

DATE POSTED: Friday, April 10, 2026

REGULAR MEETING OF THE BOARD OF TRUSTEES

EAST NICOLAUS JOINT UNION HIGH SCHOOL DISTRICT
2454 Nicolaus Avenue, Nicolaus, CA 95659

Monday, April 13, 2026
6:00 p.m. Closed Session
Approx. 6:30 p.m. Open Session
Closed Session to follow

Meeting to be held in the ENHS Spartan Success Center

PROCEDURES TO BE USED IN THE CONDUCT OF REGULAR BOARD OF TRUSTEES MEETINGS:

1. There is a "Community Input" section of each Board agenda allowing any member of the community to make suggestions, comments or express concerns regarding items not on agenda. Please fill out the form located on the table at the back of the library and submit it to the Board Secretary (Superintendent). All remarks must be kept to a maximum of five (5) minutes. *Please note:* complaints about district operations or personnel may be submitted in accordance with district complaint policies and procedures. Please contact the Superintendent for information about the complaint process. *Please note: Community Input is welcome, but does not necessarily constitute the opinion or endorsement of the Board of Trustees.*
2. Any individual who would like the opportunity to speak before the Board of Trustees on a specific agenda item, commencing with the Consent Calendar, or who would like to request any item be placed on the next regular meeting, is invited to fill out the form located on the table at the back of the Board room and submit it to the Board Secretary (Superintendent). All remarks must be kept to a maximum of five (5) minutes per person and twenty (20) minutes on a given topic. *Government Code 54954.2*

1. **CALL TO ORDER** Time_____

2. **PUBLIC SESSION—ROLL CALL FOR**

Tom Engler (*President*)
 Jill Bramhill (*Clerk*)
 David Fales
 Jeff Moore
 Erin VanDyke

Present	Absent
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Present:

3. **CLOSED SESSION** Time_____

Prior to breaking into closed session is the time to identify closed session topics of discussion and to allow for public comment on closed session topics. Immediately following public comments, the Board of Trustees will adjourn to closed session.

- Government Code 54956.9(d)(1)—Conference with Legal Counsel—Existing Litigation-Sutter County Case No. CVCS S23-0000492
- Government Code 54956.9(d)(2)—Conference with Legal Counsel-Anticipated Litigation-Significant exposure to litigation - One case

RECONVENE - CLOSED SESSION REPORT OUT Time_____

Action taken: _____

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF APRIL 13, 2026 AGENDA

Motion _____ Second _____ Vote _____ Abstentions _____

6. PUBLIC COMMENT

This is the time for members of the public to address the Board of Trustees on any matters of general interest within the Board's jurisdiction that are not on the agenda. In accordance with provisions of the Ralph M. Brown Act, the Board may refer to the Administration any matters that are brought before them at this time, and the matter may be placed on a future agenda. Please note that the Board Members may ask limited questions for clarification on a subject not on the agenda, but may not discuss the subject or take any action. All remarks must be kept to a maximum of five minutes per person and 20 minutes on a given topic. *Government Code 54954.2*

7. PRESENTATIONS / DISCUSSIONS

- 7.1 Recognition Awards - (Salutatorian-Peyton Becker; Valedictorian-Makinze Massey)
- 7.2 Bond Refund/Presentation – Jason List, Isom Advisors
- 7.3 Ag Alumni and Supporters Proposal (Board policy 3513.4)
- 7.4 Ag West – Community Stewardship Grant (submitted)
- 7.5 GSPP Patient Care Status

8. REPORTS/UPDATES

- 8.1 Student Body Report –
- 8.2 Athletics -
- 8.3 Board of Trustees
- 8.4 Director of Student Guidance - Enrollment
- 8.5 Superintendent
 - Attendance
 - Discipline
 - SELPA – Special Ed Compliance Report

9. CONSENT AGENDA

The following items on the Consent Agenda may be acted upon through one motion. Board Members may request that individual items be withdrawn from the Consent Agenda for separate action.

9.1 Approval of Warrants & Expenditures / March, 2026 - \$230,011.27

9.2 Approval of Regular Board Meeting Minutes - March 9, 2026

Motion _____ Second _____ Vote _____ Abstentions _____

10. ACTION ITEMS

10.1 Review and Adopt Resolution #2526-VII {Purchase and Finance School Bus}

Motion _____ Second _____ Vote _____ Abstentions _____

10.2 Review and Adopt Resolution #2526-VIII {Bond Refinance}

Motion _____ Second _____ Vote _____ Abstentions _____

10.3 Review and Approve Monthly Personnel Report

Motion _____ Second _____ Vote _____ Abstentions _____

10.4 Review and Approve Williams Quarterly Report (Jan-Feb-Mar 2026)

Motion _____ Second _____ Vote _____ Abstentions _____

10.5 Review and Amend Resolution #2526-V Intent to Initiate a Transition from At-Large to By-Trustee Area Board Elections Commencing with the 2026 Board Election

Motion _____ Second _____ Vote _____ Abstentions _____

10.6 Review and Approve February 2026 Board Policy (presented at March, 2026 meeting)

Motion _____ Second _____ Vote _____ Abstentions _____

10.7 Review and Approve Ag Alumni & Supporter Sponsored Event

Motion _____ Second _____ Vote _____ Abstentions _____

10.8 Review and Approve Revised 2024-2025 Audit Finding Corrective Action

Motion _____ Second _____ Vote _____ Abstentions _____

11. **FUTURE BOARD AGENDA ITEMS**

- 11.1 Governing Board Election Resolution/Docs (Placer Co)
- 11.2 Board Policy (preview next batch)
- 11.3 ENTA / ENJUHSD CBA
- 11.4 Sutter Pointe
- 11.5 DOC / Inter-District Class size cap / Lottery discussion (Fales)
- 11.6 Superintendent's Contract

12. **PUBLIC COMMENT**

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- Government Code 54956.9(d)(2)—Conference with Legal Counsel-Anticipated Litigation- Significant exposure to litigation - One case
- CONFERENCE WITH LABOR NEGOTIATORS - Government Code Section 54957.6 Designated agency representatives: Neil Stinson, Rebecca Gillespie, Maria Foster Employee Organization: ENTA
- PUBLIC EMPLOYEE'S DISCIPLINE/DISMISSAL/RELEASE - pursuant to Government code 54957

RECONVENE - CLOSED SESSION REPORT OUT

Time _____

Action taken: _____

14. **ADJOURNMENT**

Time _____

Motion _____ Second _____ Vote _____ Abstentions _____

SALUTATORIAN

THIS CERTIFICATE IS PRESENTED TO :

Peyton Riley Becker

in recognition of Distinguished Scholastic Achievement while a student at
East Nicolaus High School - Class of 2026

Awarded this 13th day of April 2026



Superintendent / Principal



Board of Trustees President

VALEDICTORIAN

THIS CERTIFICATE IS PRESENTED TO :

Makinze Ann Massey

in recognition of Distinguished Scholastic Achievement while a student at
East Nicolaus High School - Class of 2026

Awarded this 13th day of April 2026



Superintendent / Principal



Board of Trustees President

East Nicolaus Ag Alumni & Supporters Fundraising Dinner Proposal

Submitted to:

East Nicolaus High School Board of Directors

Submitted by:

East Nicolaus Ag Alumni & Supporters Officers

Katie Moos- President

Melanie Michel- Vice President

Madison Goss- Secretary

Michael Scott- Treasurer

Date:

April 13, 2026

1. Purpose of the Proposal

The East Nicolaus Ag Alumni & Supporters respectfully request approval to host a fundraising dinner on campus to support the East Nicolaus High School's FFA and Agriculture programs. The goal of this event is to raise approximately \$50,000 to fund student opportunities through agriculture, including:

- Leadership conferences
- Competition travel
- Classroom and lab resources
- Scholarships and student projects

2. Event Overview

- Event Name: East Nicolaus Ag Alumni & Supporter Fundraising Dinner
- Proposed Date: January 30th, 2027
- Location: Barn or Gymnasium
- Estimated Attendance: 100-150 people
- Event Type: Potentially looking at having crab feed or BBQ dinner/dance.

3. Fundraising Activities

The event will include:

- Catered dinner
- Silent and/or live auctions
- Raffle items and sponsorships
- Community and alumni engagement

Special Fundraising Components:

- Alcohol service (beer/wine and/or licensed bar service).
- Firearm raffle or auction items

4. Compliance and Legal Considerations

We recognize that hosting an event with alcohol and firearm-related fundraising on school grounds requires strict adherence to all laws and district policies.

Alcohol Service Plan

- Service will be managed by a licensed and insured vendor.
- All servers will be trained and certified.
- ID checks at the door will be strictly enforced (21+ only event).
- Security personnel will be present.

Firearm Raffle/Auction Plan

- All firearm sales/raffles will comply with federal, state, and local laws.
- Firearms will be handled through a licensed dealer (FFL).
- Winners will complete all required background checks and legal transfers off-site.
- No firearms will be distributed directly at the event.

5. Safety and Security Measures

To ensure a safe and appropriate environment:

- Coordination with school administration and local law enforcement.
- On-site security personnel
- Clearly defined event boundaries and restricted areas.
- No student involvement in alcohol service or firearm-related activities.
- Designated event insurance policy (liability coverage).

6. Facilities and Operations

- Event setup and cleanup will be handled by the East Nicolaus Ag Alumni & Supporters.
- All school facilities will be respected and restored to original condition.
- Custodial and facility use fees will be paid if required.
- All trash (including all cans/bottles) will be removed from school grounds at conclusion of the event by the East Nicolaus Ag Alumni & Supporters committee and volunteers.

7. Insurance and Liability

- The East Nicolaus Ag Alumni & Supporters will obtain event liability insurance.
- The school/district will be named as an additional insured.
- Vendors (caterers, alcohol providers, firearm dealers) will provide proof of insurance.

8. Community Benefit

This event will:

- Directly support students' success in agricultural education.
- Strengthen community involvement with the school.
- Provide meaningful financial support without impacting school budgets.

9. Rationale for On-Campus Location

We respectfully request use of East Nicolaus High School Barn or Gym facilities as the event venue for the following reasons:

- Central and Accessible Location

The high school serves as a central and familiar location for our community, making it more accessible for families, alumni, and local supporters who are critical to the success of this fundraising effort.

- Support of a School-Based Program

Hosting the event on campus reinforces that this fundraiser directly benefits the school's FFA and Agriculture programs and its students, strengthening community connection and engagement with agricultural education.

- Cost Efficiency for a First-Year Event

As a newly established organization, minimizing overhead costs is essential to achieving our fundraising goal of \$50,000. Utilizing school facilities allows us to direct more funds toward student programs rather than venue rental expenses.

- Limited Availability of Suitable Local Venues

Due to the rural nature of our community, there are few nearby venues that can accommodate the expected attendance. The school's ag barn/facilities provide the appropriate space and infrastructure to host an event of this size and safely and effectively.

- Established Infrastructure

The campus already provides necessary amenities such as parking, restrooms (willing to rent a bathroom depending on location), and adequate space, reducing the need for additional rentals and logistical complications.

10. Request for Approval

We respectfully request approval from the East Nicolaus School Board of Directors to:

1. Host the East Nicolaus Ag Alumni & Supporters Fundraising Dinner on campus.
2. Permit Licensed alcohol service under controlled conditions.
3. Allow firearm-related fundraising activities in full legal compliance.

We are committed to working closely with the district to meet all requirements and ensure a safe, successful event. We are open to any conditions or modifications the district requires to ensure alignment with policies and community standards.

Katie Moos
President

Melanie Michel
Vice President

Madison Goss
Secretary

Michael Scott
Treasurer



Local Advisory Committee (LAC) Guided Stewardship 2026

We invite you to complete this form with your recommendations for community organizations that would significantly benefit from receiving our AgWest Stewardship Funds. Please provide detailed information about the organization and specific details regarding the project for which funds are being requested. This will help our reviewers gain a comprehensive understanding of each proposal. Ensure all questions are answered thoroughly and accurately. We aim to support projects with funding requests ranging from \$25,000 to \$100,000.

Below is specific information regarding eligibility.

Types of Eligible Investments in Non-Profits

- Capital investments, capital campaigns.
- Projects, improvements – being planned or implemented.
- Equipment, vehicles
- Research, feasibility studies
- Housing, food, food processing
- Goods for donation to a fundraising auction

Ineligible investments include operating funding, salaries, dues, membership fees, tuition, sponsorships, goods from charitable auctions, any portion of the cost of a table or tickets to an event, or other admission to a charity event in which the full ticket price is not tax deductible.

Types of Eligible Non-Profit Organizations

Eligible organizations include non-profit organizations or foundations that are tax-exempt under the Internal Revenue Code Section 501(c)(3) and classified as public charities under Code Sections 509(a)(1) or (2), and municipalities. These include, but are not limited to:

- Schools and educational institutions
- Hospitals, emergency services and healthcare organizations
- Counties and cities
- Food banks, food pantries, community centers
- Museums, libraries, and arts organizations
- Research institutes
- Environmental organizations
- Religious organizations – for charitable purposes
- Other organizations or institutions established for charitable purposes.

Ineligible recipients include individuals, private non-operating foundations, political campaigns, and candidates or organizations supporting lobbying activity. Land Grant Universities and colleges are not eligible for this initiative as they are funded through other AgWest Stewardship programs.

Programs & Organizations Examples

Here are some examples to begin the exploration of giving opportunities:

Schools

- Build a sports field/greenhouse/teaching facility.
- Purchase computers/software/printers for schools

Emergency & Healthcare

- Build a new fire station.
- Purchase emergency notification system

Community Improvements: County and City-Owned Properties

- Upgrade fairground buildings and capital projects
- Rebuild community theatre.

LAC Guided Giving Application

From: stewardship@northwestfcs.com (noreply+d4387e020ac2ad7c@formstack.com)

To: debbielapue@yahoo.com

Date: Saturday, March 28, 2026 at 02:45 PM PDT



Formstack Submission For: LAC Guided Giving Application

Submitted at 03/28/26 2:45 PM

Organization name: East Nicolaus High School Foundation

Organization website: <https://www.eastnicolaus.k12.ca.us/>

Mailing Address: 2454 Nicolaus Ave.
Nicolaus , CA 95659

Briefly describe the type of organization requesting funds:: This organization supports East Nicolaus High School by enhancing athletic events, performing arts programs, and activities that serve the broader school and community.

Dollar amount requested for your project: 100,000

EIN Number: 31-160113

Upload your signed/complete W-9 or IRS Letter of Determination here.: [View File](#)

**Organization
Primary Contact:**

Deborah Lauppe

**Primary Contact
Phone Number :**

916-947-9659

**Organization
Primary Contact
Email:**

debbielaupe@yahoo.com

The bleachers in the East Nicolaus High School gymnasium are the original bleachers installed when the school was built in 1974. They are not ADA compliant, creating barriers for individuals with disabilities and limiting access for many community members who wish to attend school and community events. With a current enrollment of approximately 300 students, the existing bleachers reach full capacity for nearly every event.

Describe the project you are requesting funds for and how it will benefit your community and the surrounding area?:

East Nicolaus High School anticipates continued enrollment growth driven by community expansion and increased interest in interdistrict transfers. The proposed bleacher replacement will provide seating for 377 attendees, along with six ADA-compliant spaces, ensuring a more inclusive, accessible, and comfortable environment for all.

These improvements will directly benefit students, families, and the broader community who gather at the school throughout the year for graduations, athletic competitions, banquets, fundraising events, FFA and 4-H activities, community meetings, Every 15 Minutes assemblies, blood drives, South Sutter Little League events, East Nicolaus Junior Spartans activities, and events serving the area's three elementary schools.

Has this project started?:

Yes

Please share the proposed timeline for when this project will kick-off.:

Please describe where this project is in the process and

The project is planned for completion during the summer, in advance of the 2026–2027 school year. The total project cost is estimated at \$135,000, which includes approximately \$34,000 for demolition of the

when it is estimated to be complete?:

existing bleachers and \$100,000 for construction of the new seating.

Fundraising efforts began two years ago in conjunction with the East Nicolaus High School District's 100-year anniversary. To date, \$5,000 has been raised through generous alumni support. Most recently, a fundraising mailing was sent to alumni to encourage additional contributions toward the project. While this outreach has helped build awareness and support, significant funding is still needed to fully realize the project and move forward with construction

Are there any permits pending for this project?:

No

Any other information that would be helpful for us to know?:

The proposed bleacher replacement will include a modern telescoping system with four seating sections, three aisles with safety rails, eight tiers, and motor-operated controls. This design represents a significant improvement over the current bleachers and will enhance accessibility, safety, and overall functionality for students, families, and community members.

Detailed cost estimates have been provided by the bleacher installation company, and we would be happy to share the full budget and supporting documentation upon request.

Additional supporting documentation - i.e. program brochure, letter of support, etc.:

Supporting AgWest LAC Member:

John Amarel

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This is a customer service email.

Intellistack, 50 South Steele Street, Suite 500, Denver, CO 80209



LACGuidedGivingApplication_Submission_1446104638.pdf

42.9 KB



East Nicolaus High School

2025-2026

Active Students by Grade

4/8/2026

Regular Program

Grade	Female	Male	Other Gender	Total
9	35	47	1	83
10	26	46	0	72
11	32	40	0	72
12	39	38	0	77
<hr/>				
Grand Total:	132	171	1	304

Breakdown of Inter-District and District of Choice students:

Inter-District (46).....	15.1%
District of Choice (158).....	52.0%
<hr/>	
TOTAL (204)	67.1%

Checks Dated 03/01/2026 through 03/31/2026

Board Meeting Date MONDAY, APRIL 13, 2026

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00649959	03/03/2026	CORPORATE PAYMENT SYSTEMS	01-5600	REIMB VAN CLEANING	3.33	
			01-5800	REIMB VAN CLEANING	6.67	10.00
00649960	03/03/2026	CORPORATE PAYMENT SYSTEMS	01-5200	REIMB SAMMIES/DRIVER TRAINING		144.34
00649961	03/03/2026	FOSTER, MARIA B	01-5220	JAN/FEB MILEAGE REIMB	440.37	
				NOV/DEC MILEAGE REIMB	131.04	571.41
00649962	03/03/2026	GOLDEN BEAR ALARM SERVICES	01-5800	MO ALARM MONITORING		42.00
00649963	03/03/2026	HUST BROTHERS INC	01-4300	M&O SUPPLY		17.75
00649964	03/03/2026	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	01-5600	M&O SUPPLY		294.59
00649965	03/03/2026	STINEMAN'S FARM SUPPLY	01-4300	GROUPS SUPPLY	43.01	
				KEY MASTER	5.83	48.84
00649966	03/03/2026	SYSCO-SACRAMENTO INC.	01-4300	NUTRITION SERVE CONTAINERS	265.02	
				NUTRITION/SUPPLY	902.05	1,167.07
00649967	03/03/2026	TRI-COUNTY SCHOOLS INS. GROUP	01-9514	MARCH HEALTH INS PREMIUM		37,783.00
00649968	03/03/2026	WAXIE'S ENTERPRISES INC	01-4300	JANITORIAL		1,338.71
00650163	03/05/2026	A-Z BUS SALES INC	01-5600	BUS 3/INSTALL DOOR GLASS		614.32
00650164	03/05/2026	AIRGAS USA LLC - WEST	01-4300	SHOP/WELDING TANK RENT		7.49
00650165	03/05/2026	AT&T	01-5900	E-RATE / PHONES		393.58
00650166	03/05/2026	BARTH DALY LLP	01-5805	LEGAL / K12SWF		3,122.50
00650167	03/05/2026	BUCKMASTER OFFICE SOLUTIONS	01-4300	(2) TONER SHIPPING		20.00
00650168	03/05/2026	CALIBER NETWORKS CORP	01-5800	MO MAINT CONTRACT	1,500.00	
			01-6400	SERVER CRASH/TRBLSHOOTING	1,131.01	
				SERVER INSTALL/MIGRATION	1,545.00	4,176.01
00650169	03/05/2026	DIGITAL TECHNOLOGY SOLUTIONS	01-5800	MO MANAGED SVCS	437.00	
			01-6400	DEC 2025 LABOR/SERVER	193.75	630.75
00650170	03/05/2026	DOCUMENT TRACKING SERVICES	01-5800	TRACK SVC 3/1/26-3/1/27		425.00
00650171	03/05/2026	ENHS REVOLVING CHECKING ACT	01-5800	BORGES/REIMB FINGERPRINTS	72.00	
				PLEASANT VALLEY GOLF	200.00	
				YS FAIR / PARKING SPACE	450.00	722.00
00650172	03/05/2026	MARK MCMURRY	01-5800	FEB WATER OP SVCS		250.00
00650173	03/05/2026	MICHELLE M. HANSON CPA	01-5806	2024-25 AUDIT 2 OF 3		12,900.00
00650174	03/05/2026	QUILL CORPORATION	01-4300	CAASP TESTING SUPPLIES		280.62
00650175	03/05/2026	TRAFERA LLC	01-4400	(2) INTERACTIVE PANELS		8,591.98
00650176	03/05/2026	TRI-COUNTY SCHOOLS INS. GROUP	01-9516	WORKERS COMP MARCH		3,722.34
00650177	03/05/2026	VERIZON WIRELESS	01-4300	CELL PHONES/IPADS	55.73	
			01-5800	BUS CLASS IPADS	160.00	
			01-5900	CELL PHONES/IPADS	362.25	577.98
00650553	03/12/2026	AMAZON CAPITAL SERVICES INC	01-4300	AG MECH/BARKER	191.00	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Board Meeting Date MONDAY, APRIL 13, 2026

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00650553	03/12/2026	AMAZON CAPITAL SERVI CES INC	01-4300	AG/TOLLENAR	468.75	
				ART SUPPLIES	72.79	
				DISINFECTING WIPES	40.58	
				GROUNDS GLOVES	193.02	
				GROUNDS/MESH MASK	51.46	
				OFFICE SUPPLY	301.05	
				OFFICE/BOARD MTG	42.88	
				WELDING/BARKER	110.44	
				WOOD SHOP/BARKER	26.77	1,498.74
00650554	03/12/2026	AT&T	01-5900	BAN# 9391027105	60.53	
				BAN# 9391027106	292.46	352.99
00650555	03/12/2026	CALDWELL, KYLER	01-4303	VAN GAS/VARSITY BASEBALL		40.00
00650556	03/12/2026	CALIF DEPT OF EDUCATION	01-4700	JAN 7 COMMODITIES		124.80
00650557	03/12/2026	CESAR CARILLO RUVALCABA	01-5800	FEBRUARY GROUNDSKEEPER		3,975.76
00650558	03/12/2026	GAYNOR TELESYSTEMS INC.	01-5800	OUTSIDE CLOCKS OUT OF SYNC		75.00
00650559	03/12/2026	INTERMEDIA.NET INC.	01-5900	1/2-2/1/26 CLOUD PHONES	913.80	
				2/2-3/1/26 CLOUD PHONE SVC	913.79	1,827.59
00650560	03/12/2026	KING CONSULTING	01-5800	MODERNIZATION ELIG		205.00
00650561	03/12/2026	LAKEVIEW ENERGY SERVICES	01-4303	FUEL-UNLD 87, DYED DSL		1,339.87
00650562	03/12/2026	MARYSVILLE JUSD	Cancelled	1440 FLOWER PLUGS		292.47 *
		Cancelled on 03/19/2026				
00650563	03/12/2026	PRIMO BRANDS BLUE TRITON BRANDS INC	01-5800	FEB WATER/DISPENSER RENT		220.53
00650564	03/12/2026	QUILL CORPORATION	01-4300	TOWEL/WIPES - BUS		172.77
00650565	03/12/2026	SYSCO-SACRAMENTO INC.	01-4300	CULINARY SUPPLIES	271.57	
			01-4700	A LA CARTE ITEMS	419.64	691.21
00650566	03/12/2026	US BANK EQUIPMENT FINANCE	01-5601	COPIER LEASES		2,062.48
00650567	03/12/2026	VITAL RECORDS CONTROL	01-5800	FEB SHREDDING		145.09
00650779	03/17/2026	A-Z BUS SALES INC	01-5600	BUS 1/REPAIRS	922.18	
				BUS 3/REPAIRS	101.83	1,024.01
00650780	03/17/2026	CALIF DEPT OF EDUCATION	01-4700	COMMODITIES		40.95
00650781	03/17/2026	CRANMER ENGINEERING INC.	01-5800	CONSUMER CONF RESEARCH/PREP		300.00
00650782	03/17/2026	NCOA-YUBA CITY	01-5800	BASEBALL/SOFTBALL OFFICIALS		9,903.12
00650783	03/17/2026	RECOLOGY YUBA-SUTTER	01-5500	MARCH GARBAGE		1,775.08
00650784	03/17/2026	STINEMAN'S FARM SUPPLY	01-4300	GROUNDS SUPPLIES		85.61
00650785	03/17/2026	SUTTER BUTTES COMMUNICATIONS INC.	01-5800	SUTTER CO RADIOS		46.50
00650786	03/17/2026	SYSCO-SACRAMENTO INC.	01-4300	CREDIT/SHORT LETTUCE	43.61-	
				NUT FOOD SUPPLIES	3,374.18	

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00650786	03/17/2026	SYSCO-SACRAMENTO INC.	01-4700	A LA CARTE ITEMS	334.73	3,665.30
00651410	03/24/2026	BEN TOILET RENTALS INC.	01-4400	PORTA-POTTY/MAR 18-APR 14		212.61
00651411	03/24/2026	COCHRAN, KIMBERLY	01-5200	REIMB MILEAGE FEB/MAR	284.20	
				REIMB PARKING	23.00	307.20
00651412	03/24/2026	CRANMER ENGINEERING INC.	01-5800	MONTHLY BACTERIAL TEST		105.00
00651413	03/24/2026	ENTERPRISE FM TRUST	01-7438	2 VANS, BIG RED TRUCK	40.45	
				SPED VAN/CHRYSLER	125.63	
			01-7439	2 VANS, BIG RED TRUCK	500.51	
				SPED VAN/CHRYSLER	915.19	1,581.78
00651414	03/24/2026	GILLESPIE, REBECCA S	01-5200	AERIESCON REIMB		1,074.85
00651415	03/24/2026	LAKEVIEW ENERGY SERVICES	01-4303	FUEL/UNLD 87, DYED DSL		1,843.90
00651416	03/24/2026	LOZANO SMITH LLP	01-5805	#000013/SUTTER POINTE	615.00	
				#000015/SO SUTTER LIT	7,085.90	
				#000202/MANDATED LABOR ISSUES	6,437.00	
				#000604/GEN LABOR-EMPLOY	3,643.00	
				#000611/GEN BOARD GOV	3,211.25	
				#000612/GEN PUB REC ACT	497.00	21,489.15
00651417	03/24/2026	NORTHERN SECTION CIF	01-5800	(13) DIV 3 WRESTLING FEES	195.00	
				13-MASTERS WRESTLING FEES	195.00	390.00
00651418	03/24/2026	PACIFIC GAS & ELECTRIC	01-5500	#1297212437-9	92.74	
				#1338879101-7	2,935.72	
				#1380545765-5	293.90	
				#1422212429-0	8,017.31	11,339.67
00651419	03/24/2026	REESE EXCAVATING	01-4300	DG, SAND DELIVERY	650.00	
			01-5600	REPAIRS/VARSITY BASEBALL	2,113.33	2,763.33
00651420	03/24/2026	STINEMAN'S FARM SUPPLY	01-4300	COUPLING/SPRINKLER REPAIR	1.55	
				SPRINKLER REPAIR	35.63	37.18
00651421	03/24/2026	SUTTER COUNTY SHERIFF	01-5800	LIVE SCAN		25.00
00651422	03/24/2026	SYSCO-SACRAMENTO INC.	01-4300	CULINARY SUPPLIES	20.17	
				NUTRITION/SUPPLY	1,367.31	
			01-4700	A LA CARTE MISC	393.00	
				A LA CARTE/ICE CREAM BARS	171.07	1,951.55
00651423	03/24/2026	BRAMHILL, BRYAN G	01-4303	FUEL/PARKING	111.40	
			01-5200	LODGING POST SEASON	2,887.47	2,998.87
00651424	03/24/2026	FEATHER RIVER AIR QUALITY MGMT	01-5800	BURN PERMIT #8947		42.00
00651425	03/24/2026	MARYSVILLE JUSD	01-4300	DETENTION/TARDY SLIPS		272.01
00651596	03/26/2026	CORPORATE PAYMENT SYSTEMS	01-6400	SERVER SUPPLIES		25,427.10

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 03/01/2026 through 03/31/2026

Board Meeting Date MONDAY, APRIL 13, 2026

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00651848	03/31/2026	CORPORATE PAYMENT SYSTEMS	01-4300	BOB'S LOCK & KEY/EXTRA KEY	16.08	
				HOME DEPOT/PAINTERS TAPE	38.46	54.54
00651849	03/31/2026	CORPORATE PAYMENT SYSTEMS	01-4300	LOWE'S/S/BARKER SUPPLIES	165.70	
				PRIMETIME PIZZA/MAR 9TH BOARD MTG	106.67	
				WAL-MART	67.21	
			01-4400	MS OFFICE 2024/BAUTISTA	179.99	
				MS OFFICE 2024/MASSEY	179.99	
				MS WINDOWS PRO/BAUTISTA	99.00	
				MS WINDOWS PRO/MASSEY	99.00	
			01-5200	CASBO-MAYRA EXEC ASST CERTIFICATE	495.00	
				EXPEDIA/FOSTER SD FLIGHT	427.80	
				EXPEDIA/FOSTER SD FLIGHT INS	37.82	
				EXPEDIA/FOSTER SD NEW FLIGHT INS	41.33	
				EXPEDIA/FOSTER SD NEW FLIGHTS	477.80	
				EXPEDIA/GILLESPIE SD FLIGHT	427.80	
				EXPEDIA/GILLESPIE SD FLIGHT INS	37.82	
				FESTIVALS OF MUSIC/BAND COMP	1,126.00	
				FOSTER/CCEMC-DUAL ENROLL CONF	3,750.00	
				FOSTER/SAN DIEGO HOTEL	1,793.67	
				GILLESPIE/CCEMC-DUAL ENROLL CONF	3,750.00	
				GILLESPIE/SAN DIEGO HOTEL	1,793.67	
				TRANSP TRAINING DINNER	126.10	15,182.37
00651850	03/31/2026	CORPORATE PAYMENT SYSTEMS	01-4300	GRAMMARLY SUBS/GILLESPIE	60.00	
			01-5200	CHIPOTLE/NEGOTIATIONS LUNCH	75.27	135.27
00651851	03/31/2026	AMAZON CAPITAL SERVICES INC	01-4300	AG MECH/400' GALV HANG CHAIN	66.43	
				AG MECH/CORDLESS CUT SHEAR	321.74	
				AG MECH/GRINDER	15.98	
				AG MECH/SM PROPANE CYLINDERS	49.32	
				M&O/LAMP BALLAST	147.90	
				M&O/TRIMMER HEADS	58.95	
				M&O/WHITE SPRAY PAINT	185.16	
				TECH/ADAPTER CABLE	8.14	
				WELDING/CHOP SAW BLADE	52.01	
				WOOD SHOP/SAND DISC PADS	55.41	961.04
00651852	03/31/2026	BATTERIES PLUS BULBS	01-5800	BATTERY/VAN 2		276.51
00651853	03/31/2026	BAUTISTA, MAYRA A	01-5200	MILEAGE REIMB/MAYRA	54.67	
				MLG CONF REIMB/MAYRA	314.65	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 03/01/2026 through 03/31/2026

Board Meeting Date MONDAY, APRIL 13, 2026

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00651853	03/31/2026	BAUTISTA, MAYRA A	01-5200	REIMB AERIESCON/MAYRA	1,088.60	1,457.92
00651854	03/31/2026	CORPORATE PAYMENT SYSTEMS	01-5600	WASH VANS 7, 1, 3, 2	8.33	
			01-5800	WASH VANS 7, 1, 3, 2	16.67	25.00
00651855	03/31/2026	ENHS ASSOC STUDENT BODY	01-4300	NEW TRACK UNIFORMS		1,804.37
00651856	03/31/2026	LAKEVIEW ENERGY SERVICES	01-4303	FUEL/UNLD 87, DYED DSL		2,336.67
00651857	03/31/2026	NORTHERN SECTION CIF	01-5800	(2) WRESTLING ASSMTS		20.00
00651858	03/31/2026	SYSCO-SACRAMENTO INC.	01-4300	CULINARY CLASS	487.17	
				NUTRITION SUPPLIES	2,016.61	
			01-4700	A LA CARTE ITEMS	401.61	
				A LA CARTE/GATORADE	82.02	2,987.41
00651859	03/31/2026	TOLLENAAR, TAYLOR	01-5200	REIMB STATE CONF MEALS		57.19
00651860	03/31/2026	UBIQUITI INC	01-6400	SERVER EQUIP		25,427.10
Total Number of Checks					78	230,303.74

	Count	Amount
Cancel	1	292.47
Net Issue		230,011.27

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	77	230,011.27
	Total Number of Checks	77	230,011.27
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		230,011.27

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

REGULAR MEETING MINUTES OF THE BOARD OF TRUSTEES

EAST NICOLAUS JOINT UNION HIGH SCHOOL DISTRICT
2454 Nicolaus Avenue, Nicolaus, CA 95659

Monday, March 9, 2026
6:00 p.m. Closed Session
Approx. 6:30 p.m. Open Session
Closed Session to follow

1. CALL TO ORDER Time: 6:00 p.m.

2. PUBLIC SESSION—ROLL CALL FOR

	Present	Absent
Tom Engler (President)	<u> X </u>	<u> </u>
Jill Bramhill (Clerk)	<u> X </u>	<u> </u>
David Fales	<u> X </u>	<u> </u>
Jeff Moore	<u> X </u>	<u> </u>
Erin VanDyke	<u> X </u>	<u> </u>

PRESENT: Neil Stinson, Maria Foster, Debbie Coupé, Tommy DeGeorge, Rachel Lydon, Leanne Herrington, Doug/National Demographics

3. PUBLIC COMMENT

No comments.

4. CLOSED SESSION Time: 6:01 p.m.

Prior to breaking into closed session is the time to identify closed session topics of discussion and to allow for public comment on closed session topics. Immediately following public comments, the Board of Trustees will adjourn to closed session.

- CONFERENCE WITH LEGAL COUNSEL – Government Code 54956.9
Existing Litigation – Government code 54956.9(d)(1)
Sutter County Case No. CVCS23-0000492
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Government code 54957 - Title: Superintendent

RECONVENE – CLOSED SESSION REPORT OUT Time: 6:31 p.m.

Action taken: No action taken

5. PLEDGE OF ALLEGIANCE

6. APPROVAL OF MARCH 9, 2026 AGENDA

Motion: Fales Second: VanDyke Vote: 5-0 Abstentions: None

7. PRESENTATION / DISCUSSION

7.1 Board Elections – Transitioning from At-Large to By-Trustee Area: Doug from National Demographics was present and gave a brief description of what his company does for government entities. They have years of experience, but cautioned it is a long process. You will be required to hold several public hearings and the final approval would go before the county. They have experience working with small districts like ours. Changing to boundaries can sometimes lead to a less competitive election process. Their process uses the most recent census data to draw boundary lines for election purposes. It is based on the number of residents, not children, registered voters or homes with children. Their fee is based on the size of the district and the number of meetings that need to be held. The board asked if it would be wise for us to wait until the next census is done which will be in 2030. It appears to make more sense to wait, but he stated there are advantages and disadvantages. He warned that if we were to receive a letter from anyone questioning our At-Large Trustee elections, it could cost us up to \$40k to then proceed with the mapping boundary process.

- 7.2 2025-26 ENHS 2nd Interim Budget Report – Mrs. Foster went through the PowerPoint handout. Noted the increase in expenditures was due to sub cost increase, books & supplies increased because of the Freshman baseball team, and legal fees also increased. Some discussion about what changed from 1st Interim and 2nd Interim.
- 7.3 2024-2025 Annual Financial Audit Report – Mr. Stinson went over the 2 Findings in the Audit report and the plan to remedy the findings before the next audit.
- 7.4 CSBA Board Policy updates (February, 2026 list) – Mr. Moore pointed out to his fellow board members that some of the policies in this “batch” have multiple choice options, so they need to be careful not to just give a “blanket approval” without carefully selecting our options. He noted some policies in there regarding Board Member compensation, which he said he is against. Board members are basically volunteers and should not be compensated. There was also a policy regarding Teacher personal property damage. VanDyke stated that the school she works for does not allow teachers to use personal property on campus without first being approved by a supervisor. Foster pointed out that we don’t have to approve all of the policies, as some may not even pertain to our school.
- 7.5 APCO Grant / Bus Quotes – Two quotes were provided; one bus with AC and the other without AC. Moore stated he is reluctant to approve spending any money since we are already in deficit spending. He asked, do we really need a new bus? Foster replied she thought the last time we purchased a new bus was 2021, and our other 2 buses are old. Stinson said considering the final cost after the grant money is applied, he feels it’s a good time to purchase. Engler also stated, costs will only go up from here. Moore stated he would be more comfortable with the purchase if we were to spread it out over a few years with financing, even though that would ultimately cost us more due to interest. Other Board members agreed that seemed to be the best option.

8. REPORTS / UPDATES

- 8.1 Student Representative – No report
- 8.2 Athletic Director – No report; Neil will update during Superintendent report
- 8.3 Director of Guidance – Gillespie provided a written report to the Board since she was unable to attend in person.
- 8.4 Board of Trustees – Mrs. VanDyke requested Admin to reiterate the cell phone policy to our teachers. She said it appears there are still a few teachers that are allowing cell phones in their classes. She’s seen the videos in the classrooms, tik-tok videos being filmed by our students during class time and even a tik-tok by a teacher. She said there’s no excuse for a teacher not to follow this simple rule. She feels it is unacceptable and any teachers that cannot follow this policy should be written up. She would like for Admin to enforce this by doing random drop-ins to make sure the phones are in the pockets where they belong. Moore agrees. They asked Admin to do walk-throughs on frequent offenders.
- 8.5 Superintendent/Principal – Mr. Stinson noted we are down one custodian; Dave has been covering as best he can while keeping up the athletic fields for Spring sports. Wrestling had 13 qualify for Masters, 6 made it to the podium and 1 is the North Section Champion (Carter Fales) and made it to State. We gave Carter a nice Spartan sendoff. Girls Basketball hosted and won the first round of playoffs, but lost in Round 2. We’re really focusing on improving attendance during the month of March with our March Madness program. We also host a No Tardy Party every month. Our recent February Party rewarded 180 students that qualified with No Tardies during the month of February. Our P2 is coming up on April 15th and we’re hoping to establish better attendance patterns by that date. {Also see Superintendent reports}

9. CONSENT AGENDA

The following items on the Consent Agenda may be acted upon through one motion. Board Members may request that individual items be withdrawn from the Consent Agenda for separate action.

- 9.1 Approval of Warrants & Expenditures / February, 2026 - \$168,931.88
- 9.2 Approval of Regular Board Meeting Minutes – February 9, 2026

Motion: Bramhill Second: VanDyke Vote: 5-0 Abstentions: None

10. ACTION ITEMS

- 10.1 Review and Approve the CSBA Board Policy Updates (Jan, 2026 list / presented Feb 2026)

Motion: Moore Second: VanDyke Vote: 5-0 Abstentions: None

- 10.2 Review and Approve the 2025-2026 ENHS 2nd Interim Budget Report

Motion: VanDyke Second: Fales Vote: 5-0 Abstentions: None

10.3 Review and Approve the 2024-2025 Annual Financial Audit Certification

Motion: Moore Second: Fales Vote: 5-0 Abstentions: None

10.4 Review and Approve the 2024-2025 Audit Finding Corrective Action Plan

Motion: Fales Second: Moore Vote: 5-0 Abstentions: None

10.5 Review and Approve the Engagement Letter for Audit Services 2025-2026 SY

Motion: Bramhill Second: VanDyke Vote: 5-0 Abstentions: None

10.6 Review and Approve the Class of 2026 Valedictorian and Salutatorian

Motion: VanDyke Second: Bramhill Vote: 5-0 Abstentions: None

10.7 Review and Approve the Monthly Personnel Report

Motion: VanDyke Second: Moore Vote: 5-0 Abstentions: None

10.8 Review and Approve Resolution #2526-VI Reduction/Lay Off of Classified Employee Services for the 2026-2027 School Year Due to Lack of Work and/or Lack of Funds

Motion: Fales Second: Bramhill Vote: 5-0 Abstentions: None

10.9 Review and Approve APCO Grant / CAP7-1 (applied 10/16/25) Awarded \$165,000 (Bus)

Motion: Fales Second: Moore Vote: 5-0 Abstentions: None

10.10 Review and Approve Quote/Purchase of new School Bus – *Quote 1 with No AC, 5-year Financing option with interest rate below 7%*

Motion: Moore Second: Bramhill Vote: 5-0 Abstentions: None

10.11 Review and Approve Transitioning from At-Large to By-Trustee Area Board Elections and Board Direction to Proceed – {TABLE}

Motion: Moore Second: Bramhill Vote: 5-0 Abstentions: None

11. FUTURE BOARD AGENDA ITEMS

- 11.1 Complete & Return Form 700 (due no later than April 1st)
- 11.2 Sutter Pointe
- 11.3 ENTA / ENJUHSD CBA
- 11.4 Williams Quarterly Uniform Complaint
- 11.5 Superintendent's Contract
- 11.6 2026 Valedictorian & Salutatorian presentation
- 11.7 DOC / Inter-District Class size cap / Lottery discussion
- 11.8 Transitioning from At-Large to By-Trustee are for future Elections

12. PUBLIC COMMENT

No comments.

13. CLOSED SESSION Time: 8:10 p.m.

Prior to breaking into closed session is the time to identify closed session topics of discussion and to allow for public comment on closed session topics. Immediately following public comments, the Board of Trustees will adjourn to closed session.

- CONFERENCE WITH LABOR NEGOTIATORS - *Government Code Section 54957.6*
Designated agency representatives: Neil Stinson, Rebecca Gillespie, Maria Foster
Employee Organization: ENTA
- CONFERENCE WITH LEGAL COUNSEL – *Government Code 54956.9*
Existing Litigation – *Government code 54956.9(d)(1)*
Sutter County Case No. CVCS23-0000492
- PUBLIC EMPLOYEE'S DISCIPLINE/DISMISSAL/RELEASE - pursuant to *Government code 54957*

RECONVENE – CLOSED SESSION REPORT OUT

Time: 10:05 p.m.

Action taken: No action taken, nothing to report

14. ADJOURNMENT

Time: 10:06 p.m.

Motion: VanDyke

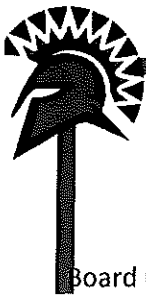
Second: Moore

Vote: 5-0

Abstentions: None

Board President

Board Clerk / Secretary



Board Meeting

Superintendent Update- March 9 2026

Staffing: Currently we are down one custodian position. Dave Coupe been helping provide coverage, difficult time to do so due to the spring sports schedule of game day field prep.

Wrestling- All 13 wrestlers qualified to the section Master tournament- 12 of the 13 advanced to Finals day. Carter Fales 175 lb. Section Champion advanced to State Tourney.

Girls BBALL – hosted and won opening round playoff game. Lost to #1 seed Modoc who is playing the for the NorCal title.

Girls Softball off to a 3-0 start. Varsity Baseball went 2-1 at tourney this weekend in Redding. Track participated at Wheatland Invite last Friday. Golf's first match is today in Chico.

March Madness Attendance Challenge- Every Period Every Day Matters! Class Competition for a BBQ lunch which will be presented - Pie in the Face 97% or Better, No Tardy Party- Period Perfect Attendance- Eligible for Prizes- Ice Cream Social for all students who meet attendance expectations- P2 attendance funding is April 15th. Last Week celebrated No Tardy Party- 180 of 304 Students for No Tardies to any class for February.

School Discipline report- From Feb. 9th to present we have had 6 students suspended. 4 freshman, 1 soph , 1 junior. All Males- Horseplay- Hands on another student. 63 students issued detentions-(disruptive behavior, a few for tardies, (7) cell Phone violations, 38 freshman, 17 sophomores, 3 juniors, 5 seniors.

GSPP- Patient Care- Athletic Trainer- Grant Submitted- Awards later this month.

Bond Refinance Meeting – Thursday Maria myself-

Board President

Board Clerk / Secretary



**EAST NICOLAUS JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION NO. 2526-VII**

APPROVAL OF PURCHASE AND FINANCING OF SCHOOL BUS

WHEREAS, the East Nicolaus Joint Union High School District provides transportation services for students; and

WHEREAS, the District has determined that the purchase of a new school bus is necessary to maintain safe and reliable transportation services; and

WHEREAS, the District has obtained a quote from BusWest for the purchase of one **Thomas Built HDX2 84-passenger school bus** in the amount of **\$280,597.41**; and

WHEREAS, the District has been awarded grant funding in the amount of **\$165,000** to offset a portion of the purchase cost; and

WHEREAS, the remaining balance of **\$115,597.41** will be financed through a financing agreement with Crossroads Equipment Lease and Finance, LLC; and

WHEREAS, the Governing Board finds that school buses are specialized equipment available through a limited number of authorized vendors capable of providing this equipment and related service within the region; and

WHEREAS, the proposed financing term is **five (5) years** with annual payments of approximately **\$26,008.65**; and

WHEREAS, the District will comply with the disclosure requirements for non-voter-approved debt pursuant to **California Education Code Section 17150.1**.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the East Nicolaus Joint Union High School District approves the purchase of one Thomas Built HDX2 school bus from BusWest in the total amount of **\$280,597.41**.

BE IT FURTHER RESOLVED that the Governing Board approves entering into a financing agreement with Crossroads Equipment Lease and Finance, LLC in the amount of **\$115,597.41** for the remaining balance of the purchase.

AYES: _____

NOES: _____

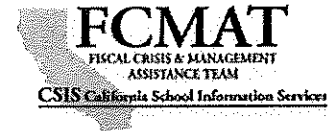
ABSENT: _____

Presented and approved at the April 13, 2026 Board Meeting.

Tom Engler, President of ENHS Governing Board

Jill Bramhill, Clerk of ENHS Governing Board

**Impact of Proposed Debt on Current Year
Unrestricted Reserves**
State Reserve Standard



a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Debt)	\$6,401,567
b. State Standard Minimum Reserve Percentage for this District	5.00%
c. Projected P-2 ADA	290.00
d. State Standard Minimum Reserve Amount for this District (a x b, or \$55,000, whichever is greater, for a district with less than 1,001 ADA)	\$320,078.37

Budgeted Unrestricted Reserve (After Impact of Proposed Debt)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$320,078.37
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$0.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$ 358,455.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$678,533.37

Do unrestricted reserves meet the state standard minimum reserve amount?

Yes

Signature Form

The information provided in this document summarizes the financial implications of the proposed nonvoter approved debt and is submitted to the county office of education and the county auditor in accordance with the requirements of Education Code sections 17150 - 17150.1 and Assembly Bill 2197 at least 30 days prior to the district governing board's approval of the debt issuance.

We hereby affirm that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

_____ Date
 Chief Business Official (signature)

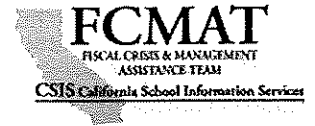
Contact Person: _____

Position: _____ Chief Business Official

Email: _____ Phone #: _____

Impact of Proposed Debt on Subsequent Years

Complete the following for the fund(s) that will be the repayment source(s) for the proposed debt. If more than one fund is involved, complete separate MYPs for each fund. Attach a separate listing of all assumptions used in the MYP(s).



East Nicolaus High School

	2025/2026	2026/2027	2027/2028
	Total current budget including new debt and issuance costs	First subsequent year including new debt and additional costs	Second subsequent year including new debt and additional costs
REVENUES			
LCFF/Revenue Limit Sources (8010-8099)	\$ 4,184,237	\$ 4,266,825	\$ 4,351,845
Federal Revenues (8100-8299)	\$ 138,793	\$ 112,243	\$ 112,811
Other State Revenues (8300-8599)	\$ 1,070,480	\$ 582,784	\$ 582,784
Other Local Revenues (8600-8799)	\$ 255,330	\$ 236,425	\$ 236,425
TOTAL REVENUES	\$ 5,648,840	\$ 5,198,277	\$ 5,283,865
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 1,646,124	\$ 1,797,507	\$ 1,837,391
Classified Salaries (2000-2999)	\$ 971,208	\$ 965,546	\$ 971,406
Employee Benefits (3000-3999)	\$ 1,235,115	\$ 1,296,252	\$ 1,311,394
Books and Supplies (4000-4999)	\$ 513,101	\$ 381,344	\$ 381,281
Services, Other Operating Expenses (5000-5999)	\$ 1,110,009	\$ 1,029,749	\$ 1,043,398
Capital Outlay (6000-6999)	\$ 564,066	\$ 37,000	\$ 15,000
Other Outgo (7100-7299) (7400-7499)	\$ 361,944	\$ 361,944	\$ 361,944
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -
Other Adjustments	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 6,401,567	\$ 5,869,342	\$ 5,921,814
OPERATING SURPLUS (DEFICIT)	\$ (752,727)	\$ (671,065)	\$ (637,949)
OTHER SOURCES/USES			
Transfers In and Other Sources (8910-8979)	\$ 26,009	\$ 26,009	\$ 26,009
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -
INCREASE (DECREASE) IN FUND BALANCE	\$ (726,718)	\$ (645,056)	\$ (611,940)
BEGINNING BALANCE	\$ 2,325,082	\$ 1,598,364	\$ 953,308
ENDING BALANCE	\$ 1,598,364	\$ 953,308	\$ 341,368
COMPONENTS OF ENDING BALANCE:			
Revolving Cash	\$ -	\$ -	\$ -
Assigned	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	\$ 320,078.37	\$ 293,467.10	\$ 296,090.70
	\$ 1,278,285	\$ 659,840	\$ 45,277

Public Disclosure of Non-Voter-Approved Debt
 In Accordance with Education Code section 17150, 17150.1 and Assembly Bill 2197

LEA NAME: East Nicolaus High School

USE THE TABLE BELOW TO LIST EACH OF THE PROJECTS TO BE FINANCED.

Projects to be Financed	Amount	Date Funds Needed
1 Purchase of a new Thomas school bus to replace aging transportaion equipment.	\$280,597.41	ASAP
2		
3		
4		
5		
6		

What are the planned repayment sources for debt payments? List each fund and the amount to be paid from each fund in current and future years over the life of the debt. Complete MYP(s) for the repayment sources on the correct form.

LOAN DATA

Loan amount:	\$116,597.00
Interest rate:	6.26%
Type of debt issuance:	Equipment
Type of financing:	Financing
Term in years:	5
Payments per year:	1
First payment due:	April 30, 2028
Last payment due:	April 30, 2030
Annual payment obligation:	\$26,008.65
Anticipated date of issuance:	April 30, 2026
This agreement will be acted upon by the governing board at its meeting on:	April 13, 2026

To use the Debt Disclosure Calculator, input requested data into the cells at left.

To print the table, choose "Print" from the "File" menu.

PERIODIC PAYMENT

Entered payment:	\$26,008.65
Calculated payment:	\$27,636.70
Annual payment:	\$27,636.70

The table uses the calculated periodic payment amount unless you enter a value for "Entered payment".

CALCULATIONS

Use payment of:	\$26,008.65	Beginning balance at payment 0:	\$133,263.36
		Cumulative interest prior to payment 0:	-\$8,342.29

USE THE TABLE BELOW TO LIST EACH OF THE PROJECTS TO BE FINANCED.

Projects to be Financed	Amount	Date Funds Needed
1 Purchase of a new Thomas school bus to replace aging transportaion equipment	\$280,597.41	ASAP
2		
3		
4		
5		
6		

What are the planned repayment sources for debt payments? List each fund and the amount to be paid from each fund in current and future years over the life of the debt. Complete MYP(s) for the repayment sources on the correct form.

Payment Table

No.	Payment	Beginning		Ending		Cumulative
	Date	Balance	Interest	Balance	Interest	Interest
0	4/30/2025	133,263.36	8,342.29	17,666.36		0.00
1	4/30/2026	115,597.00	7,236.37	18,772.28		7,236.37
2	4/30/2027	96,824.72	6,061.23	19,947.42		13,297.60
3	4/30/2028	76,877.30	4,812.52	21,196.13		18,110.12
4	4/30/2029	55,681.17	3,485.64	22,523.01		21,595.76
5	4/30/2030	33,158.16	2,075.70	23,932.95		23,671.46

SAMPLE PAYMENT SCHEDULE

Obligor:	East Nicolaus High School District,
Date of first payment:	At closing
Original Balance:	\$115,597.41
Total Number of Payments:	5
Number of Payments per year:	1

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	3/16/2026	\$26,008.65	\$0.00	\$26,008.65	N/A
2	3/16/2027	\$26,008.65	\$5,608.26	\$20,400.39	\$92,526.10
3	3/16/2028	\$26,008.65	\$4,331.19	\$21,677.46	\$71,014.22
4	3/16/2029	\$26,008.65	\$2,974.18	\$23,034.47	\$48,456.86
5	3/16/2030	\$26,008.65	\$1,532.21	\$24,476.44	\$24,803.21
Grand Totals		\$130,043.25	\$14,445.84	\$115,597.41	\$0.00

*Assumes all payments due to date have been paid

Agenda Summary

2026 General Obligation Refunding Bonds

Consideration of Resolution: AUTHORIZING THE ISSUANCE AND SALE OF 2026 GENERAL OBLIGATION REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,500,000 TO REFINANCE OUTSTANDING BONDS OF THE DISTRICT AND APPROVING RELATED DOCUMENTS AND ACTIONS

Background: Based on the current tax-exempt municipal market environment, the issuance and sale of refunding bonds to refinance all or a portion of the District's outstanding General Obligation Bonds, Election of 2014, Series A, would result in debt service savings for the taxpayers in the District.

This resolution authorizes the issuance of refunding bonds, and delegates authority to District staff to take all actions necessary to consummate the sale and delivery of the refunding bonds.

Approved in form by adoption of the resolution are the Bond Purchase Agreement, the Escrow Agreement and the Preliminary Official Statement, which includes the Continuing Disclosure Certificate as an appendix.

Attachments:

Bond Purchase Agreement
Escrow Agreement
Preliminary Official Statement

**BOARD OF TRUSTEES
EAST NICOLAUS JOINT UNION HIGH SCHOOL DISTRICT**

RESOLUTION NO. 2526-VIII

**AUTHORIZING THE ISSUANCE AND SALE OF
2026 GENERAL OBLIGATION REFUNDING BONDS,
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
\$3,500,000 TO REFINANCE OUTSTANDING BONDS OF THE DISTRICT,
AND APPROVING RELATED DOCUMENTS AND ACTIONS**

WHEREAS, the East Nicolaus Joint Union High School District (the "District") is a school district located within the County of Sutter (the "County") and the County of Placer (together, the "Counties"), State of California (the "State"), and is organized and operating pursuant to the Constitution and laws of the State; and

WHEREAS, on February 24, 2015, the District issued its General Obligation Bonds, Election of 2014, Series A in the aggregate principal amount of \$4,000,000 (the "Prior Bonds") pursuant to a voter authorization received at an election held on November 4, 2014; and

WHEREAS, the Board of Trustees of the District (the "Board") is authorized to provide for the issuance and sale of general obligation refunding bonds for the purpose of refinancing its outstanding general obligation bonds and general obligation refunding bonds under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"); and

WHEREAS, the Prior Bonds are subject to redemption at the option of the District on August 1, 2025, or any date thereafter; and

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

WHEREAS, the District wishes at this time to initiate proceedings for the issuance of general obligation refunding bonds, under the Bond Law in the aggregate principal amount of not to exceed \$3,500,000 to be designated "East Nicolaus Joint Union High School District 2026 General Obligation Refunding Bonds" (the "Refunding Bonds"), as provided in this Resolution for the purpose of refinancing the Refunded Bonds; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the East Nicolaus Joint Union High School District as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

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

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

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

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

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

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

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

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

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

"Counties" means the Counties of Sutter and Placer, each a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

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

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

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

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

"District" means the East Nicolaus Joint Union High School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

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

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

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

"Escrow Agent" means Computershare Trust Company, National Association, its successors and assigns, as escrow agent under the Escrow Agreement.

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

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

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

"Municipal Advisor" means the firm of Isom Advisors, a Division of Urban Futures, Inc., as municipal advisor to the District in connection with the issuance and sale of the Refunding Bonds.

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

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

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

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Refunding 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.

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

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

"Refunding Bonds" means the not-to-exceed \$3,500,000 aggregate principal amount of East Nicolaus Joint Union High School District 2026 General Obligation Refunding Bonds, issued in one or more series, on a federally taxable or tax-exempt basis, and at any time Outstanding under this Resolution.

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

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

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

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

"Underwriter" means Stifel, Nicolaus & Company, Incorporated, as underwriter of the Refunding Bonds upon the negotiated sale thereof, as designated pursuant to Section 3.01.

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

Section 1.02. Interpretation.

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

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

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

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

ARTICLE II

THE REFUNDING BONDS

Section 2.01. Authorization; Savings Requirement. The Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount not to exceed \$3,500,000 under and subject to the terms of Bond Law and this Resolution without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. Each District Representative is separately authorized to determine when the Refunding Bonds shall be issued in order to achieve debt service savings, with the advice of the Municipal Advisor. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest on all Refunding Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds shall be issued as bonds which bear current interest, and shall be designated the "East Nicolaus Joint Union High School District 2026 General Obligation Refunding Bonds," with any additional designations made in the Bond Purchase Agreement, including designations related to the tax status of the Refunding Bonds.

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

Section 2.02. Terms of Refunding Bonds.

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

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

(b) Maturities; Basis of Interest Calculation. The Refunding Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and

in the amounts, and will bear interest at the rates, as determined upon the sale thereof. The final maturity of the Refunding Bonds shall not exceed the limitations prescribed in the Bond Law. Interest on the Refunding Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

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

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

Section 2.03. Redemption of Refunding Bonds.

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

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Refunding Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Refunding Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in the Bond Purchase Agreement) in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Refunding Bonds for Redemption. Whenever less than all of the Outstanding Refunding Bonds of any one maturity are designated for redemption, the

Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent or as set forth in the Bond Purchase Agreement. For purposes of such selection, each Refunding Bond will be deemed to consist of individual bonds of \$5,000 portions. The Refunding Bonds may all be separately redeemed.

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

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

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

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

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

rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (d) of this Section.

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

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

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

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

Section 2.07. Exchange of Refunding Bonds. Refunding Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity, together with a request for exchange signed by the owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the cases of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchange of Refunding Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond after it has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations

as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Refunding Bonds as herein before provided.

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

If the District determines that it is in the best interest of the beneficial Owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other Owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Refunding Bond and all notices with respect to such Refunding Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Refunding Bonds. The County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise

dealing with any beneficial Owners of the Refunding Bonds, and neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial Owners of the Refunding Bonds or to any other party, including DTC or its successor.

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

(i) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a "substitute depository"); *provided that* any successor of Cede & Co., as nominee of the DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

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

(iii) To any person upon (1) the resignation of the DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the County (upon consultation with the District) to remove the DTC or its successor (or any substitute depository or its successor) from its functions as depository.

ARTICLE III

SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Refunding Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Refunding Bonds. The Board hereby authorizes the negotiated sale of the Refunding Bonds to the Underwriter, pursuant to Section 53583 of the Bond Law. The Refunding Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement between the District and the Underwriter in substantially the form on file with the Clerk of the Board together with any additions thereto or changes therein approved by a District Representative whose execution thereof shall be conclusive evidence of approval of any such additions and changes. A District Representative is hereby authorized and directed to execute and deliver the final Bond Purchase Agreement in the name and on behalf of the District; *provided that* the Underwriter's discount shall not exceed 1.80% of the aggregate principal amount of the Refunding Bonds.

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

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

(c) Bond Insurance. The Board hereby authorizes a District Representative to apply for and, upon the advice of the Municipal Advisor or Underwriter, to sign a commitment to obtain a municipal bond insurance policy with respect to some or all maturities of the Refunding Bonds authorized hereunder. Such commitment, and any other documentation relating to bond insurance, shall be executed in the name and on behalf of the District by a District Representative.

(d) Provisions of Bond Purchase Agreement to Control. Notwithstanding anything herein to the contrary, any of the terms of the Refunding Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Refunding Bonds, the provisions of the Bond Purchase Agreement shall be controlling.

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

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

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

Section 3.04. Costs of Issuance. The Costs of Issuance shall be paid pursuant to a costs of issuance custodian agreement between the District and Computershare Trust Company, National Association, as custodian thereunder.

Section 3.05. Professionals. The District has engaged the Municipal Advisor and Bond Counsel in connection with the issuance and sale of the Refunding Bonds. The Underwriter is engaged herein in Section 3.01. The estimated costs of issuance associated with the issuance of the Refunding Bonds are set forth in Appendix B.

Section 3.06. Approval of Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. 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 their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE REFUNDING BONDS; DEBT SERVICE FUND

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

The principal of and interest and redemption premium (if any) on the Refunding Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Refunding Bonds. In no event are the principal of and interest on Refunding Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Refunding Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code; provided, however, nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

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

by the District and is valid and binding from the time the Refunding Bonds are executed and delivered.

Section 4.02. Establishment of Debt Service Fund. The District hereby directs the County Treasurer to establish, hold and maintain a fund to be known as the "East Nicolaus Joint Union High School District 2026 General Obligation Refunding Bonds Debt Service Fund", which the County Treasurer shall maintain as a separate account, distinct from all other funds of County and the District. All taxes levied by the Counties, at the request of the District, for the payment of the principal of and interest on the Refunding Bonds shall be deposited in the Debt Service Fund held by County promptly upon apportionment of said levy.

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

Section 4.04. Pledge of Taxes. The District hereby pledges all revenues from the property taxes collected from the levy by the Boards of Supervisors of the Counties for the payment of the Refunding Bonds and amounts on deposit in the Debt Service Fund to the payment of the principal or redemption price of and interest on the Refunding Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Refunding Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Refunding Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Refunding Bonds to provide security for the Refunding Bonds in addition to any statutory lien that may exist.

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

reporting, reconciling and monitoring of the investment of the proceeds of the Refunding Bonds.

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

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

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

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.

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

Section 5.04. Tax Covenants. It is intended that interest on the Refunding Bonds shall be issued as federally tax-exempt obligations under the Tax Code. However, a portion of the Refunding Bonds may be issued on a federally taxable basis in the event and to the extent required under the Tax Code in the opinion of Bond Counsel. The following provisions of this Section shall apply to those Refunding Bonds which are issued on a federally tax-exempt basis.

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

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

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

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

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

(f) Small Issuer Exemption from Bank Nondeductibility Restriction. The District hereby designates the Refunding Bonds as "qualified tax-exempt obligations" for purposes of paragraph (3) of section 265(b) of the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable

(under section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Tax Code, except certain qualified 501(c)(3) bonds as defined in section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including the Refunding Bonds, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year in which the Refunding Bonds are issued. If the District determines prior to the sale of the Refunding Bonds that obligations which exceed \$10,000,000 aggregate principal amount will be issued in the calendar year in which the Refunding Bonds are issued, a District Representative shall provide in the Bond Purchase Agreement that the Refunding Bonds are not bank qualified.

(g) Refunded Bonds Covenants. The District will ensure that all tax covenants previously made with respect to the Refunded Bonds shall be complied with until the redemption date of each series of bonds, respectively.

Section 5.05. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.06. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with and the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Refunding Bonds.

Section 5.07. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, which actions are authorized hereby, and for the better assuring and confirming unto the Owners of the Refunding Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. Computershare Trust Company, National Association, is hereby appointed to act as the initial Paying Agent for the Refunding Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of Paying Agent Agreement on behalf of the District.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor, if not the County shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Notwithstanding the foregoing, the District may also appoint the County to serve as Paying Agent, either directly or through a third-party agent.

The Paying Agent may at any time resign by giving written notice to the District and the Refunding Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

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

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

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates

or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

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

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

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

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

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

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF REFUNDING BOND OWNERS

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

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

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

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

A waiver of any default by any Refunding Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Refunding Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Refunding Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Refunding Bonds.

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

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

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

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

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

ARTICLE IX

MISCELLANEOUS

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

Section 9.02. Defeasance of Refunding Bonds.

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

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

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

(b) Discharge of Liability on Refunding Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Refunding Bond (whether upon or prior to its maturity or the redemption date of such Refunding Bond), provided that, if such Refunding Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been

made for the giving of such notice, then all liability of the District in respect of such Refunding Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Refunding Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

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

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

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

(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the

Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Refunding Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

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

Except as otherwise herein expressly provided, the fact and date of the execution by any Refunding Bond Owner or their 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 they purport to act, that the person signing such request, declaration or other instrument or writing acknowledged to them the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

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

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

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

Section 9.05. Limited Duties of Counties; Indemnification. The Counties (including their officers, agents and employees) shall undertake only those duties of the Counties under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Counties (including their officers, agents and employees).

The District further agrees to indemnify, defend and save the Counties (including their officers, agents and employees) harmless against any and all liabilities, costs,

expenses, damages and claims which it may incur in the exercise and performance of their powers and duties hereunder except however with respect to liabilities, costs, expenses, damages and claims which result from their respective negligence or bad faith.

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

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

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

PASSED AND ADOPTED on April 13, 2026, by the following vote:

AYES:

NOES:

ABSENT:

President of the Board of Trustees

ATTEST:

Clerk of the Board of Trustees

APPENDIX A

FORM OF REFUNDING BOND

REGISTERED BOND NO. _____

\$ _____

EAST NICOLAUS JOINT UNION HIGH SCHOOL DISTRICT
(Sutter and Placer Counties, California)
2026 GENERAL OBLIGATION REFUNDING BOND

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

REGISTERED OWNER:

PRINCIPAL AMOUNT: * _____ DOLLARS*****

The East Nicolaus Joint Union High School District (the "District"), located in the Counties of Sutter and Placer (the "Counties"), California, 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 August 1 and February 1 of each year, commencing August 1, 2026 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before July 15, 2026, in which event it shall bear interest from the Dated Date referred to above.

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

This Bond is one of a duly authorized issue of Bonds of the District designated as "East Nicolaus Joint Union High School District 2026 General Obligation Refunding Bonds" (the "Bonds"), in an aggregate principal amount of \$ _____, all of like tenor and date (except for such variation, if any, as may be required to designate varying

numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"), and under a Resolution of the Board of Trustees of the District adopted on April 13, 2026 (the "Resolution"), authorizing the issuance of the Bonds. This Bond is secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, which attaches automatically without further action or authorization by the District and is valid and binding from the time this Bond is executed and delivered.

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

The principal of and interest on this Bond does not constitute a debt of the Counties, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the Counties, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

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

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

[If applicable:] The Bonds maturing on August 1, 20__ (the "Term Bonds") are also subject to mandatory sinking fund redemption on or before August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the

principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, or on such other basis as designated pursuant to written notice filed by the District with the Paying Agent.

Sinking Fund
Redemption Date
(August 1)

Principal
Amount To Be
Redeemed

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

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

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

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an

amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

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

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

EAST NICOLAUS JOINT UNION HIGH SCHOOL DISTRICT

By EXHIBIT ONLY
President of the Board

Attest:

EXHIBIT ONLY
Clerk of the Board

FORM OF CERTIFICATE OF AUTHENTICATION

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

Authentication Date:

**COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION,**

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

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

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

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

Dated: _____

Signature Guaranteed:

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

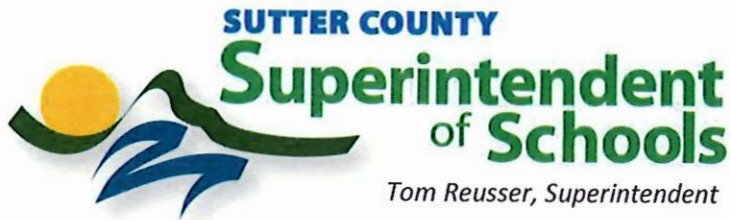
Note: The signature(s) on this Assignment must
correspond with the name(s) as written on the face
of the within Bond in every particular without
alteration or enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1*

1. True Interest Cost of the Refunding Bonds: 3.631%
2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties (Costs of Issuance, including estimated underwriter's compensation and premium for a municipal bond insurance policy): \$197,280
3. Proceeds of the Refunding Bonds expected to be received by District, net of proceeds for Costs of Issuance in (2) above, for deposit in the Escrow Fund to be held by the Escrow Agent to redeem the Refunded Bonds: \$3,029,418
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: \$4,104,019

**Information based on estimates made in good faith by the District's Municipal Advisor, including certain assumptions regarding rates available in the bond market at the time of pricing the refunding bonds and a principal amount of \$2,890,000.*



970 Klamath Lane
 Yuba City, CA 95993
 PHONE: (530) 822-2933
 FAX: (530) 822-3085

QUARTERLY REPORT ON WILLIAMS/VALENZUELA UNIFORM COMPLAINTS

(Education Code § 35186)

District: EAST NICOLAUS JOINT UNION HIGH SCHOOL
 Person completing this form: NEIL STINSON
 Title: SUPERINTENDENT / PRINCIPAL

The Quarterly Report will be submitted at the Sutter County Superintendent of School's Board Meeting on May 13, 2026 for the reporting months of January, February and March 2026.

Please indicate the date this information will be reported publicly at your District's governing board meeting: APRIL 13, 2026

Please check the box that applies:

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

General Subject Area	Total Number of Complaints	Number Resolved	Number Unresolved
Textbooks & Instructional Materials	0	0	0
Teacher Vacancies or Misassignments	0	0	0
Facilities/Conditions	0	0	0
TOTALS	0	0	0

NEIL STINSON

PRINT NAME OF DISTRICT SUPERINTENDENT

[Signature]
 SIGNATURE OF DISTRICT SUPERINTENDENT

**EAST NICOLAUS JOINT UNION HIGH SCHOOL DISTRICT
RESOLUTION #2526-V**

**INTENT TO INITIATE A TRANSITION FROM AT-LARGE TO BY-TRUSTEE AREA
BOARD ELECTIONS COMMENCING WITH THE 2026 BOARD ELECTION**

WHEREAS, the Board of Trustees (“Board”) of the East Nicolaus Joint Union High School District (“District”) is currently elected “at-large,” meaning that each Board member is elected by voters of the entire District;

WHEREAS, Board members are elected in even-numbered years and serve staggered, four-year terms, such that the next election for two Board members is scheduled for November 2026, with the remaining three Board members scheduled for election in November 2028;

WHEREAS, under the California Voting Rights Act (Elec. Code, § 14025, *et seq.*) (“CVRA”), at-large elections are impermissible if they result in racially polarized voting. Racially polarized voting is defined as “voting in which there is a difference...in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate” (Elec. Code, § 14026, subd. (e));

WHEREAS, transitioning from at-large to “by-trustee area” elections, where each Board member must reside within a designated trustee area boundary, and is elected only by the voters in that trustee area, minimizes the potential for impermissible racially polarized voting, and further limits the possibility for litigation under the CVRA;

WHEREAS, the Board understands the importance of fair and accessible elections, greatly values the opinions and voices of all members of the District’s community, and desires to increase the ability of candidates to seek elected office;

WHEREAS, while the Board does not believe that its current form of elections violates the CVRA, it does believe that it is in the public’s best interest to begin the process to transition from at-large to by-trustee area elections;

WHEREAS, the Board will hold a minimum of two public hearings to seek public input regarding the composition of the trustee areas prior to developing proposed trustee-area boundary maps (Elec. Code, § 10010, subd. (a)(1));

WHEREAS, the Board, with assistance from a demographer, will hold a minimum of two additional public hearings to seek public input on the proposed trustee area maps developed and on the proposed sequence of elections (Elec. Code, § 10010, subd. (a)(2));

WHEREAS, the Board will hold an additional public hearing before adopting a trustee-area map and submitting it to the Sutter County Committee on School District Organization (“County Committee”) for consideration;

WHEREAS, Education Code sections 5019 and 5030 authorize the County Committee, upon application of the Board, to change the method of election of the Board from at-large to by-trustee area;

WHEREAS, the Board, cognizant of its need for fiscal responsibility, desires to implement this change in the manner of electing trustees in a cost effective and efficient manner; and

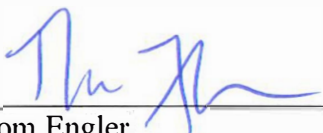
WHEREAS, the adoption of “by-trustee area” elections will not affect the terms of any Board members serving or elected during this transition, each of whom will serve out his or her full term.

NOW, THEREFORE, the Board of Trustees of the East Nicolaus Joint Union High School District hereby resolves as follows:

1. The above recitals are correct and true.
2. This Resolution is passed and adopted pursuant to Elections Code section 10010, subdivision (e)(3)(A).
3. Trustee area boundary lines shall be developed based on the most updated federal decennial census data to provide for by-trustee area elections commencing with **the 2026 Future Board elections.**
4. The District shall commence the process of transitioning to by-trustee area elections, in full compliance with all appropriate procedures and policies provided in law, including but not limited to Education Code sections 5019 and 5030, and Elections Code sections 10010 and 14025, *et seq.*
5. Staff is directed to engage a demographer, legal counsel, and any other consultant deemed required to assist in the development of proposed by-trustee area boundaries.
6. The District Superintendent/designee is hereby authorized and directed to take any other actions necessary to effectuate the purposes of this resolution.


APPROVED, ADOPTED, AND SIGNED, this 9th day of February 2026, with the following votes:

AYES:	<u>5</u>
NOES:	<u>0</u>
ABSENT:	<u>0</u>
ABSTAIN:	<u>0</u>



Tom Engler
Board President

ATTEST:



Jill Bramhill
Board Clerk

East Nicolaus Ag Alumni & Supporters Fundraising Dinner Proposal

Submitted to:

East Nicolaus High School Board of Directors

Submitted by:

East Nicolaus Ag Alumni & Supporters Officers

Katie Moos- President

Melanie Michel- Vice President

Madison Goss- Secretary

Michael Scott- Treasurer

Date:

April 13, 2026

1. Purpose of the Proposal

The East Nicolaus Ag Alumni & Supporters respectfully request approval to host a fundraising dinner on campus to support the East Nicolaus High School's FFA and Agriculture programs. The goal of this event is to raise approximately \$50,000 to fund student opportunities through agriculture, including:

- Leadership conferences
- Competition travel
- Classroom and lab resources
- Scholarships and student projects

2. Event Overview

- Event Name: East Nicolaus Ag Alumni & Supporter Fundraising Dinner
- Proposed Date: January 30th, 2027
- Location: Barn or Gymnasium
- Estimated Attendance: 100-150 people
- Event Type: Potentially looking at having crab feed or BBQ dinner/dance.

3. Fundraising Activities

The event will include:

- Catered dinner
- Silent and/or live auctions
- Raffle items and sponsorships
- Community and alumni engagement

Special Fundraising Components:

- Alcohol service (beer/wine and/or licensed bar service).
- Firearm raffle or auction items

4. Compliance and Legal Considerations

We recognize that hosting an event with alcohol and firearm-related fundraising on school grounds requires strict adherence to all laws and district policies.

Alcohol Service Plan

- Service will be managed by a licensed and insured vendor.
- All servers will be trained and certified.
- ID checks at the door will be strictly enforced (21+ only event).
- Security personnel will be present.

Firearm Raffle/Auction Plan

- All firearm sales/raffles will comply with federal, state, and local laws.
- Firearms will be handled through a licensed dealer (FFL).
- Winners will complete all required background checks and legal transfers off-site.
- No firearms will be distributed directly at the event.

5. Safety and Security Measures

To ensure a safe and appropriate environment:

- Coordination with school administration and local law enforcement.
- On-site security personnel
- Clearly defined event boundaries and restricted areas.
- No student involvement in alcohol service or firearm-related activities.
- Designated event insurance policy (liability coverage).

6. Facilities and Operations

- Event setup and cleanup will be handled by the East Nicolaus Ag Alumni & Supporters.
- All school facilities will be respected and restored to original condition.
- Custodial and facility use fees will be paid if required.
- All trash (including all cans/bottles) will be removed from school grounds at conclusion of the event by the East Nicolaus Ag Alumni & Supporters committee and volunteers.

7. Insurance and Liability

- The East Nicolaus Ag Alumni & Supporters will obtain event liability insurance.
- The school/district will be named as an additional insured.
- Vendors (caterers, alcohol providers, firearm dealers) will provide proof of insurance.

8. Community Benefit

This event will:

- Directly support students' success in agricultural education.
- Strengthen community involvement with the school.
- Provide meaningful financial support without impacting school budgets.

9. Rationale for On-Campus Location

We respectfully request use of East Nicolaus High School Barn or Gym facilities as the event venue for the following reasons:

- Central and Accessible Location

The high school serves as a central and familiar location for our community, making it more accessible for families, alumni, and local supporters who are critical to the success of this fundraising effort.

- Support of a School-Based Program

Hosting the event on campus reinforces that this fundraiser directly benefits the school's FFA and Agriculture programs and its students, strengthening community connection and engagement with agricultural education.

- Cost Efficiency for a First-Year Event

As a newly established organization, minimizing overhead costs is essential to achieving our fundraising goal of \$50,000. Utilizing school facilities allows us to direct more funds toward student programs rather than venue rental expenses.

- Limited Availability of Suitable Local Venues

Due to the rural nature of our community, there are few nearby venues that can accommodate the expected attendance. The school's ag barn/facilities provide the appropriate space and infrastructure to host an event of this size and safely and effectively.

- Established Infrastructure

The campus already provides necessary amenities such as parking, restrooms (willing to rent a bathroom depending on location), and adequate space, reducing the need for additional rentals and logistical complications.

10. Request for Approval

We respectfully request approval from the East Nicolaus School Board of Directors to:

1. Host the East Nicolaus Ag Alumni & Supporters Fundraising Dinner on campus.
2. Permit Licensed alcohol service under controlled conditions.
3. Allow firearm-related fundraising activities in full legal compliance.

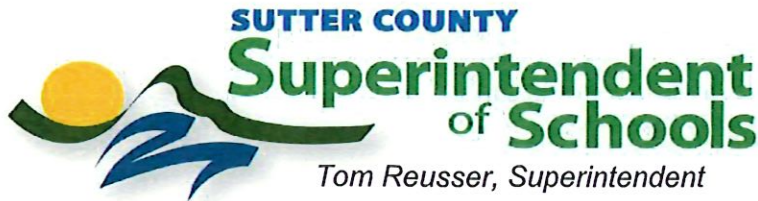
We are committed to working closely with the district to meet all requirements and ensure a safe, successful event. We are open to any conditions or modifications the district requires to ensure alignment with policies and community standards.

Katie Moos
President

Melanie Michel
Vice President

Madison Goss
Secretary

Michael Scott
Treasurer



970 Klamath Lane
Yuba City, CA 95993
Phone (530) 822-2900
Fax (530) 671-3422

2024-25 AUDIT FINDING CORRECTIVE ACTION

LEA: East Nicolaus Joint Union High School District

FINDING CATEGORY:
CLASSROOM TEACHER SALARIES - 61000

FINDING # 2025-001

PAGE # 76-77

Describe below specific corrective action used in resolving the audit finding. Be certain that your response is clear, concise, and quantitative. The statement "District has implemented auditor's recommendation" will not be adequate. Additionally, if applicable, please state where your corrective action is documented for future reference (e.g. district procedure, board policy, district handbook, etc.)

East Nicolaus High School will strive to meet the minimum requirement of having 50% or fewer classes with enrollment below 25 students, while maintaining fiscal responsibility. To achieve this goal, the district will utilize the FCMAT tool in collaboration with the Business Advisor at Sutter County. Regular calculations and reviews will be conducted throughout the year to assess progress and identify strategies to meet this target. The Fiscal Administrator will also maintain consistent communication with the auditor to verify that all applicable exemptions have been identified and properly applied. Additionally, the district will submit a waiver request to the Sutter County Superintendent of Schools. As part of this waiver request, the district will provide a salary benchmark demonstrating payment of classroom teacher salaries that are in excess of those paid by other comparable school districts.

Please attach all documentation, which supports the specific action taken toward resolving the finding: i.e. copies of amended reports, district procedures, board policies, corrective action plans, new forms, in-service dates, etc.

Attach all pertinent documentation. No. of attachments for this finding: 5

Submit the original Corrective Action by **April 15, 2026** to:

Sutter County Superintendent of Schools
External Business Services Department:
external@sutter.k12.ca.us

**Application for Exemption from the Required Expenditures for Classroom
Teachers' Salaries**
Pursuant to Education Code Section 41372

To: County Superintendent of Schools

For 2024-2025 fiscal year, the East Nicolaus High School School District did not spend the minimum percentage of its budget on classroom teacher salaries as required by *Education Code (EC)* Section 41372. We are requesting an exemption from this requirement as provided by law.

Reason for request (Check one):

- Serious hardship to the school district (Please attach a written explanation, the district's latest interim report, and a multiyear projection for the current and two subsequent fiscal years that reflects the financial impact of meeting the requirement of *EC* 41372.)
- Payment of classroom teacher salaries that are in excess of those paid by other comparable school districts (Please attach a classroom teacher salary & benefits comparison for at least three other comparable school districts. The comparison should include annual classroom teacher salaries paid at the beginning, average, and maximum salary levels plus the average annual employer contributions for health & welfare benefits.)
- Deficiency is less than \$1,000.00 (exemption is automatically approved)

A. Deficiency Amount

(Source: Form CEA)

- | | |
|---|-------------------|
| 1. Enter the minimum percentage for your district type.
(60% Elementary/ 50% High School/ 55% Unified) | <u>50</u> % |
| 2. Enter the percentage spent by your district. | <u>43.37</u> % |
| 3. Percentage below the minimum.
(Line 1 minus line 2) | <u>6.63</u> % |
| 4. Enter the district's current expense of education (Form CEA) | \$ <u>4943596</u> |
| 5. Deficiency Amount.
(Line 3 times line 4) | \$ <u>327760</u> |

East Nicolaus High School - Salary Comparison Analysis - Certificated Teachers

		Beginning of schedule	Lower ENHS teacher	Median ENHS teacher	Higher ENHS teacher	End of schedule
School	Days	BA+30 Step 1	BA+45 Step 8	BA+60 Step 10	BA+75 Step 12	BA+75 End of Step
East Nicolaus High School	183.50	52,826.00	68,725.00	76,195.00	84,478.00	117,304.00
Etna High School	185	55,714.00	63,911.00	74,420.00	79,944.00	93,624.00
Modoc	185	52,998.00	64,744.45	69,145.60	73,546.75	94,646.00
Trinity High School	183	49,170.00	66,646.00	74,607.00	81,944.00	101,016.00
Average		52,627.33	65,100.48	72,724.20	78,478.25	96,428.67

District exceeds the average of

District	ADA	Days	Grade Span
East Nicolaus HS	300	183.5	9-12
Etna HS (Scotts Valley Unified)	604	185	9-12
Trinity HS	290	183	9-12
Modoc Joint USD	237	185	9-12

*Due to the District's unique size and structure, true comparators are limited. The above districts were selected based on enrollment size, rural location, and limited administrative structures.

Certificated Teachers- Salary Comparison

