond Law and this Agreement for the purpose of refunding, on an advance basis, the Refunded Bonds. The Authorizing Resolution and this Agreement constitute a continuing agreement between the District and the Owners of all of the Outstanding Bonds to secure the full and final payment of principal of and interest on the Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds are designated the "Kingsburg Joint Union High School District 2022 General Obligation Refunding Bonds, Series ___."

SECTION 2.02. *Terms of Bonds.*

(a) Form; Numbering. The Bonds shall be issued as a fully registered Bond, in the full principal amount thereof. The Bonds shall be lettered and numbered as the Paying Agent may prescribe. The Bonds shall be initially delivered as a single registered bond in the name of the Original Purchaser. The Bonds shall not be assigned CUSIP numbers, be issued pursuant to any type of offering document or official statement and shall not receive a rating from any rating agency.

(b) Date of Bonds. The Bonds shall be dated as of the Closing Date.

(c) Maturities: Interest. The Bonds shall mature on August 1, 20___, and shall bear interest (calculated on the basis of a 360-day comprised of twelve 30-day months) at the rate of _____% per annum.

(d) Conversion to Tax-Exempt Rate. The interest rate payable with respect to the Bonds shall convert to the Tax-Exempt Rate, _____%, on any date on and after the Tax-Exempt Conversion Date, upon the happening and the satisfaction of the following conditions precedent to such conversion:

(i) District Election to Convert. The election in writing provided to the Original Purchaser by the District to convert the interest rate payable with respect to the Bonds to the Tax-Exempt Rate;

(ii) Original Purchaser Right to Change Redemption Terms. If the District elects to convert, the Original Purchaser has the right to elect to change the redemption terms as of the Tax-Exemption Conversion Date from the terms identified in Section 2.03 hereof. If the Original Purchaser elects in writing to change the redemption terms of the Bonds, the Original Purchaser shall select one of the two redemption term options listed below upon conversion:

OPTION A: The Bonds are subject to redemption, at the option of the District on any date, in whole or in part, from any available source of funds, commencing on August 1, 2028, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium.

OPTION B: The Bonds are subject to redemption, at the option of the District, as a whole, from any available source of funds, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, plus a premium, as set forth in the following table:

Redemption Period

Call Price

If the Original Purchaser does not make an election regarding the redemption terms of the Bonds, the Bonds shall remain subject to the redemption terms identified in Section 2.03 hereof.

- (iii) Necessary Document Amendments. The parties hereto execute and deliver appropriate amendments or supplements to this Paying Agent Agreement, if required, subject to the requirements of Section 8.01 hereof relating to amendments hereto;
- (iv) Tax Certificate. Delivery of an arbitrage certificate executed by the District with respect to certain tax matters relating to the interest components of the Bonds after interest with respect thereto is converted to the Tax-Exempt Rate;
- (v) IRS Form 8038G. The filing of an IRS Form 8038-G, executed by the District; and
- (vi) Bond Counsel Opinion. Issuance of an opinion of Bond Counsel to the effect that the conditions precedent set forth above to the conversion of interest with respect to the Bonds to the Tax-Exempt Rate have been satisfied and that subject to the District's compliance with certain covenants, interest with respect to the Bonds is excludable from gross income of the owners thereof for federal income tax purposes, is not included as an item of tax preference in computing the alternative minimum tax under the Code. Said opinion shall address bank qualification only in the event the District is able to make the necessary designations.

From and after the Tax-Exempt Conversion Date (if any), if a Determination of Taxability has occurred, then from and after the Determination of Taxability, the interest component of the Bonds shall be calculated at the Taxable Rate

Each 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 preceding Record Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated on or before the first Record Date, in which event it will bear interest from the dated date of the Bonds; *provided, however*, that if at the time of authentication of a

Bond, interest is in default thereon, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(e) Payment. Interest on the Bonds (including the final interest payment upon maturity or redemption) is payable by check of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; provided that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Bonds shall be paid on the succeeding Interest Payment Date to such account as shall be specified in such written request. Principal of and premium (if any) on the Bonds are payable in lawful money of the United States of America upon presentation and surrender at the Principal Office of the Paying Agent.

Notwithstanding anything herein to the contrary, so long as the Bonds are owned by the Original Purchaser, (i) the Paying Agent shall pay principal of and interest and redemption premium on the Bonds when due by wire transfer in immediately available funds to the Original Purchaser in accordance with such wire transfer instructions as shall be filed by the Original Purchaser with the Paying Agent from time to time, (ii) payments of principal on the Bonds shall be made without the requirement for presentation and surrender of the Bonds by the Original Purchaser, and (iii) the Paying shall not be required to give notice to the Original Purchaser of the redemption of Bonds under Section 2.03.

SECTION 2.03. *Redemption.* Prior to the Tax-Exempt Conversion Date, the Bonds are subject to redemption, at the option of the District on any date, in whole or in part, from any available source of funds, commencing on August 1, 2028, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium.

~~On and after the Tax-Exempt Conversion Date, the Bonds will be subject to optional redemption prior to maturity as selected by the Purchaser in connection with the conversion of interest on the Bonds to the Tax-Exempt Rate.~~

The Bonds are subject to mandatory sinking fund redemption on the dates 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.

Sinking Fund
Redemption Date

Amount
to be Redeemed

Sinking Fund
Redemption Date

Amount
to be Redeemed

SECTION 2.04. *Form of Bonds.* The Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, as set forth in Appendix A.

SECTION 2.05. *Execution of Bonds.* The Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary of the Board. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Agreement unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent.

The Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by this reference, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Agreement.

Only those Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

SECTION 2.06. *Transfer of Bonds.* The District shall provide to the Paying Agent on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate

transfers. The Paying Agent agrees that it will maintain such unauthenticated Bonds in safekeeping.

(a) Limitations on Transferability.

(i) Ownership of Bonds may be transferred, in whole but not in part, as follows:

- (1) only to a person that is an affiliate of the Owner, or a bank, insurance company or other financial institution, and
- (2) only if such transferee delivers to the District and the Paying Agent a completed and duly executed letter of representations (a "Letter of Representations") substantially in the form attached hereto as Appendix B, and
- (3) only in denominations authorized in Section 2.02(a) of this agreement.

The District and the Paying Agent may rely conclusively upon the information contained in any Letter of Representations.

(ii) No Owner of Bonds shall transfer such Bonds to any person that such Owner does not reasonably believe is purchasing such Bonds for not more than one account, and not with a view to distributing such Bonds. The transferor of ownership of Bonds agrees to provide notice to any proposed transferee of such Bonds of the restrictions on transfer described herein.

(iii) Each person to whom ownership of Bonds is transferred pursuant hereto shall be deemed by the acceptance of such ownership to have agreed to be bound by the provisions of this Section.

(iv) The Bonds shall bear a legend describing or referencing the restrictions on transferability set forth in subsection (i) of this subsection.

(b) Transfer Upon Registration Books; New Bonds. Subject to the requirements of subsection (a), any 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 Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Bond issued upon any transfer.

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

(c) Additional Information. The District will furnish, upon request, to the Original Purchaser and to prospective purchasers of the Bonds information with respect to the

Bonds satisfying the requirements of Rule 144A(d)(4) under the Securities Act. The District may charge a reasonable sum for copying, mailing and handling.

SECTION 2.07. *Exchange of Bonds.* Subject to the transferability restrictions of Section 2.06, Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Bonds of the same maturity. The District may charge a reasonable sum for each new Bond issued upon any exchange (except in the case of any exchange of temporary Bonds for definitive Bonds). No exchange of Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after it has been selected for redemption.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Paying Agent shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Paying Agent in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Paying Agent of evidence satisfactory to the Paying Agent that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Paying Agent of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is otherwise satisfactory to the Paying Agent. All Bonds so surrendered to the Paying Agent shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Paying Agent with a bond of indemnity as set forth above.

SECTION 2.08. *Registration Books.* The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Bonds on the Registration Books.

ARTICLE III

SALE OF BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Issuance of Bonds.* Upon the execution and delivery of this Agreement, the District shall execute and deliver Bonds in the aggregate principal amount of \$_____ to the Paying Agent and the Paying Agent shall authenticate and deliver the Bonds for the account of the Original Purchaser upon receipt of a Written Request of the District therefor.

SECTION 3.02. *Deposit and Application of Proceeds.* On the Closing Date, the proceeds of sale of the Bonds in the amount of \$_____ shall be paid by the Original Purchaser as follows:

- (a) the amount of \$_____ shall be transferred to the Escrow Agent for deposit in the Escrow Fund, to be applied for the purposes set forth in the Escrow Agreement.
- (b) the amount of \$_____ shall be paid by the Original Purchaser to the Paying Agent, acting as custodian, to be applied to pay Costs of Issuance in accordance with Section 3.03 hereof.

SECTION 3.03. *Costs of Issuance Account.* The Paying Agent shall establish a separate account known as the Costs of Issuance Account. There shall be deposited into the Costs of Issuance Account the amount specified in Section 3.02(b). The moneys in the Cost of Issuance Account shall be held uninvested and used solely for the purpose of the payment of Costs of Issuance upon receipt by the Paying Agent of invoices approved by the District, on or after the Closing Date. Any funds remaining in the Costs of Issuance Account on _____, 2022, shall be transferred by the Paying Agent to the County Treasurer, for deposit to the Debt Service Fund, and the Costs of Issuance Account shall be closed. Prior to such transfer, the Paying Agent will confirm with the District and its financial advisor that the Costs of Issuance Account shall be closed.

ARTICLE IV

SECURITY FOR THE BONDS; PAYMENT OF DEBT SERVICE

SECTION 4.01. *Security for the Bonds.*

(a) The Bonds are general obligation bonds of the District, and the Board of Supervisors of the County has the power to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Bonds and the interest thereon, in accordance with and subject to Sections 15250 and 15252 of the Education Code. 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 Bonds are Outstanding in an amount sufficient to pay the principal of and interest and redemption premium (if any) on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund.

(b) The principal of and interest on 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, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof shall be liable thereon.

SECTION 4.02. *Escrow Fund.* There is established under the Escrow Agreement, as a separate fund, to be maintained distinct from all other funds of the Escrow Agent, the Escrow Fund, to the credit of which a deposit shall be made as required by clause (a) of Section 3.02. Money in the Escrow Fund shall be held by the Escrow Agent and disbursed for the payment of the redemption price of the Refunded Bonds, which shall be paid on the date and in the amounts specified in the Escrow Agreement.

SECTION 4.03. *Establishment of Debt Service Fund.* The County Treasurer is hereby requested to establish a debt service fund for the Bonds to be designated the "Kingsburg Joint Union High School District 2022 General Obligation Refunding Bond Debt Service Fund" (the "Debt Service Fund"). The County Treasurer will hold and maintain the fund while the Bonds are outstanding. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy. 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 Bonds when due and payable, to the Paying Agent which, in turn, shall apply such funds to the payment of the principal of and interest on the Bonds to the registered owner thereof.

SECTION 4.04. *Pledge and Application of Debt Service Fund.* The Debt Service Fund is hereby pledged for the payment of the principal of and interest on the Bonds when and as the same become due. Amounts in the Debt Service Fund shall be transferred by the County Treasurer to the Paying Agent to the extent required to pay the principal of and interest and redemption premium (if any) on the 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 Sections 15232 and 15233 of the Education Code.

If, after payment in full of the Bonds, any amounts remain on deposit in the Debt Service Fund, the County Treasurer shall transfer such amounts to the General Fund of the District as provided in Section 15234 of the Education Code.

Notwithstanding the foregoing, proceeds of the Bonds deposited in the Debt Service Fund will be used solely for interest on the Bonds.

SECTION 4.05. *Investments.* All moneys held in any of the funds or accounts established with the County Treasurer hereunder shall be invested 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 shall 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 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 Agreement, or otherwise containing proceeds of the Bonds, shall be acquired and disposed of at the Fair Market Value thereof.

ARTICLE V

FINANCIAL COVENANTS

SECTION 5.01. *Punctual Payment.* The District will punctually pay, or cause to be paid, the principal of and interest on the Bonds, in strict conformity with the terms of the Bonds and of this Agreement, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Agreement and of the Bonds. Nothing herein prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Levy for Payment of Bonds.* The District shall take all steps required by law and by the County to ensure that the Board of Supervisors of the County shall annually levy a tax upon all taxable property in the District sufficient to pay the principal of and interest on the Bonds as and when the same becomes due.

SECTION 5.03. *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 shall be made of all transactions relating to the expenditure of the proceeds of the Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent (who shall have no duty to inspect) and the Owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

The District shall cause to be provided or made available to the Original Purchaser, within 270 days after the close of each Fiscal Year so long as any of the Bonds are Outstanding, complete audited financial statements with respect to such Fiscal Year showing all revenues and expenditures of the District for such Fiscal Year, provided the District has received such statements, but only if such information is not otherwise available on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access platform ("EMMA").

In addition, information for the most recently completed fiscal year for (i) the District's total assessed valuation, (ii) top twenty secured property taxpayers and (iii) secured tax charges and delinquencies, but only if the District is not participating in the County's Teeter Plan, shall be provided within 270 days after the close of each Fiscal Year so long as any of the Bonds are Outstanding, but only if such information is not otherwise available on EMMA.

SECTION 5.04. *Protection of Security and Rights of Bond Owners.* The District will preserve and protect the security of the Bonds and the rights of the Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the District, the Bonds shall be incontestable by the District.

SECTION 5.05. *Records and Accounts.* The District shall use its best efforts to cause to be prepared annually, within 9 months after the close of each Fiscal Year so long as any of the Bonds are Outstanding, complete audited financial statements with respect to such Fiscal Year showing all revenues and expenditures of the District for such Fiscal Year.

SECTION 5.06. *No Sovereign Immunity.* The District does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations under this Agreement. To the extent the District has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, the District hereby waives, to the extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to this Agreement.

SECTION 5.07. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

SECTION 5.08. *Records Retention.* The District will retain its records of all accounting and monitoring it carries out with respect to the Bonds for at least 3 years after the Bonds mature or are redeemed (whichever is earlier); however, if the Bonds are redeemed and refunded, the District will retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the obligations that refunded the Bonds.

SECTION 5.09. *Survival of Refunded Bonds Tax Covenants.* The following covenants related to the Federally tax-exempt status of the Refunded Bonds apply to the Refunded Bonds until their date of redemption.

Private Activity Bond Limitation. The District covenants that it shall assure that the proceeds of the Refunded Bonds are not so used as to cause the Refunded Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

Federal Guarantee Prohibition. The District covenants that it 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 Refunded Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

No Arbitrage. The District has covenanted that it shall not take, or permit or suffer to be taken any action with respect to the proceeds of the Refunded Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Refunded Bonds would have caused the Refunded Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

Maintenance of Tax-Exemption. The District covenants that it shall take all actions necessary to assure the exclusion of interest on the Refunded Bonds from the gross income of the Owners of the Refunded Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Refunded Bonds.

Rebate Requirement. The District covenants that it shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of

excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Refunded Bonds.

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 Paying Agent for the Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Bonds. The Paying Agent hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Paying Agent to function as Paying Agent. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement. These duties shall be deemed purely ministerial in nature, and the Paying Agent shall not be liable except for the performance of such duties, and even during the continuance of an event of default with respect to the Bonds, no implied covenants or obligations shall be read into this Agreement against the Paying Agent. If an event of default has occurred and is continuing, the Paying Agent shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

The Paying Agent, provided sufficient collected funds have been deposited for such purpose by or on behalf of the District in the account designated by the Bank hereunder (the "Account"), shall pay on behalf of the District the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bond. The Paying Agent has no obligation to draw upon any account or pursuant to any letter of credit, insurance policy or other agreement or take any other action to assist the District to comply with its obligations except to the extent expressly set forth in this Agreement.

At any time during which an event of default is not continuing, 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) the County, or (b) 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 6.01 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 and be discharged from its duties and obligations hereunder by giving written notice to the District and the Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent (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. If an instrument of acceptance by a Successor Paying Agent shall not have been delivered

to the Paying Agent within thirty 30 days after the Paying Agent gives notice of resignation, the Paying Agent may petition any court of competent jurisdiction at the expense of the District for the appointment of a Successor Paying Agent or for other appropriate relief. In the event of resignation of the Paying Agent, upon the written request of the District and upon payment of all amounts owing to the Paying Agent hereunder the Paying Agent shall deliver to the District or its designee all funds in the Account and unauthenticated Bonds and a copy of the bond register. The provisions of Section 6.03 and Section 6.05 hereof shall survive and remain in full force and effect following the termination of this Agreement.

SECTION 6.02. *Paying Agent May Hold Bonds.* The Paying Agent may become the owner of any of the 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; Indemnification.* The recitals of facts, covenants and agreements herein and in the 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 Agreement or of the Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Agreement. Neither the Paying Agent nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the District, any Owner, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Paying Agent may assume performance by all such persons of their respective obligations. The Paying Agent shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. In no event shall the Paying Agent be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Paying Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

If an instrument of acceptance by a Successor Paying Agent shall not have been delivered to the Paying Agent within thirty 30 days after the Paying Agent gives notice of resignation, the Paying Agent may petition any court of competent jurisdiction at the expense of the District for the appointment of a Successor Paying Agent. In the event of resignation of the Paying Agent, upon the written request of the District and upon payment of all amounts owing to the Paying Agent hereunder the Paying Agent shall deliver to the District or its designee all funds in the Account and unauthenticated Bonds and a copy of the bond register. The provisions of Section 6.03 and Section 6.06 hereof shall survive and remain in full force and effect following the termination of this Agreement.

The Paying Agent shall not be liable for any actions taken or errors of judgment made in good faith by it or any of its officers, employees or agents, unless it shall have been negligent in ascertaining the pertinent facts. The permissive rights of the Paying Agent to do things enumerated in this Agreement shall not be construed as a duty and, with respect to such permissive rights, the Paying Agent shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder.

No provision of this Agreement requires 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. The Paying Agent shall not be charged with knowledge of (A) any events or other information, or (B) any default under this Agreement or any other agreement unless a responsible officer of the Paying Agent shall have actual knowledge thereof.

The Paying Agent shall be entitled to request and receive written instructions from the District and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Paying Agent in accordance with the written direction of District. 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 shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Paying Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Paying Agent in accordance with the advice or opinion of counsel or other professionals and such advice or opinion shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in reliance thereon. The Paying Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, acts of war or terror, governmental regulations, fire, communication line failures, computer viruses, power failures, or other disasters. The Paying Agent is authorized to comply with orders issued or process entered by any court. The Paying Agent may seek adjudication, including by way of interpleader, at the District's expense, of any adverse claim or controversy hereunder in a court of competent jurisdiction. The District and the Paying Agent further agree that the Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

To the extent authorized by law, the District shall indemnify the Paying Agent, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the acceptance or administration of the Paying Agent's duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to have been caused by the Paying Agent's gross negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers, rights or duties under this Agreement. The Paying Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of the District, pursuant to the provisions of this Agreement, unless such District shall have offered to the Paying Agent security or indemnity (satisfactory to the Paying Agent in its sole and absolute discretion) against the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction. The Paying Agent's right to indemnity under this Agreement shall survive the termination or discharge of this Agreement or discharge of the Bonds.

Any corporation or association into which the Paying Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Paying Agent is a party, will be and become the

successor the Paying Agent under this Agreement and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act

SECTION 6.04. *Notice to Agents.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, judgment, decree, 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, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein. 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 Agreement the Paying Agent deems 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 Agreement 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. The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with due care.

In addition, the District agrees to reimburse the Paying Agent, upon its request, for all reasonable out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, incurred or made by the Paying Agent in connection with entering into and performing under this Agreement or in connection with investigating and defending itself against any claim or liability hereunder.

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 Agreement, 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 Agreement. The District will indemnify and save the Paying Agent harmless against any costs, claims, expenses or liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligations of the District under this Section 6.05 shall survive the termination or discharge of this Agreement.

SECTION 6.06. *Electronic Communication.* The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods. The Original Purchaser is also authorized to transfer funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum as prepared by the District's financial advisor or other agent. The Paying Agent may act on a facsimile or e-

mail transmission of the closing memorandum acknowledged by the financial advisor or the District as the final closing memorandum. If the District elects to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent's understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such instructions. The District agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; and (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Paying Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the District.

ARTICLE VII

REMEDIES OF BOND OWNERS

SECTION 7.01. *Events of Default Defined.* The following events constitute events of default hereunder:

- (a) Failure to pay any installment of the principal of any Bonds when due.
- (b) Failure to pay any installment of interest on the Bonds when due.
- (c) Failure by the District to observe and perform any of the representations, other covenants, agreements or conditions on its part contained in this Agreement or in the Bonds, if such failure has continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, has been given to the District by the owners of a majority in aggregate principal amount of the outstanding Bonds; provided, however, if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such 30-day period, such failure shall not constitute an event of default if the District institutes corrective action within such 30-day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.
- (d) The filing by the District of a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, filed with or without the consent of the District, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

SECTION 7.02. *Remedies of Bond Owners.* Upon the occurrence and during the continuation of event of default, any Bond Owner has the right, for the equal benefit and protection of all 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 Agreement and in the 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 Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the 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 7.03. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of the Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bond Owners.

ARTICLE VIII

AMENDMENT OF THIS AGREEMENT

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* For any one or more of the following purposes and at any time or from time to time, a Supplemental Agreement may be approved by the District and Paying Agent, which, without the requirement of consent of the Owners of the Bonds, shall be fully effective in accordance with its terms:

- (a) To add to the covenants and agreements of the District in this Agreement, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Agreement 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 Agreement, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Agreement;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Agreement, which in any event

shall not materially adversely affect the interests of the 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 Bonds, in the opinion of Bond Counsel filed with the District, the Paying Agent and the Original Purchaser.

Notwithstanding the foregoing provisions of this Section 8.01, so long as any of the Bonds are owned by the Original Purchaser, no amendment under this Section 8.01 shall be effective without the prior written consent of the Original Purchaser.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* Any modification or amendment of this Agreement and of the rights and obligations of the District and of the Owners of the Bonds, in any particular, may be made by a Supplemental Agreement, with the written consent of the Owners of a majority in aggregate principal amount of the Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the Bonds without the consent of all the Owners of such Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

SECTION 8.03. *Prohibited Amendments.* No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the Bonds without the consent of all the Owners of such Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits Limited to Parties.* Except with respect to the Indemnified Parties, nothing in this Agreement, expressed or implied, is intended to give to any person other than the District, the County, the Paying Agent, the Original Purchaser and the Owners of the Bonds, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the Bonds.

SECTION 9.02. *Defeasance.*

(a) Discharge of Agreement. Provided that the District first obtains written confirmation from the Internal Revenue Service, or an opinion of Bond Counsel in form and substance acceptable to the Owner, which provides that doing so will not adversely affect the tax status of interest on the Bonds, the 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 of and interest on such Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in an account, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Bonds; or
- (iii) by delivering such Bonds to the Paying Agent for cancellation by it.

~~If the District pays all Outstanding 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 Agreement), and notwithstanding that any Bonds have not been surrendered for payment, this Agreement and other assets made under this Agreement and all covenants, agreements and other obligations of the District under this Agreement 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 Agreement which are not required for the payment of Bonds not theretofore surrendered for such payment or redemption.~~

(b) Discharge of Liability on Bonds. Upon the deposit, in an account, 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 Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such 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 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 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 Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such 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 Agreement it is provided or permitted that there be deposited with or held in an account by the Paying Agent money or securities in the necessary amount to pay or redeem any 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 Agreement and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of 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 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 Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of 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 Bonds After Discharge of Agreement. Notwithstanding any provisions of this Agreement, any moneys held by the Paying Agent in an account for the payment of the principal or redemption price of, or interest on, any Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable (whether at maturity or upon call for redemption, as provided in this Agreement), 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 Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the arrangement created by this Agreement, 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 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 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.

SECTION 9.03. *Execution of Documents and Proof of Ownership by Bond Owners.* Any request, declaration or other instrument which this Agreement may require or permit to be executed by Bond Owners may be in one or more instruments of similar tenor, and shall be executed by 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 Bond Owner or such Owner's 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 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 Bond shall bind all future Owners of such 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 is individually or personally liable for the payment of the principal of or interest on the Bonds. Nothing herein contained relieves any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Indemnification.* The District 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 Bonds.* All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent and, if not already cancelled, shall be promptly cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any Bonds previously authenticated and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent. All cancelled Bonds held by the Paying Agent for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the District upon its written request.

SECTION 9.07. *Entire Agreement; Partial Invalidity.* This Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The District hereby declares that it would have adopted this Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Agreement 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 Deputy Superintendent of the District in trust for the benefit of the Bond Owners.

SECTION 9.08. *Payment on Business Days.* Whenever in this Agreement any amount is required to be paid on a day which is not a Business Day, such payment shall be required to be made on the Business Day immediately following such day, provided that interest shall not accrue from and after such day.

SECTION 9.09. *Notices.* Any notice, request, complaint, demand or other communication under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The District or the Paying Agent may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the District: Kingsburg Joint Union High School District
1900 18th Avenue
Kingsburg, CA 93631
Attention: Superintendent

If to the Paying Agent: The Bank of New York Mellon Trust Company, N.A.
333 South Hope Street, 25th Floor
Los Angeles, CA 90071
Attention: Corporate Trust

If to the Original Purchaser: First Foundation Public Finance
2333 Douglas Boulevard, Suite 300
Roseville, CA 95661
Attention: Senior Vice President

SECTION 9.10. *Unclaimed Moneys.* Anything in this Agreement to the contrary notwithstanding, subject to the laws of the State of California, any moneys held by the Paying Agent for the payment and discharge of any of the Bonds which remain unclaimed for two years after the date when such Bonds have become due and payable, either at their stated maturity dates, if such moneys were held by the Paying Agent at such date, or for two years after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Bonds become due and payable, shall, at the Written

Request of the District, be repaid by the Paying Agent to the District, as its absolute property and free from the account, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the District for the payment of such Bonds; *provided, however*, that before being required to make any such payment to the District, the Paying Agent shall, at the expense of the District, cause to be mailed to the Owners of all such Bonds, at their respective addresses appearing on the Registration Books, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than 30 days after the date of mailing of such notice, the balance of such moneys then unclaimed will be returned to the District.

SECTION 9.11. *Execution in Several Counterparts.* This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the District and the Paying Agent shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 9.12. *Governing Law.* This Agreement shall be construed and governed in accordance with the laws of the State of California. The parties hereby (i) irrevocably submit to the exclusive jurisdiction of any federal or state court sitting in the State of California, (ii) waive any objection to laying of venue in any such action or proceeding in such courts, and (iii) waive any objection that such courts are an inconvenient forum or do not have jurisdiction over any party.

SECTION 9.13. *Waiver of Jury Trial; Agreement for Judicial Reference.* To the fullest extent permitted by law, the District hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, the Bonds, this Agreement or any documents relating to the Bonds or this Agreement, or the enforcement of any remedy under any law, statute, or regulation. To the extent such waiver is not enforceable, the District hereby consents to the adjudication of any and all such matters pursuant to Judicial Reference as provided in Section 638 of the California Code of Civil Procedure, and the judicial referee shall be empowered to hear and determine any and all issues in such Reference whether fact or law.

Section 9.14. *Patriot Act Compliance.* To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. The Paying Agent may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Section 9.15. *Third-Party Beneficiary.* The Original Purchaser is a third-party beneficiary of this Paying Agent Agreement.

Section 9.16. *Reimbursement of Original Purchaser.* The District hereby agrees, to the extent permitted by law, to pay or reimburse the Original Purchaser any and all reasonable charges, fees, costs and expenses which the Original Purchaser may reasonably pay or incur in connection with the following: (i) the administration, enforcement, defense, or preservation of any rights or security hereunder; (ii) the pursuit

of any remedies hereunder, or otherwise afforded by law or equity; (iii) any amendment, waiver, or other action with respect to or related to this Paying Agent Agreement whether or not executed or completed; or (iv) any litigation or other dispute in connection with this Paying Agent Agreement.

Section 9.17. *Electronic Signature.* Each of the parties hereto agrees that the transaction consisting of this Paying Agent Agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Paying Agent Agreement using an electronic signature, it is signing, adopting, and accepting this Paying Agent Agreement and that signing this Paying Agent Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Paying Agent Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Paying Agent Agreement in a usable format.

IN WITNESS WHEREOF, the KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT has caused this Agreement to be signed in its name by its duly authorized officers and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. has caused this Agreement to be signed in its corporate name by its duly authorized officer, all as of the day and year first above written.

**KINGSBURG JOINT UNION HIGH
SCHOOL DISTRICT**

By: _____
Superintendent

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

By: _____
Vice President

APPENDIX A

FORM OF BOND

REGISTERED BOND NO. 1

\$ _____

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
2022 GENERAL OBLIGATION REFUNDING BOND**

INTEREST RATE
_____ %

MATURITY DATE:
August 1, 20__

DATED DATE:
_____, 2022

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: *** _____ ***

NO TRANSFER, SALE OR OTHER DISPOSITION OF THIS BOND MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2.06 OF THE PAYING AGENT AGREEMENT.

The KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT (the "District"), located in Fresno County, California (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 _____ (each, an "Interest Payment Date"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th calendar day of the month immediately preceding any Interest Payment Date (each, a "Record Date") and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____, in which event it will bear interest from the Dated Date set forth above.

Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the paying agent for the Bonds, initially The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent"). Principal hereof and any redemption premium hereon are payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the preceding Record Date; *provided, however*, that at the written request of the registered owner of any Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of

a financial institution within the United States of America as specified in such written request.

So long as this Bond is owned by _____ (including its successors or assigns, the "Original Purchaser"), the following shall apply: (a) this Bond is not required to be presented and surrendered to the Paying Agent for payment at any time prior to the final maturity thereof, and (b) the Paying Agent will pay the principal of and interest on this Bond by wire transfer to the Original Purchaser in accordance with the wire transfer instructions provided by the Original Purchaser to the Paying Agent from time to time; provided that principal on this Bond which is payable at maturity shall be made only upon presentation and surrender hereof at the Office of the Paying Agent as set forth in the preceding paragraph.

This Bond is one of a duly authorized issue of bonds of the District designated as "Kingsburg Joint Union High School District 2022 General Obligation Refunding Bonds, Series ____" (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 pursuant to the provisions of Sections 53550 et seq. of the California Government Code (the "Bond Law"), pursuant to a resolution of the District adopted on May 12, 2022 (the "Resolution"), authorizing the issuance of the Bonds, and a Paying Agent Agreement dated as of July 1, 2022 (the "Paying Agent Agreement") between the District and the Paying Agent. Reference is hereby made to the Resolution and the Paying Agent Agreement (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 and Paying Agent Agreement the Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued to refund certain of the District's outstanding General Obligation Bonds, Election of 2018, Series A.

All capitalized terms herein shall have the same meaning as the capitalized terms in the Paying Agent Agreement. Reference is hereby made to the Paying Agent Agreement (copies of which are on file at the office of the District) 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. Reference is made to the Paying Agent Agreement for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, 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 Paying Agent Agreement.

This Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Paying Agent Agreement) are general obligations of the District. Subject to Education Code Section 15250, the Board of Supervisors of Fresno County has the power and is obligated to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District.

The principal of and interest on this Bond 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 and employees thereof, and none of the County, the State of California, any of its political subdivisions, or any of the officers, agents and employees thereof shall be liable hereon. Except as provided in the Paying Agent Agreement, in no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds are subject to optional redemption prior to maturity on any date, with 30 days prior written notice to the Original Purchaser, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

The Bonds are subject to mandatory sinking fund redemption on the dates 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.

<u>Sinking Fund Redemption Date</u>	<u>Amount to be Redeemed</u>
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Ownership of a Bond may be transferred (a) only to a person that is purchasing such Bond for not more than one account and not with a view to distributing such Bond, and (b) only if such affiliate of the Owner, or bank, insurance company or other financial institution delivers to the District and the Paying Agent a completed and duly executed Letter of Representations substantially in the form attached as Appendix B to the Paying Agent Agreement. No Owner of a Bond shall transfer such Bond to any person that such Owner does not reasonably believe is purchasing such Bond for not more than one account and not with a view to distributing such Bond. The transferor of ownership of a Bond agrees to provide notice to any proposed transferee of such Bond of the restrictions on transfer described in the Paying Agent Agreement.

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, without limitation as to rate or amount, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

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

This Bond shall be not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Paying Agent Agreement 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 the President of its Board of Trustees, and attested by the facsimile signature of the Secretary to its Board of Trustees, all as of the date stated above.

**KINGSBURG JOINT UNION HIGH
SCHOOL DISTRICT**

By: _____
President
Board of Trustees

Attest:

Secretary
Board of Trustees

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Paying Agent Agreement referred to herein.

Date of Authentication: _____, 2022

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

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

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

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

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

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by 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.

APPENDIX B

FORM OF LETTER OF REPRESENTATIONS

Kingsburg Joint Union High School District
825 N. Lovekin Blvd.
Blythe, CA 92225

Re: \$ _____ Kingsburg Joint Union High School District
2022 General Obligation Refunding Bonds, Series ____

Ladies and Gentlemen:

The undersigned (the "Purchaser") is purchasing all of the outstanding Kingsburg Joint Union High School District 2022 General Obligation Refunding Bonds, Series ____ (the "Bonds"). The terms of the Bonds are specified in the Paying Agent Agreement dated as of July 1, 2022 (the "Paying Agent Agreement"), by and between the Kingsburg Joint Union High School District (the "District") and The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent"). Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Paying Agent Agreement.

The Purchaser hereby certifies, represents, warrants, acknowledges, and covenants as follows:

(a) The Purchaser understands and acknowledges that the District will rely on the certifications, representations, warranties, acknowledgements, and covenants contained in this Letter of Representations.

(b) The Purchaser is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was incorporated or formed and is authorized to purchase the Bonds.

(c) The Purchaser is a bank, insurance company or other financial institution.

(d) The Purchaser is not purchasing the Bonds for more than one account, has no present intention to resell the Bonds, and is not purchasing the Bonds with a view to distributing the Bonds.

(e) The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other obligations similar to the Bonds, to be capable of evaluating the merits and risks of the Bonds, and the Purchaser is able to bear the economic risks of the Bonds.

(f) The Purchaser recognizes that the Bonds involves significant risks, that there is no established market for the Bonds and that none is likely to develop

and, accordingly, that the Purchaser must bear the economic risk of the Bonds for an indefinite period of time.

(g) The Purchaser understands and agrees that it may resell or otherwise transfer the Bonds in whole, and not simply a portion thereof, only to an institution that (i) the Purchaser reasonably believes is a bank, insurance company or other financial institution purchasing the Bonds for its own account, (ii) delivers to the District an executed Letter of Representations substantially in the form hereof, and (iii) otherwise complies in all respects with the provisions of the Paying Agent Agreement regarding such sale or transfer.

(h) The Purchaser is not relying upon the District, the Paying Agent, or any of their affiliates or employees for advice as to the merits and risks of investment in the Bonds. The Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed decision to purchase the Bonds.

(i) The Purchaser has conducted its own independent examination of, and has had an opportunity to ask questions and receive answers concerning, the District, the Paying Agent, the Paying Agent Agreement, the Bonds, and the security therefor, and the transactions and documents related to or contemplated by the foregoing.

(j) The Purchaser has been furnished with all documents and information regarding the District, the Paying Agent, the Paying Agent Agreement, the Bonds, and the security therefor, and the transactions and documents related to or contemplated by the foregoing, and all matters related thereto, that it has requested.

(k) The Purchaser understands that the offering and sale of the Bonds by the District to the initial purchaser were exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to Section (d)(1)(i) of said Rule.

(l) No official statement or other disclosure document is being prepared in connection with the issuance of the Bonds.

(m) The Purchaser understands that the Bonds carry no rating from any rating service.

(n) The Purchaser understands that the Bonds are not registered under the Securities Act of 1933 and are not registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state.

(o) The person executing this letter on behalf of the Purchaser is duly authorized to do so on the Purchaser's behalf.

IN WITNESS WHEREOF, the Purchaser has executed this Letter of Representations as of the date set forth below.

Dated: _____, 2022

Very truly yours,

ESCROW AGREEMENT

Relating to:

\$ _____
Kingsburg Joint Union High School District
General Obligation Bonds
Election of 2014, Series A

\$ _____
Kingsburg Joint Union High School
District
General Obligation Bonds
Election of 2014, Series B

This ESCROW AGREEMENT (this "Agreement"), dated _____, 2022, is between the KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT (the "District") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as escrow bank (the "ESCROW BANK").

BACKGROUND:

WHEREAS, pursuant to a resolution adopted by the Board of Trustees of the District (the "Board") on August 18, 2014 (the "2014A Bonds Resolution"), on October 14, 2014, the District issued its Kingsburg Joint Union High School District General Obligation Bonds Election of 2014, Series A, in the aggregate original principal amount of \$5,000,000 (the "2014A Bonds"); and

WHEREAS, pursuant to a resolution adopted by the Board of Trustees of the District (the "Board") on November 14, 2016 (the "2014B Bonds Resolution"), on January 26, 2017, the District issued its Kingsburg Joint Union High School District General Obligation Bonds Election of 2014, Series A, in the aggregate original principal amount of \$5,000,000 (the "2014B Bonds" and, together with the 2014A Bonds, the "Prior Bonds"); and

WHEREAS, the District has determined at this time to issue its Kingsburg Joint Union High School District 2022 General Obligation Refunding Bonds, Series A (Federally Taxable) in the aggregate principal amount of \$ _____ (the "Refunding Bonds") issued pursuant to a Paying Agent Agreement dated as of July 1, 2022, between the District and The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Series A Paying Agent Agreement"), for the purpose of refunding the outstanding 2014A Bonds maturing on _____ (the "Refunded Bonds"), thereby realizing financial savings to the District and the property taxpayers in the District; and

WHEREAS, the District has determined at this time to issue its Kingsburg Joint Union High School District 2022 General Obligation Refunding Bonds, Series B (Federally Taxable) in the aggregate principal amount of \$ _____ (the "Refunding Bonds") issued pursuant to a Paying Agent Agreement dated as of July 1, 2022, between the District and The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Series B Paying Agent Agreement" and, together with the Series A Paying Agent Agreement, the "Paying Agent Agreements"), for the purpose of refunding the outstanding 2014B Bonds maturing on _____ (the "Refunded Bonds"), thereby realizing financial savings to the District and the property taxpayers in the District

WHEREAS, the District wishes to appoint the Escrow Bank for the purpose of establishing an irrevocable escrow fund to be funded, invested, held and administered for the purpose of providing for the payment and redemption of the Refunded Bonds in full in accordance with the Prior Bonds Resolution, as applicable;

A G R E E M E N T :

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

Section 1. Definition of Government Obligations. As used herein, the term "Government Obligations" means United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States.

Section 2. Appointment of Escrow Bank; Establishment of Escrow Fund. The District hereby appoints the Escrow Bank to act as Escrow Bank for purposes of administering the funds required to redeem and defease the Refunded Bonds.

The Escrow Bank is hereby directed to establish a special fund to be named the Kingsburg Joint Union High School District General Obligation Bonds Election of 2014 Escrow Fund (the "Escrow Fund") to be held by the Escrow Bank as an irrevocable escrow fund securing the payment of the Refunded Bonds.

On the date hereof (the "Closing Date"), the District shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of \$_____, in immediately available funds, to be derived from the proceeds of the Refunding Bonds.

On the date hereof, the Escrow Bank shall deposit \$_____ in the Escrow Fund, \$_____ of which represents the net proceeds of the Series A Refunding Bonds, and shall be deposited in the 2014A Subaccount, and \$_____ of which represents the net proceeds of the Series B Refunding Bonds, and shall be deposited in the 2014B Subaccount.

If at any time the Escrow Bank receives actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required hereunder, the Escrow Bank shall notify the District and the District shall promptly cure such deficiency. The Escrow Bank shall not be liable for any such deficiency.

Section 3. Investment of Amounts in Escrow Fund.

Series A Subaccount. The Escrow Bank shall invest \$_____ of the Series A Refunding Bonds proceeds in the Government Securities ("SLGS") identified in Exhibit B hereto, and hold the remaining \$___ in cash, uninvested, in the 2014A Subaccount.

Series B Subaccount. The Escrow Bank shall invest \$_____ of the Series B Refunding Bonds proceeds in the SLGS identified in Exhibit B hereto, and hold the remaining \$___ is cash, uninvested, in the 2014B Subaccount.

Section 4. Application of Amounts in Escrow Fund. The Escrow Bank is hereby instructed to withdraw from the Escrow Fund the amounts required to pay the principal of and interest and redemption premium (if any) on the Refunded Bonds in accordance with the schedule attached as Exhibit B hereto.

Section 5. Notice of Refunding; Notice of Defeasance.

(a) The Escrow Bank shall mail and file a notice of redemption for the Refunded Bonds at least 30 and not more than 60 days prior to the date of redemption of the Refunded Bonds.

This Agreement shall serve as written notice to the Escrow Bank regarding the intention of the District to optionally redeem the Refunded Bonds in accordance with their respective terms.

(b) On the Closing Date, the Escrow Bank is hereby instructed to file a notice of defeasance with respect to each series of Refunded Bonds, in substantially the forms set forth on Exhibit C, with the Municipal Securities Rulemaking Board's EMMA System. The sole remedy for the failure of the Escrow Bank to file such notice on the EMMA System shall be an action by the holders of the Refunded Bonds in mandamus for specific performance or similar remedy to compel performance.

Section 6. Records. The Escrow Bank will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money held by the Escrow Bank hereunder, and such books shall be available for inspection at reasonable hours and under reasonable conditions with reasonable prior notice by the owners of the Refunded Bonds and the Refunding Bonds.

Section 7. Proper Filings. The District will, at its expense, execute, acknowledge, deliver or file this Agreement and any assignments, transfers, financing statements, continuation statements, and assurances required to carry out the intention or facilitate the performance of the terms of this Agreement.

Section 8. Discharge. The covenants, liens and pledges entered into, created or imposed pursuant to this Agreement shall be fully discharged and satisfied when all of the Refunded Bonds have been paid in full as to principal, premium and interest. Upon such discharge and satisfaction this Agreement shall cease, terminate and become null and void.

Section 9. Transfer of Excess Funds; Termination; Unclaimed Funds. Within ten business days after the redemption of the Refunded Bonds, any funds remaining in the Escrow Fund shall be repaid to the District for deposit in the debt service fund for the Refunding Bonds.

Notwithstanding any other provision of this Agreement, any money held by the Escrow Bank for the payment of the principal of, premium and interest on the Refunded Bonds and remaining unclaimed for two years after the specified redemption date of all of the Refunded Bonds shall then be repaid to the District upon its written request, and the registered owners of the Refunded Bonds shall thereafter be entitled to look only to the District for the repayment thereof, and liability of the Escrow Bank with respect to such money shall thereupon cease. If any such money is repaid to the District as described in the prior sentence, the registered owners of the Refunded Bonds secured hereby with respect to which such money was deposited shall thereafter be deemed to be unsecured creditors of the District, without interest.

Notwithstanding the foregoing, the Escrow Bank shall, upon the written request of the District, repay such money to the District at any time earlier than two years if failure to repay such money to the District, within such earlier period, will give rise to the operation of any escheat statute under applicable California law. Any unclaimed funds repaid to the District shall be deposited in the debt service fund for the Refunding Bonds and applied by the District as a credit against debt service on the Refunding Bonds.

Section 10. No Implied Duties; No Rights to Others. Nothing in this Agreement expressed or implied is intended or shall be construed to give any legal or equitable right, remedy or claim under or in respect to this Agreement, or any covenants, conditions or provisions contained in this Agreement, to any person other than the District, the Escrow Bank and the registered owners of the Refunded Bonds. All covenants, conditions and provisions contained in this Agreement are

and shall be held to be for the sole and exclusive benefit of the District, the Escrow Bank and the registered owners of the Refunded Bonds. The Escrow Bank shall perform such duties and only such duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Bank.

Section 11. Immunities and Liabilities of Escrow Bank.

(A) The Escrow Bank shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. The Escrow Bank is not required to resolve conflicting demands to money or property in its possession under this Agreement.

(B) The Escrow Bank shall not be responsible for any of the recitals or representations contained herein or in any Paying Agent Agreement.

(C) The Escrow Bank may become the owner of, or acquire any interest in, any of the Refunded Bonds with the same rights that it would have if it were not the Escrow Bank, and may engage or be interested in any financial or other transaction with the District.

(D) The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal, interest or premiums, if any, on the Refunded Bonds and shall not be liable for any insufficiency of such moneys and securities to affect such payment.

(E) The Escrow Bank shall not be liable for any action or omission of the District under this Agreement or the Paying Agent Agreement.

(F) Whenever in the administration of this Agreement the Escrow Bank may deem it necessary or desirable that a matter be proved or established before taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be specifically prescribed in this Agreement) may, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be deemed to be conclusively proved and established by one or more certificates of an authorized official of the District, and such certificates shall, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be full warrant to the Escrow Bank for any action taken or suffered by it under the provisions of this Agreement upon the faith thereof.

(G) The Escrow Bank may at any time resign by giving prior written notice to the District. The District shall promptly appoint a successor Escrow Bank. Resignation of the Escrow Bank will be effective only upon acceptance of appointment by a successor Escrow Bank. If the District does not appoint a successor Escrow Bank within 30 days of the Escrow Bank's delivery of its resignation notice, the Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor Escrow Bank, and such court may appoint a successor Escrow Bank after such notice, if any, has been given as the court may deem proper and as may be required by law. After receiving a notice of resignation of an Escrow Bank, the District may appoint a temporary Escrow Bank to replace the resigning Escrow Bank until the District appoints a successor Escrow Bank. Any such temporary Escrow Bank so appointed shall immediately and without further act be superseded by the successor Escrow Bank so appointed.

(H) The District agrees to indemnify the Escrow Bank, its agents officers, directors and employees for, and to hold the Escrow Bank, its agents, officers, directors

and employees harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable fees and disbursements of counsel, including in-house counsel, for the Escrow Bank) which may be imposed on, incurred by, or asserted against the Escrow Bank at any time by reason of the performance of its duties as Escrow Bank hereunder, in any transaction arising out of this Agreement or any of the transactions contemplated herein or in the Paying Agent Agreement, unless due to the negligence or willful misconduct of the Escrow Bank, its agents officers or employees. Such indemnity shall survive the termination of this Agreement or resignation or removal of the Escrow Bank.

(I) All notices, certificates or other communications to be delivered to the Escrow Bank shall be addressed to the Escrow Bank at:

The Bank of New York Mellon Trust Company, N.A.
333 South Hope Street, 25th Floor
Los Angeles, CA 90071
Reference: Kingsburg Joint Union High School District 2022 Refunding

(J) None of the provisions of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Escrow Bank may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(K) Any bank, corporation or association into which the Escrow Bank may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Bank shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Bank shall be the successor of the Escrow Bank hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

(L) Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

Section 12. Waiver of Notice. Whenever in this Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 13. Fees. The Escrow Bank's fees, expenses (including legal fees and expenses) and reimbursement for costs incurred for and in carrying out its duties under this Agreement have been fixed by separate agreement. The Escrow Bank shall also be entitled to additional fees, expenses and reimbursement for costs incurred in connection with any litigation involving this Agreement and the performance of its duties and exercise of its powers hereunder, including but not limited to legal and accounting services. The fees incurred by the Escrow Bank shall in no event be deducted from the Escrow Fund.

Section 14. Entire Agreement; Severability. This Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provisions has never been contained herein.

Section 15. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or as many of them as the District and the Escrow Bank preserve undestroyed, shall together constitute but one and the same instrument.

Section 16. Business Days. Whenever any act is required by this Agreement to be done on a specified day or date, and such day or date falls on a day other than a business day, then such act may be done on the next succeeding Business Day. For purposes of this Agreement, a Business Day is any day other than a Saturday, a Sunday or a day on which banking institutions or trust companies in New York, New York are authorized or obligated by law, regulation or executive order to remain closed

Section 17. California Law. This Agreement shall be governed exclusively by and interpreted in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the District and the Escrow Bank have each caused this Agreement to be executed by the duly authorized officers thereof as of the date first above written.

**KINGSBURG JOINT UNION HIGH
SCHOOL DISTRICT**

By: _____
Superintendent

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

By: _____
Authorized Officer

EXHIBIT A
ESCROW SECURITIES

<u>Type of Security</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Interest Rate</u>	<u>Total Cost</u>
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TOTALS

EXHIBIT B
ESCROW REQUIREMENTS

<u>Payment Date</u>	<u>Interest Payment</u>	<u>Redeemed Principal</u>	<u>Total Receipts</u>
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TOTALS

EXHIBIT C
FORMS OF
NOTICE OF DEFEASANCE

Kingsburg Joint Union High School District
General Obligation Bonds
Election of 2014, Series A

Date of Issuance: October 14, 2014

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	CUSIP†
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T Term Bonds

† Copyright American Bankers Association. CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are provided for convenience of reference only. Neither the District nor the Paying Agent assumes any responsibility for the accuracy of these CUSIP data.

NOTICE IS HEREBY GIVEN that all of the above-described bonds (the "Bonds") have been defeased and discharged under and within the meaning of a resolution adopted by the Board of Trustees of the Kingsburg Joint Union High School District (the "District") on August 18, 2014 (the "Bond Resolution"). Funds for the payment of the Bonds have been deposited in escrow with The Bank of New York Mellon Trust Company, N.A., as Escrow Bank ("Escrow Bank"), and the sufficiency of the funds for the purpose of paying the principal of and interest on the Bonds has been verified by an independent certified public accountant. As a result of such deposit, the Bonds are deemed to have been paid and discharged in accordance with the Bond Resolution.

Dated: _____, 2022

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

[continued from previous page]

**Kingsburg Joint Union High School District
General Obligation Bonds
Election of 2014, Series B**

Date of Issuance: January 26, 2017

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	CUSIP†
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T Term Bonds

† Copyright American Bankers Association. CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are provided for convenience of reference only. Neither the District nor the Paying Agent assumes any responsibility for the accuracy of these CUSIP data.

NOTICE IS HEREBY GIVEN that all of the above-described bonds (the "Bonds") have been defeased and discharged under and within the meaning of a resolution adopted by the Board of Trustees of the Kingsburg Joint Union High School District (the "District") on November 14, 2016 (the "Bond Resolution"). Funds for the payment of the Bonds have been deposited in escrow with The Bank of New York Mellon Trust Company, N.A., as Escrow Bank ("Escrow Bank"), and the sufficiency of the funds for the purpose of paying the principal of and interest on the Bonds has been verified by an independent certified public accountant. As a result of such deposit, the Bonds are deemed to have been paid and discharged in accordance with the Bond Resolution.

Dated: _____, 2022

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

ISSUE:

Presented to the Board is the College and Career Access Partnership (CCAP) Agreement Regarding Instructional Services for Dual Enrollment Between State Center Community College District and Its Colleges and Kingsburg Joint Union High School District for the purpose of offering expanding opportunities for students and develop seamless pathways from high school to community college for career technical education.

ACTION:

Approve or deny the College and Career Access Partnership (CCAP) Agreement Regarding Instructional Services for Dual Enrollment Between State Center Community College District and Its Colleges and Kingsburg Joint Union High School District.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

**COLLEGE AND CAREER ACCESS PARTNERSHIP (CCAP) AGREEMENT
REGARDING INSTRUCTIONAL SERVICES FOR DUAL ENROLLMENT
BETWEEN
STATE CENTER COMMUNITY COLLEGE DISTRICT AND ITS COLLEGES
AND KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT**

This College and Career Access Partnership Agreement regarding instructional services is between State Center Community College District and its respective colleges ("College"), and Kingsburg Joint Union High School District and its respective High Schools. For identification purposes only, this Agreement is dated May 2, 2022.

RECITALS

WHEREAS, College is a multi-college District whose mission is to provide educational programs and services that are responsive to the needs of the students and communities within the School including law enforcement programs and courses;

WHEREAS, High School is part of a unified school district located in the District's service area;

WHEREAS, this CCAP Agreement shall be for the purpose of offering expanding opportunities for students and develop seamless pathways from high school to community college for career technical education or preparation for transfer;

WHEREAS, the parties desire to collaborate on dual enrollment courses that provide college credit ("courses"). Education Code (EC) §76004(a) and §76004(d);

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by the Legislature and College;

WHEREAS, the parties desire to enter into a CCAP Agreement regarding Instructional Services, which sets forth their mutual rights and responsibilities and governs their business relationship regarding the subject courses;

WHEREAS, the College intends to compensate High School an amount equal to the cost of an adjunct faculty teaching the same class on the college campus. When the college's adjunct faculty teaches the class on the High School campus, the High School will not be compensated. For enrollments under 20 students, the College has the right to compensate the High School a prorated amount;

WHEREAS, the parties intend for College to report full-time equivalent students (FTES) data and obtain state apportionment for the subject courses given through this CCAP Agreement in accordance with Title 5, EC §58050, §58051, and §58051.5;

WHEREAS, High School intends to fund the cost of the subject courses by providing all required personnel, classrooms, services and equipment;

NOW, THEREFORE, the parties mutually agree as follows:

TERMS

- I. **Recitals.** The above recitals are incorporated herein and made a part of this CCAP Agreement.
- II. **Effective Date and Duration.** This CCAP Agreement shall be effective on the date authorized representatives of both parties sign it and continue in effect until June 30, 2024, or until duly modified or terminated by the parties.
- III. **Early Termination.** This CCAP Agreement may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This CCAP Agreement may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. The parties agree to consider the needs of currently enrolled students when determining a termination date.

The indemnification provisions contained in this CCAP Agreement shall survive termination.

- IV. **Instructional Service Agreements (ISA).** The terms of this CCAP Agreement are deemed to be part of and fully incorporated into any and all presently existing or future ISAs pertaining to the courses unless expressly modified by a related ISA. The terms of this agreement may be modified by individual ISAs as necessary. Any inconsistency between the agreement and an express provision of an ISA will be resolved in favor of this agreement.
- V. **Certifications for State Apportionment Purposes Applicable to All Courses Conducted in a Cooperative Arrangement with a Public High School.**
 - A. High School certifies that the direct education costs of the activity are not being fully funded through other sources.
 - B. High School certifies College has not received full compensation for the direct education costs for the conduct of the class from other sources.
 - C. College certifies that a job market survey has been conducted prior to establishing the vocational and occupational training programs, and the results justify the particular vocational and occupational training programs.
 - D. College certifies that any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in EC §87010, or any controlled substance offense as defined in EC §87011.
 - E. Both College and High School certify that either (i) the vocational and occupational training programs have been approved by the State Chancellor's Office and the courses which make up a particular program or pathway are part of an approved program or degree and College will provide all documentation necessary to support this certification for both parties; or (ii) College has received delegated authority to separately approve the subject courses locally.
 - F. Both College and High School certify that a qualified high school instructor teaching the course has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. EC §76004 (j) and that any community college instructor teaching a course at the partnering high school campus has

not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. EC §76004(i)

- G. Both College and High School certify that a course offered at the High School campus does not reduce access to the same course offered at the partnering College campus and that a course that has a waiting list shall not be offered at the High School campus as part of the CCAP Agreement. EC §76004(k) (2)
- H. Both College and High School certify that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school pupils who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation.. EC §76004(n).
- I. The High School and the College district will comply with the local bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit and college credit.
- J. Both College and High School certify that participation in this CCAP Partnership agreement is consistent with the core mission of the community colleges pursuant to EC §66010.4, and that pupils participating in the CCAP agreement will not lead to enrollment displacement of otherwise eligible adults in the community college. EC §76004 (k)(3).
- K. These certifications may not be voided, modified or waived by any related ISA.

VI. Regulatory Requirements for State Apportionment Purposes Applicable to all Courses Conducted in a Cooperative Arrangement with a Public High School.

These provisions may not be voided, modified nor waived by a related ISA unless otherwise expressly provided herein:

A. State Apportionment.

- 1. A district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. EC §76004(r)
- 2. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to a CCAP agreement is authorized attendance for which a community college district shall be credited or reimbursed pursuant to EC §48802 or §76002, provided that no school district has received reimbursement for the same instructional activity. EC §76004 (s)

B. Responsibilities of Each Party. College policies and procedures apply and College is responsible for the courses. The courses will comply with all applicable regulations, procedures, prerequisites and standards set out in the Course Outline of Record (COR), as well as any corresponding local policies, practices, and requirements of the High School.

C. Enrollment Period. The enrollment period shall be determined by College in accordance with its guidelines, policies, pertinent statutes, and regulations.

D. Number of Class Hours Sufficient to Meet the Stated Student Learning Outcomes. College has determined the student learning outcomes for each of the courses and the number of class hours necessary to meet them. This is recorded in the approved COR.

- E. **Supervision and Evaluation of Students.** Supervision and evaluation of students shall be in accordance with College guidelines, policies, pertinent statutes, and regulations. The supervision and evaluation of students will conform with correspondence of local policies, practices, and requirements of the High School.
- F. **Withdrawal Prior to Completion of the Course.** A student's withdrawal prior to completion of the Course shall be in accordance with College guidelines, policies, pertinent statutes and regulations.
- G. **Right to Control and Direct Instructional Activities.** College is responsible for the courses and has the sole right to control and direct the instructional activities of all instructors, including those who are High School personnel, although this right will be exercised in consultation with the High School.
- H. **Minimum Qualifications for Instructors Teaching Courses.** Instructors who are High School personnel shall meet the minimum qualifications to provide instruction in a California community college.
- I. **Facilities.** High School will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to College or students. High School agrees to clean, maintain, and safeguard the High School's premises. High School shall comply with all applicable building, fire, and safety codes. High School rules which control or prohibit public access to facilities for safety purposes or to protect proprietary information shall be observed.
- J. **Equipment.** Unless otherwise provided for in a related ISA, High School will furnish, at their own expense, all course materials, specialized equipment, and other necessary equipment for all students. The parties understand that such equipment and materials are High School's sole property; however, College policies may be utilized as appropriate should an individual student unnecessarily damage or fail to return such equipment. High School shall determine the type, make, and model of all equipment and materials to be used during each course. High School understands that no equipment or materials fee may be charged to students except as provided for by College policies and practices.
- K. **Enrollment.** Enrollment shall be open exclusively to dual enrollment students who meet all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by the College. Applicants must meet the standards and prerequisites of the College.

College and High School will be jointly responsible for processing student applications. College will provide the necessary admission forms and procedures and both College and High School will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

College will ensure that each recruited student completes the admissions procedure, the class enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate. College will assist High School as necessary. A successful enrollment requires that each student has completed an enrollment application provided by the College, the application has been delivered to and accepted by College's Admissions and Records Office, and the applicant has met all requirements, to include the standard college student liability and medical care coverage, if applicable.

- L. **Enrollment Fees.** The enrollment fees (e.g. Health Fee or Associated Student Body Fee) must be paid to College by the individual student if the class is offered on the College campus. Enrollment fees may not be waived by College unless exempted by statute or board policy. This provision may not be cancelled or modified by any related ISA. However, by mutual

agreement, enrollment fees may be withheld from any reimbursement owed by the College to the High School. Non-resident fees may not be waived unless exempted by statute or board policy.

M. Student Fees. Prohibitions and Exemptions.

1. High School students enrolled in courses offered through a CCAP agreement shall not be assessed or charged a fee prohibited by EC §49001, including a fee charged to a pupil, or pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. EC §49010 et seq.; §76004(f)
2. High School pupils enrolled in courses offered through the CCAP Agreement and that are properly classified as having "special part-time student" status as described by EC §76004(p) shall be exempt from the following community college fee requirements EC §76004(q): Student Representation Fee, Nonresident Tuition Fee, Transcript Fees, Course Enrollment Fees, Apprenticeship Course Fees, and Child Development Center Fees.

N. Course Outlines - Curriculum Committee and Board Approval. The COR for all individual courses must meet course standards set out in Title 11 of the California Code of Regulations and must be approved by College's Curriculum Committee, and College's Board of Trustees.

O. Teaching Consistent with Approved Outline and Level Of Rigor. High School will implement procedures to ensure that High School instructors teaching different sections of the same course do so in a manner consistent with the approved outline of record for that course, and that each individual instructor shall hold all students to a comparable level of rigor.

P. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to College periodically, or upon demand, and shall be maintained by College in adherence with college policies and procedures.

Q. Ancillary Support Services for Students. Both College and High School shall ensure that students enrolled in the courses are provided ancillary and support services as may be needed, including but not limited to counseling, library and tutorial services, and guidance and placement assistance.

R. Courses Outside College Boundaries. For locations outside the geographical boundaries of College, College will comply with the requirements of Title 5 of the California Code of Regulations, §55230-55232. College shall not enter into a CCAP partnership with a High School within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.

VII. Coordination. The coordination will be at no cost to the High School. College will provide the services of a dual enrollment coordinator to facilitate the matriculation and unit credit process of students. College will assign a faculty member or counselor as liaison who will facilitate coordination and cooperation between College and High School regarding curriculum and pedagogy. College will provide High School personnel reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and the College's application procedures. An addendum to this

agreement will contain the name and contact information on the liaison for each of the four colleges within SCCCD.

VIII. **Support Staff.** These provisions may not be voided, modified nor waived by a related ISA unless otherwise expressly provided herein:

- A. **High School to Provide Support Services.** High School will do the following as it pertains to high school records: provide personnel to perform clerical services and services associated with outreach activities, recruit students, assess and verify the enrollment of qualified students, assist with processing student applications, and other related services as may be necessary.
- B. **High School is Responsible for its Own Personnel.** High School's personnel will perform these services on duty time. High School personnel performing these services will be employees solely of High School, subject to the authority of High School, but will also be subject to the direction of College, specifically with regard to their duties pertaining to teaching the college course according to the COR. All instructors will be evaluated according to the contractual agreed evaluation schedule: twice in the first three semesters of teaching by the College dean (or designee) and a college faculty, and after that each semester of teaching by a peer college faculty member.

IX. **Instructors.** These provisions may not be voided, modified nor waived by a related ISA unless otherwise expressly provided herein:

- A. **College to Select Instructors.** College may select instructors from High School personnel nominated by the High School, or other sources. High School personnel will perform instructional duties on duty time. High School personnel selected to be instructors remain employees solely of the High School, subject to the authority of the High School, but will also be subject to the authority of College, specifically with regard to their duties as instructors of the College approved course. College will exercise this authority in consultation with the High School.
- B. **High School May Nominate Instructors.** High Schools shall ensure that all instructor nominees are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the courses. High School shall ensure that all instructor/staff nominees possess any certificates of other training indicia that may be required. College will check the minimum qualifications of the nominees, and interview qualified nominees, as per College Admin Regulation 7121.
- C. **College Shall Determine Instructor Requirements.** College shall determine the number of instructors, and the subject areas of instruction. The ratio of instructors to students will be determined in consultation with the High School.
- D. **High School is Responsible for its Own Personnel.** High School's personnel will perform these services on duty time. High School personnel performing their services will be employees solely of High School, subject to the authority of High School, but will also be subject to the direction of College, specifically with regard to their duties pertaining to the Courses described in the related ISAs. College has the primary right to control and direct such activities.
- E. **Orientation Meeting.** Instructors shall attend an orientation meeting or any other meeting with faculty pertaining to the dual enrollment class or pathway if scheduled and College shall provide manuals, CORs, curriculum materials, and testing and grading procedures as necessary.

X. **Curriculum and Student Learning Outcomes.**

- A. College shall develop the student learning outcomes, curriculum, CORs, and instructional methods in accordance with any applicable recommendations and guidelines offered by College

and also in compliance with standards set out in Title 5 of the California Code of Regulations. Student Learning Outcomes, curriculum, CORs, and instructional methods are subject to advance approval/revision by College.

- B. All Courses must be approved by College's Board of Trustees or College personnel to whom this authority has been duly delegated. CORs must meet the course standards set out in Title 5 of the California Code of Regulations and must be approved by College's Curriculum Committee.
- C. All relevant course information and proposed CORs shall be developed and submitted to College for approval/revision no later than 30 days prior to the projected start date of a particular class or program session.

XI. Instruction. The instructional services provided by High School personnel shall include development of appropriate lectures. The lectures will conform to the approved curriculum and CORs and recommendations of experienced College instructors. Instructional presentations shall incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or specialized equipment for vocational courses.

All instructional presentations, including practical demonstrations and demonstrations of vocational equipment, are subject to the advance approval of College.

XII. Reporting. The College and its partner agree to report the following information:

- A. The total number of High School pupils by school site enrolled in each CCAP partnership agreement, aggregated by gender and ethnicity.
- B. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
- C. The total number and percentage successful course completions, by course category and type and by school site, of CCAP partnership participants.
- D. The total number of FTES generated by CCAP partnership participants.

XIII. Workers' Compensation.

- A. High School shall be the "primary employer" for all its personnel who perform services as instructors and support staff. High School shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective High School personnel made in connection with performing services and receiving instruction under this CCAP Agreement or any related ISA. High School agrees to hold harmless, indemnify, and defend College from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by High School personnel connected with providing services under this CCAP Agreement or any related ISA. High School is not responsible for non-High School personnel who may serve as instructors or students who are not affiliated with the High School. These provisions may not be voided, modified nor waived by a related ISA.
- B. College shall be the "primary employer" for all its personnel who perform services under this CCAP Agreement. College shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective personnel made in connection with performing services under this CCAP Agreement or any related ISA. College agrees to hold harmless, indemnify, and defend High School from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by College personnel connected with providing services under this CCAP Agreement or any related ISA. College is not responsible for non-College personnel who may serve as instructors or students who are

not affiliated with services provided under this CCAP Agreement. These provisions may not be voided, modified nor waived by a related ISA.

XIV. Indemnification.

- A. High School shall defend, hold harmless, and indemnify College, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this CCAP Agreement or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of High School, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- B. College shall defend, hold harmless, and indemnify High School, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this CCAP Agreement or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of College, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- C. This indemnity shall survive termination of this CCAP Agreement or any related ISA, and/or final payment hereunder and is in addition to any other rights or remedies that High School or College may have under law and/or otherwise.
- D. All indemnification under this CCAP Agreement shall be apportioned on a comparative basis taking into account the relative factors of all persons contributing to such claim or loss. An indemnifying Party shall only be liable for that portion of the total indemnified claim or loss that ~~its negligent acts or omissions bear to the negligent acts and omissions of all persons contributing to such total indemnified claim or loss.~~
- E. These provisions may not be voided, modified nor waived by any related ISA

XV. Insurance Requirements.

- A. Each party shall obtain, pay for, and maintain in effect during the life of this CCAP Agreement the following policies of insurance:
 - (1) Commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this CCAP Agreement or the general aggregate limit shall be twice the required occurrence limit;
 - (2) Sexual abuse and molestation insurance which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$1,000,000 per wrongful act and \$2,000,000 aggregate. This coverage may be provided as an endorsement to the commercial general liability policy or under a separate policy and must be written on an "occurrence" and not on a claims made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit;

(3) Commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence;

(4) Professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate; and

(5) Workers' compensation and employer's liability insurance. Workers' compensation coverage must be at least as broad as that which is required by the State of California, with statutory limits. Employer's liability insurance must not be less than \$1,000,000 per accident for bodily injury or disease.

- B. Unless placed through a public liability self-insurance pool, all insurance required herein is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by District, and must be authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Line Insurers ("LASLI") is maintained by the California Department of Insurance at <http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/>.
- C. Each party's commercial general liability and sexual abuse and molestation policies shall contain an endorsement naming the other party, and its governing board, officials, employees, agents, and volunteers as an additional insured insofar as this CCAP Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.
- D. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this CCAP Agreement.
- E. Any self-insurance program or self-insured retention applicable to any of the coverages required herein must be declared to and approved separately in writing by the other party.
- F. These provisions may not be voided, modified nor waived by a related ISA.

XVI. Discrimination and Harassment. Each party agrees that it is in compliance with title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq. and 2000e et seq.), title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.), section 504 of the federal Vocational Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Age Discrimination Act (42 U.S.C. § 6101), the U.S. Presidential Executive Order 11246 and subsequent amendments (if applicable), California Fair Employment and Housing Act (Gov. Code, §§12900 et seq.), the California Unruh Civil Rights Act (Civ. Code, §§ 51-53), and all applicable state and federal health and safety regulations.

XVII. Complaints. The parties will follow Addendum I regarding any complaints that may arise from or relate to this Agreement.

XVIII. Disabled Students Programs & Services (DSP&S). When a student is considering enrolling in a dual enrollment course, it is the responsibility of the high school to provide information to the student regarding their rights to receive academic adjustments, auxiliary aids, services and/or instruction in college courses. It is also the responsibility of the high school to assist the student in connecting with the DSP&S office for the college through which the dual enrollment course is being offered.

XIX. Entire Agreement. This CCAP Agreement and any related ISAs constitute the entire agreement

between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No party has been induced to enter into this CCAP Agreement by, nor is any party relying on, any representation or promise outside those expressly set forth in this CCAP Agreement and any related ISA.

- XX. **Amendment.** The provisions of this CCAP Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
- XXI. **Waiver.** Unless otherwise precluded by the terms of this CCAP Agreement, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.
- XXII. **Assignment.** Neither party may assign any rights or benefits or delegate any duty under this CCAP Agreement without written consent of the other party. Any purported assignment without written consent shall be void.
- XXIII. **Parties in Interest.** Nothing in this CCAP Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third person to any party to this agreement, nor shall any provision give any third person any right to subrogation or action against any party to this agreement.
- XXIV. **Severability.** If any provision of this CCAP Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- XXV. **Notices.** Any notice under this CCAP Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
- XXVI. **Authority to Enter Into Agreement.** Each party to this CCAP Agreement represents and warrants that it has the full power and authority to enter into this agreement and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this agreement.
- XXVII. **Status of the Parties.** Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. High School shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this CCAP Agreement and any related ISA. High School shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this agreement and any related ISA.

High School shall be free to perform similar services for others while under contract with College. Nothing in this CCAP Agreement shall prohibit High School from taking on other jobs or performing services for other entities. The parties agree that in performing the services specified in this agreement, High School shall act as independent contractors.

XXVIII. Retention and Audit of Records. Each party shall maintain records pertaining to this CCAP Agreement and related ISAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

XXIX. Governing Law and Venue. This CCAP Agreement will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this agreement shall be Fresno County, California.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

AGREED TO AND ACCEPTED:

AGREED TO AND ACCEPTED:

STATE CENTER COMMUNITY COLLEGE
DISTRICT

Kingsburg Joint Union High
SCHOOL DISTRICT.

By: Ms. Cheryl Sullivan
Vice Chancellor, Finance and Administration
1171 Fulton Street, Floor 5
Fresno, California 93721
(559) 243-7112

By: Name *Mr. Don Shoemaker*
Title: Superintendent
Address/Street *1900 18th Avenue*
City/State/Zip *Kingsburg CA 93631*
Phone Number *(559) 847-7721*

Date

Date

Addendum I

California Education Code section 76004 subdivision (c) (1) requires the parties to establish protocols for sharing information in compliance with applicable state and federal privacy laws. This Addendum provides protocols for sharing information about complaints that may be related to, or arise from, the Agreement.

Complaints solely between [K12 DISTRICT] employees will be handled pursuant to [K12 DISTRICT's] internal procedures. Complaints solely between SCCCD employees will be handled pursuant to SCCCD's internal procedures. The Parties will follow the process below for: (a) complaints between [K12 DISTRICT] and SCCCD employees; and (b) for complaints made by or against a [K12 DISTRICT] student arising from or related to the Agreement.

- 1) This procedure applies to complaints received by [K12 DISTRICT] or SCCCD.
- 2) The party receiving the complaint will:
 - a) Notify the other party and provide the other party with the written complaint within 72 hours of receipt of the complaint.
 - b) Comply with any reporting requirements under state and federal statutes or regulations.
- 3) The parties will cooperate to comply with statutory and regulatory reporting, investigation, and privacy requirements under the Education Code, Title IX, the Family Educational Rights and Privacy Act, Title 5 of the California Code of Regulations, and any other law. The parties understand that they may be required to conduct a formal investigation within regulatory timelines.
- 4) Within three business days or as otherwise required by law, the parties will meet and confer to attempt to reach an agreement on: (a) whether an investigation is required and if so, the type of investigation; (b) whether to conduct a joint investigation or separate investigations; (c) the scope of the investigation; and (d) sharing the costs of the investigation. If the parties cannot reach an agreement on a joint investigation, each party may conduct its own investigation. If the parties conduct separate investigations, they will notify each other of the names of their investigators.
- 5) The parties will cooperate and make their employees and students available to the joint investigator and their separate investigators. For joint investigations, the parties will share all relevant information. For separate investigations, the parties may share relevant information.
- 6) Interviews of employees and students will comply with rights and protections afforded under state or federal law, as applicable, including rights under collective bargaining unit agreements, as applicable.
- 7) For joint investigations, the investigator will prepare a report and provide it to both parties. The report will set forth findings as to each allegation and the basis for the findings. The parties will share all materials from a joint investigation subject to the confidentiality requirements of this Agreement. The parties may, but are not required, to share their separate investigation reports subject to the confidentiality requirements of this Agreement.
- 8) The parties will keep all information and documents related to investigations confidential to the fullest extent permitted by law. The confidentiality requirements under this Agreement do not restrict the parties from using investigation reports, information, and materials in connection with employee discipline, student discipline, or defending against third party claims.
- 9) Activities related to an investigation shall not waive the attorney-client privilege, attorney work product protection, or any other privilege or protection to which the parties may be entitled.

- 10) All information, communications, documents, and other materials that the parties, their respective counsel, or investigators receive from or provide to each other in connection with an investigation shall constitute confidential, privileged information that is being shared and disclosed for the common goal of undertaking a joint investigation. Such information shall not be disclosed to third parties without the other party's prior written consent, or unless required pursuant to applicable law, rule, or regulation, valid subpoena, or court order.
- 11) Except as expressly provided herein, all information obtained by a party, its counsel, or investigator from the other party, its counsel, or investigator, is provided solely for the use of the receiving party in completing an investigation. All information will remain protected from disclosure to third parties pursuant to the attorney-client privilege, attorney work product doctrine, joint defense privilege, and any other applicable privilege or immunity.
- 12) If a subpoena, written discovery demand, motion, or other legal process seeks to compel the disclosure of any reports or information prepared pursuant to an investigation, the receiving party shall promptly notify the other party and shall cooperate fully with the other party in opposing the disclosure, unless the parties agree in writing to make the disclosure.
- 13) All confidentiality paragraphs and requirements shall survive the termination of this Agreement.



**STATE CENTER
COMMUNITY COLLEGE DISTRICT**

Fresno City College | Reedley College | Clovis Community College
Madera Community College Center | Oakhurst Community College Center

AB-288 College and Career Access Pathway -

Name of Pathway: Agricultural Mechanics (VROP)

Total number of students to be served (per year): 30

The total annual FTES to be claimed: 5

High School Courses		
9th	Fall	HS GRAD REQUIREMENTS
	Spring	
10th	Fall	
	Spring	
11th	Fall	
	Spring	
12th	Fall	
	Spring	

College Courses		
9th	Fall	
	Spring	
10th	Fall	
	Spring	
11th	Fall	
	Spring	MAG 41
12th	Fall	
	Spring	MAG 44

Section Number:	To Be scheduled
College Courses:	MAG 41, MAG 44
Days:	To be determined
Times:	Within the regular school Day (8:00a.m.-3:30p.m.)
Location:	Kingsburg High School
Listing:	RC-WebAdvisor-Restricted
Terms:	(Fall & Spring, No summer)

Criteria to assess students to benefit from pathway:
 The high school principal or counselor will acknowledge having reviewed the academic record of the students and certify that the students demonstrate adequate preparation and can benefit from advanced scholastic education. This verification will be provided on the required dual enrollment packet for each student.
 (Education Code 48800 (a))

Point of Contact:	Name	Email	Phone number:
Reedley College:	Bonita Gomez	bonita.gomez@reedleycollege.edu	(559) 494-3502
VROP:	Maria Meraz	maria.meraz@reedleycollege.edu	(559) 876-2122
Kingsburg High School:	Kerry Peterson	kpeterson@kingsburghigh.com	(559) 897-5156 x 2198



**STATE CENTER
COMMUNITY COLLEGE DISTRICT**

Fresno City College | Reedley College | Clovis Community College
Madera Community College Center | Oakhurst Community College Center

AB-288 College and Career Access Pathway -

Name of Pathway: Criminal Justice (VROP)

Total number of students to be served (per year): 60

The total annual FTES to be claimed: 6

High School Courses		
9th	Fall	HS GRAD REQUIREMENTS
	Spring	
10th	Fall	
	Spring	
11th	Fall	
	Spring	
12th	Fall	
	Spring	

College Courses		
9th	Fall	
	Spring	
10th	Fall	
	Spring	
11th	Fall	
	Spring	CRIM 1
12th	Fall	
	Spring	CRIM 8

Section Number:	To Be scheduled
College Courses:	CRIM 1, CRIM 8
Days:	To be determined
Times:	Within the regular school Day (8:00a.m.-3:30p.m.)
Location:	Kingsburg High School
Listing:	RC-WebAdvisor-Restricted
Terms:	(Fall & Spring, No summer)

Criteria to assess students to benefit from pathway:

The high school principal or counselor will acknowledge having reviewed the academic record of the students and certify that the students demonstrate adequate preparation and can benefit from advanced scholastic education. This verification will be provided on the required dual enrollment packet for each student.
(Education Code 48800 (a))

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Reedley College:	Bonita Gomez	bonita.gomez@reedleycollege.edu	(559) 494-3502
VROP:	Maria Meraz	maria.meraz@reedleycollege.edu	(559) 876-2122
Kingsburg High School	Kerry Peterson	kpeterson@kingsburghigh.com	(559) 897-5156 x 2198



STATE CENTER
COMMUNITY COLLEGE DISTRICT

Fresno City College | Reedley College | Clovis Community College
Madera Community College Center | Oakhurst Community College Center

AB-288 College and Career Access Pathway -

Name of Pathway: Environmental Horticulture (VROP)

Total number of students to be served (per year): 20

The total annual FTES to be claimed: 2

High School Courses		
9th	Fall	HS GRAD REQUIREMENTS
	Spring	
10th	Fall	
	Spring	
11th	Fall	
	Spring	
12th	Fall	
	Spring	

College Courses		
9th	Fall	
	Spring	
10th	Fall	
	Spring	EH 37
11th	Fall	
	Spring	
12th	Fall	
	Spring	

Section Number:	To Be scheduled
College Courses:	EH 37
Days:	To be determined
Times:	Within the regular school Day (8:00a.m.-3:30p.m.)
Location:	Kingsburg High School
Listing:	RC-WebAdvisor-Restricted
Terms:	(Fall & Spring, No summer)

Criteria to asses students to benefit from pathway:

The high school principal or counselor will acknowledge having reviewed the academic record of the students and certify that the students demonstrate adequate preparation and can benefit from advanced scholastic education. This verification will be provided on the required dual enrollment packet for each student.

(Education Code 48800 (a))

Point of Contact:	Name	Email	Phone number:
Reedley College:	Bonita Gomez	bonita.gomez@reedleycollege.edu	(559) 494-3502
VROP:	Maria Meraz	maria.meraz@reedleycollege.edu	(559) 876-2122
Kingsburg High Schoo	Kerry Peterson	kpeterson@kingsburghigh.com	(559) 897-5156 x 2198



STATE CENTER
COMMUNITY COLLEGE DISTRICT

Fresno City College | Reedley College | Clovis Community College
Madera Community College Center | Oakhurst Community College Center

AB-288 College and Career Access Pathway -

Name of Pathway: Patient Care (VROP)

Total number of students to be served (per year): 30

The total annual FTES to be claimed: 10

High School Courses		
9th	Fall	HS GRAD REQUIREMENTS
	Spring	
10th	Fall	
	Spring	
11th	Fall	
	Spring	
12th	Fall	
	Spring	

College Courses		
9th	Fall	
	Spring	
10th	Fall	
	Spring	
11th	Fall	
	Spring	
12th	Fall	
	Spring	NAT 101

Section Number:	To Be scheduled
College Courses:	NAT 101
Days:	To be determined
Times:	Within the regular school Day (8:00a.m.-3:30p.m.)
Location:	Kingsburg High School
Listing:	RC-WebAdvisor-Restricted
Terms:	(Fall & Spring, No summer)

Criteria to assess students to benefit from pathway:
 The high school principal or counselor will acknowledge having reviewed the academic record of the students and certify that the students demonstrate adequate preparation and can benefit from advanced scholastic education. This verification will be provided on the required dual enrollment packet for each student.
 (Education Code 48800 (a))

Point of Contact:	Name	Email	Phone number:
Reedley College:	Bonita Gomez	bonita.gomez@reedleycollege.edu	(559) 494-3502
VROP:	Maria Meraz	maria.meraz@reedleycollege.edu	(559) 876-2122
Kingsburg High School:	Kerry Peterson	kpeterson@kingsburghigh.com	(559) 897-5156 x 2198

ISSUE: Presented to the Board is the 2021-2022 Summer School Master Schedule.

ACTION: Approve or deny the 2021-2022 Summer School Master Schedule.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

KINGSBURG HIGH SCHOOL * SUMMER SCHOOL 2022

Semesters: Semester 1: 6/6-6/16, Semster 2: 6/20-6/30

Teacher	Subject	#s
Harvey, Ken	Math 1	
Avila, Fernando	U.S. History	
Jensen, Mark	U.S. History	
Lovejoy, John	World History	
Carbajal, Frank	World History	
Ayers, Nate	World/US Rec	
Comstock, Nicole	Health	
Moreno, Clemente	Health	
Hall, Jon	Health	
Peterson, Darin	Health	
Wilson, Dave	Health	
Vallenari, Laura	English Rec	
Swenning, Joelle	English Rec	
Cranford, Jim	P.E.	
Cranford, Marci	P.E.	
Hodges, Scott	E. Science Rec	
Klair, Satinder	Biology Rec	
Carrasco, Lori	Edgenuity	
Support Staff	Role	
Hale, Vickie (Weeks 1-4)	Registrar	
Phelan, Ryan (Weeks 1-4)	Principal	
Schutz, Lora (Weeks 1-4)	Edgenuity Lead	
Warkentin, Michelle (Weeks 1,2)	A.P.	
VanderVelde, Elizabeth (Weeks 1-4)	Special Ed Support	
Wilson, Heather (Weeks 1,2)	A.P.	

ISSUE:

Presented to the Board are resolutions for teachers who will be teaching courses during summer school for 2021-2022.

The following teachers hold valid California Multiple Subject teaching credentials and have 9 upper division or combined 18 upper and lower division units in physical education. This enables them to teach Health & Wellness or World History under Local Assignment Option Education Code 44263.

#R35-2122	John Lovejoy	World History
#R36-2122	Nicole Comstock	Heath Wellness
#R37-2122	Clemente Moreno	Health Wellness
#R38-2122	Jon Hall	Heath Wellness
#R39-2122	Darin Peterson	Health Wellness
#R40-2122	Dave Wilson	Health Wellness

ACTION:

Approve or deny the Local Assignment Options for the above named teachers to teach summer school for 2021-2022.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
 Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

1900 – 18TH Avenue • Kingsburg, CA 93631 • (559) 897-7721 • FAX (559) 419-6404

Don Shoemaker, Superintendent

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

COPY

BOARD RESOLUTION #R35-2122

John Lovejoy, holds a valid California Multiple Subject teaching credential and has official transcripts to show that he has 9 upper division or combined 18 upper and lower division units in Social Science. This enables him to teach World History under Local Assignment Option Education Code 44263.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Kingsburg Joint Union High School District, at a regular meeting held on May 16, 2022, has appointed John Lovejoy to teach World History during the 2021-2022 Summer School session.

ADOPTED this 16th day of May 2022 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Mike Serpa, Clerk

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

1900 – 18TH Avenue • Kingsburg, CA 93631 • (559) 897-7721 • FAX (559) 419-6404

Don Shoemaker, Superintendent

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

COPY

BOARD RESOLUTION #R36-2122

Nicole Comstock, holds a valid California Multiple Subject teaching credential and has official transcripts to show that he has 9 upper division or combined 18 upper and lower division units in Health. This enables her to teach Health & Wellness under Local Assignment Option Education Code 44263.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Kingsburg Joint Union High School District, at a regular meeting held on May 16, 2022, has appointed Nicole Comstock to teach Health & Wellness during the 2021-2022 Summer School session.

ADOPTED this 16th day of May 2022 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Mike Serpa, Clerk

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

1900 – 18TH Avenue • Kingsburg, CA 93631 • (559) 897-7721 • FAX (559) 419-6404

Don Shoemaker, Superintendent

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

COPY

BOARD RESOLUTION #R37-2122

Clemente Moreno, holds a valid California Multiple Subject teaching credential and has official transcripts to show that he has 9 upper division or combined 18 upper and lower division units in physical education. This enables him to teach Health and Wellness under Local Assignment Option Education Code 44263.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Kingsburg Joint Union High School District, at a regular meeting held on May16, 2022, has appointed Clemente Moreno to teach Health and Wellness during the 2021-2022 Summer School session.

ADOPTED this 16th day of May 2022 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Mike Serpa, Clerk

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

1900 – 18TH Avenue • Kingsburg, CA 93631 • (559) 897-7721 • FAX (559) 419-6404

Don Shoemaker, Superintendent

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

COPY

BOARD RESOLUTION #R38-2122

Jonathan Hall, holds a valid California Multiple Subject teaching credential and has official transcripts to show that he has 9 upper division or combined 18 upper and lower division units in physical education. This enables him to teach Health and Wellness under Local Assignment Option Education Code 44263.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Kingsburg Joint Union High School District, at a regular meeting held on May 16, 2022, has appointed Jonathan Hall to teach Health/Wellness during the 2021-2022 Summer School session.

ADOPTED this 16th day of May 2022 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Mike Serpa, Clerk

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

1900 – 18TH Avenue • Kingsburg, CA 93631 • (559) 897-7721 • FAX (559) 419-6404

Don Shoemaker, Superintendent

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

COPY

BOARD RESOLUTION #R39-2122

Darin Peterson, holds a valid California Multiple Subject teaching credential and has official transcripts to show that he has 9 upper division or combined 18 upper and lower division units in physical education. This enables him to teach Health and Wellness under Local Assignment Option Education Code 44263.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Kingsburg Joint Union High School District, at a regular meeting held on May 16, 2022, has appointed Darin Peterson to teach Health/Wellness during the 2021-2022 Summer School session.

ADOPTED this 16th day of May 2022 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Mike Serpa, Clerk

KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

1900 – 18TH Avenue • Kingsburg, CA 93631 • (559) 897-7721 • FAX (559) 419-6404

Don Shoemaker, Superintendent

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

COPY

BOARD RESOLUTION #R40-2122

David Wilson holds a valid California Multiple Subject teaching credential and has official transcripts to show that he has 9 upper division or combined 18 upper and lower division units in physical education. This enables him to teach Health and Wellness under Local Assignment Option Education Code 44263.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Kingsburg Joint Union High School District, at a regular meeting held on May 16, 2022, has appointed David Wilson to teach Health/Wellness during the 2021-2022 Summer School session.

ADOPTED this 16th day of May 2022 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Mike Serpa, Clerk

Ryan Phelan, Principal Kingsburg High School ♦ Ryan Waltermann, Director of Alternative Education

ISSUE:

Presented to the Board is the Overnight Trip Girls Varsity Soccer Team to Newport Harbor High School for the Newport Harbor Invitational and Southern California Invitational Tournament December 1 – 3, 2022.

ACTION:

Approve or deny the Overnight Trip Girls Varsity Soccer Team to Newport Harbor High School for the Newport Harbor Invitational and and Southern California Invitational Tournament December 1 – 3, 2022.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____	Second _____	Vote _____
Thomsen: _____	Nagle: _____	Lunde: _____
	Serpa: _____	Jackson: _____

**KINGSBURG HIGH SCHOOL
ATHLETIC OVERNIGHT TRIP**

Date: May 4, 2022

Team requesting/organizing trip: Varsity Girls Soccer

Date of trip: December 1-3

Destination: Newport Harbor High School

Departure Date and Time: December 1 at 8:00am

Return Date and Time: December 3 at 8:00pm

Purpose of Trip/Tournament Names: Newport Harbor Invitational. Southern California Invitational Tournament vs State Playoff caliber teams. Purpose: Opportunity to play out of section teams in order to prepare for state playoff competition. We will also be visiting two Universities, TBD. Previous Universities Attended: UC Irvine, The Master's University and Vanguard University. Typically, the Women's Soccer Coach provides our team a tour of the University and the soccer facilities.

Student Names/Number of Students: Varsity Soccer Team. Typically, approximately 20-24 student-athletes.

Chaperones/Coaches Attending: Varsity Assistant Coaches, as well as many of the parents of the student-athletes.

Hotels Reserving/Cost: Embassy Suites in Newport area. Up to 4 players per room. Cost per room approximately \$200. Six rooms will be reserved for student-athletes. Total cost approximately \$1200 for the student-athlete hotel rooms.

Transportation Needed: We are requesting 2 school SUV's. A few parents will also be driving their own vehicles.

Funding Source: Kingsburg Girls Soccer Boosters within the Kingsburg Athletic Foundation

**Please return to Scott Hodges, Athletic Director, at shodges@kingsburghigh.com
Documentation will be placed before the KJUHS Board for approval.**

ISSUE:

Presented to the Board is the Overnight Trip Men's Water Polo to the Granite Bay Tournament September 23- 24, 2022.

ACTION:

Approve or deny the Overnight Trip Men's Water Polo to the Granite Bay Tournament September 23- 24, 2022.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

**KINGSBURG HIGH SCHOOL
ATHLETIC OVERNIGHT TRIP**

Date: 05-4-2022

Team requesting/organizing trip: Men's Water Polo

Date of trip: 09-23-2022 , 09-24-2022

Destination: 2 days

Departure Date and Time: 09-23 @ 7am

Return Date and Time: 09-24 @ 8pm

Purpose of Trip/Tournament Names: Granite Bay Tournament - to compete with high level teams than the valley can offer.

Student Names/Number of Students: 15-20 students! Tryouts and team undecided

Chaperones/Coaches Attending: Luka Pavlina, Erik Schlick, and maybe Justin Wood

Hotels Reserving/Cost: Airbnb (500\$) EST.

Transportation Needed: 2-3 School vans

Funding Source: Aquatic Boosters / Fundraising

**Please return to Scott Hodges, Athletic Director, at shodges@kingsburghigh.com
Documentation will be placed before the KJUHSD Board for approval.**

ISSUE: Presented to the Board is the 2022-2023 Staff Handbook.

ACTION: Approve or deny the 2022-2023 Staff Handbook.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

Final Changes to Staff Handbook 2022-2023:

- Pg. 13 Substitute Teacher Prep – Updated language to “If you will not be returning the next day” and “Absent in advance”.
- Pg. 16 Use of Private Vehicles - Updated language to include needed forms
- Pg. 31 Injury & Illness Prevention Program information
- Pg. 34 Lactation Accommodation Information and Policy at end of document.
- Pg. 34 TB Spread additional language added
- Pg. 48 Notice of Employee Rights Under Title IX
- Pg. 31 KJUHSD Injury & Illness Prevention Program
- Pg. 85 Employee Rights Under the Family & Medical Leave Act
- Pg. 86 Board Policy 4033: Lactation Accommodation
- Overall updates to language: Library/Media Usage; Technical Support; Travel Policy; Workers Compensation; BP AR Uniform Complaint Procedures; Updated all BP & AR policies; Employee Notifications.

ISSUE: Presented to the Board is the 2022-2023 KHS Student Parent Handbook.

ACTION: Approve or deny the 2022-2023 KHS Student Parent Handbook.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

Changes Student Parent Handbook

- Pg. 11 Travel Study Program
- Pg. 15 Use of Private Vehicles
- Pg. 22 Short-Term Travel Study
- Pg. 35 Disciplinary Considerations Graduation
- Pg. 71 Title IX Student Rights & Policy

General:

Sexual Harassment Policy 5145.7 Updated
Uniform Complaint Procedures 1312.3 Updated
Parental Notifications section updated

ISSUE:

Presented to the Board is the 2022-2023 OASIS and Kingsburg Independent Study Handbooks.

ACTION:

Approve or deny the 2022-2023 OASIS and Kingsburg Independent Study Handbooks.

RECOMMENDATION:

Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

ISSUE: Presented to the Board is the 2022-2023 Athletic Handbook.

ACTION: Approve or deny the 2022-2023 Athletic Handbook.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

ISSUE:

Presented to the Board is the 2022-2023 Agreement to Provide Food Service Between Selma Unified School District and Kingsburg Joint Union High School District.

ACTION:

Approve or deny the 2022-2023 Agreement to Provide Food Service Between Selma Unified School District and Kingsburg Joint Union High School District.

RECOMMENDATION:

Recommend approval.

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

**AGREEMENT TO PROVIDE FOOD SERVICE
BETWEEN SELMA UNIFIED SCHOOL DISTRICT AND
KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
2022-2023**

COPY

This Agreement is for the purpose of providing lunches, which meet the National School Lunch Program meal requirements, for Kingsburg Joint Union High School District (KJUHSD) from Selma Unified School District (SUSD).

1. SUSD will vend lunches which meet the National School Lunch Program meal pattern requirements. These meals will follow the same pattern as the meals prepared for SUSD. The menu pattern provided will be Enhanced Food Based Menus Planning (EFBMP) with the Offer versus Serve requirements for lunches as established by the United States Department of Agriculture (USDA).
2. SUSD will maintain all necessary records on the nutritional components and quantities of the lunches delivered (Transport Records) to KJUHSD and make said records available for inspection by State and Federal authorities upon request.
3. SUSD will provide the necessary eating utensils, straws, and napkins in sufficient quantity for the number of meals ordered.
4. SUSD will prepare lunches at Selma High School. This preparation site will maintain the appropriate state and local health certifications for the facility.
5. The number of lunches prepared by SUSD will be determined by the quantity ordered by KJUHSD.
6. KJUHSD will notify Selma High via email at jhoopes@selausd.org of the quantity of lunches needed no later than 9:00 a.m. each day. Selma High School will confirm receipt of the order. KJUHSD will be required to accept and pay for the number of lunches ordered but not served. Special scheduling of lunch serving times and/or an unusual increase or decrease in the number of meals required would require one (1) week advance notice. Sack lunches for field trips and other special event foods may be arranged with an agreed pricing/timeline schedule.
7. SUSD can provide services to KJUHSD for a per meal charge of \$3.00. The lunch will include up to 3 entrées, fruit (usually fresh), vegetable, two (2) bread items per day, and milk (1% white or non-fat chocolate - strawberry milk will not be offered). Additional milk charges will be \$0.40 per half pint. Offer versus Serve will be maintained and tracked for all meal components by KJUHSD.
8. SUSD will vend assorted fruits and vegetables four (4) days per week to meet the required fruit and vegetable requirement, and ½ cup of legumes one (1) day per week. KJUHSD will

be responsible for managing the Offer versus Serve distribution and meeting all of the USDA meal requirements or reimbursement for the week.

9. KJUHS D will provide all of the equipment and personnel necessary to transport the lunches to KJUHS D, including vehicle, driver and temperature controlled food boxes. KJUHS D will provide all personnel necessary to accept delivery, serve, clean up and supervise the consumption of the lunches. KJUHS D is responsible for all point of service meal counts and completion of all documents required by the National School Lunch Program, including making claim for reimbursements.
10. SUSD will be responsible for the condition or care of said meals until KJUHS D picks up food. KJUHS D will be responsible for maintaining the proper temperature of the lunch components until they are consumed.
11. KJUHS D shall clean and return the following weekday any and all property owned by SUSD.
12. No later than one (1) week prior to the end of each month, SUSD will provide to KJUHS D a monthly menu covering the lunches to be served for the following month.
13. SUSD will submit to KJUHS D itemized invoices for the lunches delivered. The invoices will be for the full cost of the lunch plus any additional items ordered, including, but not limited to, milk, snack items, additional utensils, supplies, catering, etc. SHS will submit payment to SUSD in such form as required by SUSD on or before the last day of the following month.
14. All applications and eligibility requirements will be handled at the site by KJUHS D, and are subject to audit.
15. Commodity Entitlement from KJUHS D will be made available to SUSD for the use of offsetting the cost of meals produced through a commodity contract following the National School Lunch food distribution program guidelines.
16. SUSD will provide KJUHS D with sack lunches which meet the National School Lunch Program meal requirements for field trips when requested at least five (5) working days in advance. The cost per lunch will remain the same as for the regular lunches.
17. Gifts or exchanges of commodities are not permitted. Until it is consumed by the student, the food prepared remains the property of the state and federal governments.
18. SUSD will comply with all applicable Federal, State and Local statutes and regulations with regard to the preparation and consumption of lunches which meet the National School Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of lunches and nondiscrimination. All records maintained by SUSD and KJUHS D with bearing to the

agreement will be open to inspection by proper Federal, State, and Local authorities in accordance with applicable statutes and regulations.

TERM

This Agreement shall become effective on the 1st day of August, 2022 and shall terminate on the 30th day of June 2023. The Agreement shall automatically renew for subsequent one year periods unless either party gives the other written notice of termination at least sixty (60) days prior to expiration of the then-current term.

Selma Unified School District

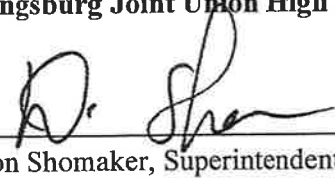


Andrea Affrunti, Assistant Superintendent

4/22/22

Date

Kingsburg Joint Union High School District



Don Shomaker, Superintendent

Date

ISSUE:

Presented to the Board is Resolution #43-2122 Declaration of Rural Status for Purpose of Exemption From Senate Bill 328. This senate bill prohibits school day for high schools from beginning earlier than 8:30 a.m., where Education Code Section 46148, exempts rural school districts from the required start time.

ACTION:

Approve or deny Resolution #43-2122 Declaration of Rural Status for Purpose of Exemption From Senate Bill 328.

RECOMMENDATION:

Recommend approval.

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____



Kingsburg Joint Union High School District

1900 18th Ave Kingsburg, CA 93631 (559) 897-7721 FAX (559) 419-6404

Don Shoemaker – Superintendent

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

COPY

GOVERNING BOARD OF KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

RESOLUTION: #R43-2122

DECLARATION OF RURAL STATUS FOR PURPOSES OF EXEMPTION FROM SENATE BILL 328 (PORTANTINO)

WHEREAS, Governor Gavin Newsom signed Senate Bill 328, authored by California State Senator Anthony Portantino, on October 13, 2019; and

WHEREAS, Senate Bill 328 went into effect on January 1, 2020 as Chapter 868, Statutes of 2019, and has been codified in California Education Code Section 46148; and

WHEREAS, Education Code Section 46148 prohibits the school day for high schools from beginning earlier than 8:30 a.m. and for middle schools from beginning earlier than 8:00 a.m.; and

WHEREAS, Education Code Section 46148 defines “school day” as having the same meaning as defined by the school district for purposes of calculating average daily attendance in order to compute any apportionments of state funding; and

WHEREAS, Education Code Section 46148 requires that the specified start times need to be implemented by no later than July 1, 2022; and

WHEREAS, Education Code Section 46148 exempts rural school districts from the required start times; and

WHEREAS, Education Code Section 46148 does not include a definition of “rural;” and

WHEREAS, pursuant to Education Code Sections 35160 et seq., the Governing Board of the Kingsburg Joint Union High School District is duly authorized to declare the District as having rural status for purposes of exemption from Education Code Section 46148.

NOW, THEREFORE, the Board of Trustees of the Kingsburg Joint Union High School District hereby resolves, determines, and finds the following:

1. The above recitals are true and correct.
2. In the absence of explicit guidance dictating which local education agencies qualify as rural for purposes of SB 328, the District is left to proactively self-verify its eligibility for the rural exemption.
3. The Board made reasonable and good faith efforts in establishing its rural status and has determined the District’s eligibility for the rural school district exemption set forth in Education Code Section 46148, subdivision (d) based on the above recitals.

4. The Board hereby finds that the Kingsburg Joint Union High School District qualifies as a designated rural school district for purposes of Education Code Section 46148, subdivision (d), therefore exempting the District's high schools from Section 46148's requirements pertaining to school start times.
5. Kingsburg Joint Unified School District has four feeder schools. Three, Traver Joint Elementary, Kings River Union Elementary and Clay Joint Elementary, have National Center for Education Statistics (NCES) data designations of Rural (42), Rural Fringe (41) and Rural Fringe (41) respectively. The fourth feeder school, Rafer Johnson, has Town Fringe (31). Students and their families live in the rural communities associated with these feeder schools and are now enrolled at KJUHS district.
6. Where as "the Office of Rural Health Policy" accepts all non-metro counties as rural and uses an additional method of determining rurality called the Rural-Urban Commuting Area (RUCA) codes... These are based on Census data which is used to assign a code to each Census Tract. Tracts inside Metropolitan counties with codes 4-10 are considered rural.

The KJUHSD has all but one of five census tracts with RUCA codes between four (4) and six (6): 7004- 4; 7202 -4; 7202 -4; 0301 -6. Census tract 7300 -2.

7. The Superintendent or his designee is authorized to take all reasonable actions and execute all documents necessary and appropriate to carry out the purposes of this Resolution.
8. This Resolution shall take effect immediately upon its adoption by the Governing Board.

PASSED AND ADOPTED by the Board of Trustees of the Kingsburg Joint Union High School at its regular meeting held on May 16th, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

President, Board of Trustees: Mr. Rick Jackson
Kingsburg Joint Union High School District

Attest:

Clerk, Board of Trustees: Mr. Mike Serpa
Kingsburg Joint Union High School District

BANK RECONCILIATION REPORT

As of Statement Ending Date: 4/29/2022

Bank Code: A - Cash-Checking-WestAmerica Bank GL Account: 100-00-00 Cash-Checking-WestAmerica Bank

Opening Bank Statement Balance:	186,103.14
Cleared Deposits:	58,294.47
Cleared Checks and Charges:	37,124.79
Cleared Adjustments:	<u>(7,965.66)</u>
Calculated Bank Balance:	199,307.16
Less: Outstanding Checks:	6,956.64
Plus: Deposits In Transit:	0.00
Plus: Uncleared Adjustments:	<u>0.00</u>
Calculated Book Balance:	192,350.52
Actual Book Balance:	<u>192,350.52</u>
VARIANCE:	<u>0.00</u>

Ending Bank Statement Balance:	199,307.16
Calculated Bank Balance:	<u>199,307.16</u>
Out of Balance Amount:	<u>0.00</u>

Prepared by: Karen Osbourne Date: 5.2.2022

Reviewed by: [Signature] Date: 5/2/2022

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 4/1/2022 through 4/30/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Cash Accounts					
100-00-00 Cash-Checking-WestAmerica Bank	179,073.80	50,328.81	37,052.09		192,350.52
105-00-00 CD-WestAmerica Bank	10,011.75				10,011.75
110-00-00 CD-WestAmerica Bank	18,302.41				18,302.41
115-00-00 CD-WestAmerica Bank	10,000.00				10,000.00
120-00-00 Petty Cash	100.00				100.00
910-00-00 Web Store Clearing Bank	29.00				29.00
Total Cash Accounts	217,516.96	50,328.81	37,052.09	0.00	230,793.68
Other Accounts					
004-40-00 SKILLS USA	596.08				596.08
005-40-00 INTRO TO TEACHING	4,157.63				4,157.63
006-40-00 BARISTA PROJECT	453.45				453.45
007-40-00 CNA CLASS	1,449.33	2,110.00	2,760.00	Northern Reg. Testing	799.33
008-40-00 ACADEMIC DECATHLON	437.79				437.79
009-40-00 CLASS 2009	0.00				0.00
010-00-00 CLASS 2010	0.00				0.00
011-40-00 ART OPPORTUNITIES	213.75		103.58		110.17
012-40-00 CLASS 2012	0.00				0.00
013-40-00 CLASS 2013	0.00				0.00
014-00-00 CLASS 2014	0.00				0.00
015-00-00 Class 2015	0.00				0.00
015-40-00 CLASS 2015	0.00				0.00
016-00-00 CLASS 2016	0.00				0.00
017-00-00 CLASS 2017	0.00				0.00
018-00-00 CLASS 2018	0.00				0.00
019-00-00 CLASS 2019	0.00				0.00
020-40-00 Class 2020	204.23				204.23
021-00-00 Class 2021	(9,737.66)	10,906.50			1,168.84
021-40-00 Class 2021	0.00				0.00
001-00-00 DUE TO STUDENT BODY	0.00				0.00
102-30-00 FELLOWSHIP OF CHRISTIAN ATHLET	101.68				101.68
103-40-00 CHESS CLUB	100.00				100.00
104-40-00 LIFE SKILLS	830.19				830.19
105-30-00 Catholics in Action	969.95				969.95
106-10-10 GOLF~BOYS	58.00				58.00
106-10-20 GOLF~GIRLS	573.53				573.53
107-00-00 BAND	0.00				0.00
107-01-00 CHOIR	(93.97)				(93.97)
107-02-00 COLOR GUARD	0.00				0.00
108-00-00 PRE-MED SCHOLARSHIP	0.00				0.00
108-30-00 PRE-MED CLUB	300.00				300.00
109-30-00 A RANDOM KINDNESS	0.00				0.00
109-30-01 FBLA-PRINTING ACCOUNT	0.00				0.00
111-00-00 STUDENT BODY GENERAL	20,354.51	1,889.30	4,469.87	-Coaching Check Dance Supplies Speakers / Mics Helium	17,773.94
111-01-00 SCHOLARSHIP ACCOUNT	18,625.70	2,075.00			20,700.70
111-02-00 SPECIAL PROJECTS	791.99				791.99
112-30-00 VIRTUAL ENTERPRISE	0.00				0.00
113-40-00 LIBRARY OPPORTUNITIES	219.30				219.30
114-30-00 BEYOND BELIEF	0.00				0.00
116-00-00 RIBBONS OF HOPE	916.94		337.01		579.93
117-00-00 PEPSI FUND	366.52				366.52
118-00-00 ENGLISH OPPORTUNITIES	0.00				0.00
119-00-00 PRE-LAW CLUB	0.00				0.00
121-10-00 CONCESSIONS	5,329.08				5,329.08

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 4/1/2022 through 4/30/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
122-10-10 TENNIS~BOYS	0.00				0.00
122-10-20 TENNIS~GIRLS	0.00				0.00
123-10-10 SOCCER~BOYS	0.00				0.00
123-10-20 SOCCER~GIRLS	4,120.12				4,120.12
124-10-00 WEIGHTLIFTING	0.00				0.00
125-10-10 FOOTBALL	755.70				755.70
126-10-00 BASKETBALL	0.00				0.00
127-10-10 BASEBALL	3,587.32	2,342.25		(2,362.00)	3,567.57
128-10-20 SOFTBALL	5,530.63	2,748.00		(2,338.00)	5,940.63
129-10-00 CROSS COUNTRY	1,745.32				1,745.32
130-40-00 AVID	4,199.60				4,199.60
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	14.87				14.87
131-40-00 YEARBOOK	3,689.61	810.00			4,499.61
132-40-00 VIKING VOICE	0.00				0.00
133-30-00 IOTA LAMBDA CHI	1,441.00				1,441.00
134-30-00 MU ALPHA THETA	1,546.50	200.00	110.00		1,636.50
135-00-02 SCI OPPORT-GRANT #2	0.00				0.00
135-40-00 SCIENCE OPPORTUNITIES	972.91				972.91
135-40-01 SCI OPPORT-GRANT #1	0.00				0.00
136-30-00 KEY CLUB	228.86	200.00	73.46		355.40
136-30-01 KEY CLUB-LT GOV FUND	0.00				0.00
137-30-00 CSF	1,432.19				1,432.19
138-10-20 VOLLEYBALL	200.00				200.00
139-00-00 AP OPPORTUNITIES	549.57				549.57
140-30-00 ART CLUB	504.44				504.44
141-00-00 HISTORY OPPORTUNITIES	0.00				0.00
142-00-00 GREEN CLUB	944.31				944.31
145-00-00 FFA	20,251.60	8,213.00	5,607.19	Reimb-Donovan Reimb-Ferguson National FFA	22,857.41
145-01-00 FFA-ORNAMENTAL HORTICULTURE	2,677.71				2,677.71
145-02-00 FFA DONATION ACCOUNT	23,923.63				23,923.63
145-03-00 FFA-LIVESTOCK ACCOUNT	312.61				312.61
145-04-00 FFA-FLORAL DESIGN	2,461.69	3,862.42	182.73		6,141.38
148-10-10 WRESTLING	1,761.89				1,761.89
149-10-00 Jose Valencia Scholarship	0.00				0.00
150-10-00 ATHLETICS	61,775.17	(2,671.66)	9,279.20	4,700.00	54,524.31
150-10-02 ATHLETICS-TOURNAMENT ACCOUNT	367.16			↳ Wrestling Baseball	367.16
151-30-00 MULTI-CULTURAL CLUB	1,540.15			Lini forms Home campus Subscrip.	1,540.15
152-40-00 PEP SQUAD	1,442.17	1,250.72	1,400.00	Um forms	1,292.89
153-40-00 GYM CLOTHES	1,598.68		7.00		1,591.68
158-30-00 FRIDAY NIGHT LIVE	0.00				0.00
159-10-00 AQUATICS	1,086.78		437.00	water Polo Patches	649.78
160-40-00 MATH PROJECT	0.00				0.00
165-00-00 KAEC	53.62				53.62
165-01-00 KAEC OPPORTUNITIES	0.00				0.00
168-30-00 DRAMA CLUB	15,128.93	7,683.89	7,090.92	-Costumes for Sound of music Play Set Play backdrop	15,721.90
170-40-00 SHAKESPEAREAN STUDY TOUR	0.00				0.00
173-30-00 SCIENCE CLUB	116.26				116.26
175-30-00 TEACHERS OF TOMORROW	0.00				0.00
176-10-00 TRACK	4,740.00	4,511.00	4,039.77	Track meet medals / timing	5,211.23
405-00-00 DISTRICT	1,154.36	6,491.78	1,154.36	Tests -AP 1 to 1	6,491.78
900-00-00 Web Store Clearing for Remitt	(506.21)	(2,281.44)			(2,787.65)
920-00-00 Web Store Fees	(1,050.21)	(11.95)			(1,062.16)

Print Date: 05/02/2022

Print Time: 11:32:57AM

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Page: 2

ACCOUNT ANALYSIS REPORT - SUMMARY

Date Range: 4/1/2022 through 4/30/2022

Account Range: ALL

ACCOUNT # AND DESCRIPTION	BEG BALANCE	INCOME	EXPENSE	TRANSFERS	BALANCE
Total Other Accounts	217,516.96	50,328.81	37,052.09	0.00	230,793.68



Jim A. Yovino
Superintendent

fresno county superintendent of schools

11.3

April 28, 2022

Mr. Rick Jackson
Board President
Kingsburg Joint Union High School District
1900 18th Avenue
Kingsburg, CA 93631

Subject: 2021-22 Second Interim Report Certification

Dear Mr. Jackson:

The Fresno County Superintendent of Schools' (County Superintendent's) District Financial Services Department has reviewed the Kingsburg Joint Union High School District's (District's) 2021-22 *Second Interim Report* in accordance with State Criteria and Standards and has reported its findings to the County Superintendent. Based upon this review, the County Superintendent has concurred with the District's **POSITIVE CERTIFICATION**¹ and has reported his findings to the California Department of Education and the State Controller's Office. A "Positive Certification" indicates that, based on current projections, the District "will meet its financial obligations for the current fiscal year and subsequent two fiscal years" (Education Code Section [ECS] 42131(a)(1)). The County Superintendent's concurrence with the District's Positive Certification is based on the information available at the time the District certified its Second Interim Report and may not be indicative of the District's current fiscal position.

Additional information regarding 2022-23 Budgets, Local Control and Accountability Plans, cash management, non-voter-approved debt, and collective bargaining is provided below.

I. 2022-23 BUDGETS – REMINDER REGARDING DISCLOSURE REQUIREMENTS AT BUDGET PUBLIC HEARING

Senate Bill 858 (June 2014) included language that affects annual disclosure of district reserves greater than the minimum standard and also requires caps on reserves the year after the state makes a deposit into the state school reserve established by Proposition 2. Senate Bill 751 (October 2017) amended the law to activate the reserve cap in the fiscal year immediately after a fiscal year in which the amount of moneys in the Public School System Stabilization Account is equal to or exceeds 3% of the combined total of General Fund revenues. **This law has been triggered for the 2022-23 fiscal year**, which means every district with ADA greater than 2,500, must limit their Assigned/Unassigned Reserves to no more than 10%.

¹ A "Positive" certification indicates that a district will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A "Qualified" certification indicates that a district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years. A "Negative" certification will be assigned to any district that will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year (ECS 42131(a)(1)).

Additionally, the requirement to disclose information regarding reserves greater than the minimum standard remains in effect for the 2022-23 budget adoption hearings. Education Code section 42127(a)(2)(B) states that:

*Commencing with budgets adopted for the 2015–16 fiscal year, the governing board of a school district that proposes to adopt a budget, or revise a budget pursuant to subdivision (e), that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties adopted by the state board pursuant to subdivision (a) of Section 33128, shall, **at the public hearing held** pursuant to paragraph (1), provide all of the following for public review and discussion:*

- (i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*
- (ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*
- (iii) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (ii).*

We have posted a “Sample Template for Statement of Reasons for Excess Reserves” form on our website (<http://dfs.fcoe.org/resources>) **for your use in making the necessary disclosures at your budget adoption public hearing**, if applicable. Please contact your District Financial Services Supervisor at (559) 265-3021 if you have any questions about these new disclosure requirements.

We will provide additional information related to 2022-23 budget development once the Governor’s May Revision becomes available in mid-May.

II. 2022-23 LOCAL CONTROL AND ACCOUNTABILITY PLANS

School district budgets have always reflected a district’s goals and priorities, but implementation of the Local Control Funding Formula (LCFF) formalized the alignment of a spending plan and resources to support that plan through development of Local Control and Accountability Plans (LCAPs). As you work on your 2022-23 LCAP, we encourage you to review the County Superintendent’s LCAP website (<http://lcap.fcoe.org/>), the current “Common Message” (<http://dfs.fcoe.org/resources>), and CDE’s LCAP page (<http://www.cde.ca.gov/re/lc/>) as needed for support. You may also contact Marvin Baker, Director of LCAP & Compliance, at (559) 265-4045 or mbaker@fcoe.org.

III. CASH MANAGEMENT

Cash management is a critical component of financial planning in a school district. With the influx of federal relief dollars cash flow has remained favorable for school districts, despite the effects of the global pandemic. However, districts with healthy fund balances and reserves may experience periodic operating

cash shortages. The District should monitor its cash flow continually and plan for short-term interfund or other borrowing options if necessary, to meet operational needs. The District should also ensure that any temporary interfund loans are repaid in accordance with ECS 42603.

IV. NON-VOTER APPROVED DEBT

Pursuant to ECS 17150.1, school districts must disclose information related to non-voter approved debt when that debt is secured by real property. The disclosure must be made to the County Superintendent and the County Auditor at least 30 days prior to Board approval of the debt.

The County Superintendent has prepared a "Disclosure of Non-Voter Approved Debt" form to assist you in meeting the disclosure requirements. The "Disclosure" form, as well as an Excel workbook prepared by the Fiscal Crisis & Management Assistance Team (FCMAT), have been posted here: <http://dfs.fcoe.org/resources>. If your District plans to issue non-voter approved debt (including Bond-Anticipation Notes or "BANs"), please submit the County Superintendent's disclosure form to this Office and to the County Auditor. (The FCMAT worksheet may be helpful to you, but is optional.)

V. COLLECTIVE BARGAINING

Government Code Section [GCS] 3547.5 requires public disclosure of fiscal information related to a collective bargaining agreement, before a district enters into the agreement. This disclosure includes, but is not limited to, the costs that would be incurred by the district under the agreement for the current and subsequent fiscal years. This requirement applies whether a district is negotiating for salary and benefit increases or concessions.

GCS 3547.5 also requires the district superintendent and the chief business officer to certify that the costs incurred by the district can be met during the complete term of the agreement. The certification must include any budget revisions necessary to meet the cost of the agreement in each year of its term. The code further specifies that if the budget revisions are not made, the County Superintendent is required to declare the district as qualified or negative at the next interim reporting period.

Per ECS 42142, within 45 days of adopting a collective bargaining agreement, the superintendent of the school district shall forward to the county superintendent of schools any revisions to the district's current year budget that are necessary to fulfill the terms of that agreement. Any additional costs that may result from the agreement must also be reflected in the district's interim fiscal reports and multiyear fiscal projections.

If you have settled with your bargaining units since the Second Interim reporting period, please submit the Disclosure of Collective Bargaining Agreement worksheet (available for download at <http://dfs.fcoe.org/resources>) to our office, along with supporting documents (e.g., copies of Board approval documents showing key terms of the agreement(s) or similar documents) that can be used in our analysis of the fiscal impact of the agreements. Any necessary budget revisions should also be submitted.

VI. CHARTER OVERSIGHT

If your district has authorized charter schools to operate within your district boundaries, you are obligated by Education Code Section 47604.32 to, among other things, monitor the charter school's fiscal condition, and promptly notify the CDE and County Office of any change in its status.

Mr. Rick Jackson
April 28, 2022
Page 4

Thank you for your consideration of this information. Please feel free to contact the District Financial Services team at (559) 265-3021 if you have any questions regarding this letter or if we may assist you with any finance-related matter.

Sincerely,



Gabriel Halls, Senior Director
District Financial Services

c: Jim A Yovino, Superintendent, FCSS
Kevin Otto, Deputy Superintendent/CFO, FCSS
Don Shoemaker, Superintendent, KJUHSD
Rufino Ucelo, Business Manager, KJUHSD

ISSUE:

Presented for employment is Gilbert Badilla as the new Maintenance Painter for the Kingsburg Joint Union High School District retroactive to May 1st, 2022.

ACTION:

Approve or deny the employment of Gilbert Badilla as the new Maintenance Painter for the Kingsburg Joint Union High School District retroactive to May 1st, 2022.

RECOMMENDATION:

Recommend approval.

FOR BOARD ACTION:

Motion _____	Second _____	Vote _____
Thomsen: _____	Nagle: _____	Lunde: _____
	Serpa: _____	Jackson: _____

ISSUE: Presented to the Board is Ariana Chagoya as a Summer Student Tech Worker for the 2022 summer session set at minimum wage of \$15.00 an hour.

ACTION: Approve or deny Ariana Chagoya as a Summer Student Tech Worker.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

ISSUE: Presented to the Board is the Kingsburg High School Winter Coaches for the 2022-2023 school year.

ACTION: Approve or deny the Kingsburg High School Winter Coaches for the 2022-2023 school year.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____

ISSUE:

Presented to the Board are additional Fall Coaches for the 2022-2023 school year:

Shanna McDonald	Head Pep Squad (Paid)
Sarah Alanis	Assistant Pep Squad Coach (Paid)
Mary Rodriguez	Volleyball Head F/S Girls Coach (Paid)

ACTION:

Approve or deny the additional Fall Coaches for the 2022-2023 school year.

RECOMMENDATION:

Recommend approval.

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____

Thomsen: _____ Nagle: _____ Lunde: _____ Serpa: _____ Jackson: _____