ITEM “G”

REPORTS
NEVADA JOINT UNION HIGH SCHOOL DISTRICT

DATE: September 10, 2014

TO: Board of Trustees

FROM: Karen Suenram, Assistant Superintendent, Business Services

RE: Resolution No. 05-14/15, RESOLUTION AUTHORIZING THE ISSUANCE OF NEVADA JOINT UNION HIGH SCHOOL DISTRICT (NEVADA AND YUBA COUNTIES, CALIFORNIA) 2014 GENERAL OBLIGATION REFUNDING BONDS

BACKGROUND

An Election was held in the Nevada Joint Union High School District (the “District”) on March 5, 2005 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of $15,000,000 (the “2002 Authorization”).

Pursuant to the 2002 Authorization, the District has issued all of the bonds of the 2002 Authorization, including its $7,500,000 Election of 2002 General Obligation Bonds, Series B (the “Prior Bonds”).

The District now desires to advance refund all or a portion of the outstanding Prior Bonds (the “Refunded Bonds”) through the issuance of general obligation refunding bonds, in an aggregate par amount of not-to-exceed $7,000,000 (the “Refunding Bonds”). All benefits from the refunding will be delivered to the property owners in the District. The maturity of the Refunding Bonds will not be longer than the terms of the Refunded Bonds.

(a) Bond Resolution. This Resolution authorizes the issuance of the Refunding Bonds. The resolution specifies the basic terms, parameters and forms of the Bonds, and approves the form of Purchase Contract and form of Placement Agent Agreement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Refunding Bonds issued ($7,000,000). Section 3 of the Resolution authorizes the Refunding Bonds to be sold at a private placement sale. Section 4 of the Resolution states the maximum placement agent’s fee ($35,000) with respect to the Refunding Bonds.

(b) Form of Purchase Contract. Pursuant to the Purchase Contract, Pinnacle Public Finance, Inc., a BankUnited Company (the “Purchaser”) will agree to buy the Refunding Bonds from the District. All the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Refunding Bonds, the final execution copy of the Purchase Contract will be prepared following this form.

(c) Form of Placement Agent Agreement. Pursuant to the Placement Agent Agreement, George K. Baum Company will agree to facilitate the sale of the Refunding Bonds to the Purchaser.

(d) Escrow Agreement. Pursuant to the Escrow Agreement, proceeds from the sale of the Refunding Bonds will be deposited in an escrow fund (the “Escrow Fund”) held by The Bank of New
York Mellon Trust Company, N.A. (acting as “Escrow Agent”). The monies in the Escrow Fund will be used by the Escrow Agent to refund the Refunded Bonds on or about August 1, 2015. As a result of the deposit and application of funds so provided in the Escrow Agreement, the Refunded Bonds will be defeased and the obligation of Nevada and Yuba Counties to levy *ad valorem* property taxes for payment those Bonds will cease.

**FISCAL IMPACT**

There is no fiscal impact to the General Fund resulting from the issuance of the Bonds.

**RECOMMENDATION**

Staff recommends approval of Resolution No. 05-14/15, RESOLUTION AUTHORIZING THE ISSUANCE OF NEVADA JOINT UNION HIGH SCHOOL DISTRICT (NEVADA AND YUBA COUNTIES, CALIFORNIA) 2014 GENERAL OBLIGATION REFUNDING BONDS.
RESOLUTION NO. 05-14/15

RESOLUTION AUTHORIZING THE ISSUANCE OF NEVADA JOINT UNION HIGH SCHOOL DISTRICT (NEVADA AND YUBA COUNTIES, CALIFORNIA) 2014 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, a duly called election was held in the Nevada Joint Union High School District, Nevada County (the “County”) and Yuba County (together with the County, the “Counties”), State of California (hereinafter referred to as the “District”), on March 5, 2002 (the “Authorization”) and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum principal amount of $15,000,000 payable from the levy of an ad valorem tax against the taxable property in the District;

WHEREAS, on September 21, 2005, the District issued its $7,500,000 of Nevada Joint Union High School District Election of 2002 General Obligation Bonds, Series B (the “Prior Bonds”);

WHEREAS, pursuant to Section 53550 et seq. of the California Government Code, the District is authorized to issue general obligation refunding bonds (the “Refunding Bonds”) to refund all or a portion of the outstanding Prior Bonds (so refunded, the “Refunded Bonds”);

WHEREAS, this Board of Trustees (the “Board”) desires to appoint certain professionals to provide services related to the issuance of the Refunding Bonds;

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds of the District, and the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NEVADA JOINT UNION HIGH SCHOOL DISTRICT, NEVADA AND YUBA COUNTIES, CALIFORNIA AS FOLLOWS:

SECTION 1. Purpose. To advance refund all or a portion of the outstanding principal amount of the Prior Bonds, and to pay all necessary legal, financial, and contingent costs in connection therewith, the District hereby authorizes the issuance of the Refunding Bonds, to be styled as “Nevada Joint Union High School District (Nevada and Yuba Counties, California) 2014 General Obligation Refunding Bonds” (the “Refunding Bonds”), in one or more series, in an aggregate principal amount not-to-exceed $7,000,000, and with appropriate series designation if more than one series is issued. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the California Government Code.

SECTION 2. Paying Agent. The Board does hereby appoint the Paying Agent (as defined herein) to act as the paying agent, bond registrar and transfer agent for the Refunding Bonds on
behalf of the District. The District acknowledges that ongoing expenses and fees of the Paying Agent and all other fees and costs incurred in connection with the Refunding Bonds will be paid by the District.

SECTION 3. **Terms and Conditions of Sale.** The Refunding Bonds shall be sold at a private placement upon the direction of the Superintendent of the District (the “Superintendent”) or the Assistant Superintendent, Business Services of the District (the “Assistant Superintendent”). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract (as defined below).

SECTION 4. **Approval of Placement Agent Agreement and Purchase Contract.** The form of Placement Agent Agreement (the “Placement Agent Agreement”) by and between the District and George K. Baum & Company (the “Placement Agent”) and the form of the Bond Purchase Contract with Pinnacle Public Finance, Inc. (the “Purchaser”), for the purchase and sale of the Refunding Bonds (the “Purchase Contract”), substantially in the form on file with the Secretary to the Board, are hereby approved and the Superintendent, the Assistant Superintendent, and such other officer of the District as the Superintendent may designate (collectively, the “Authorized Officers”), each alone, are hereby authorized to execute and deliver the Placement Agent Agreement and the Purchase Contract, but with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rates of the Refunding Bonds shall not exceed the maximum rate permitted by law and the Placement Agent’s fee shall not exceed $35,000. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to $7,000,000 and to enter into and execute the Purchase Contract with the Purchaser, if the conditions set forth in this Resolution are satisfied.

SECTION 5. **Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) “Act” means Sections 53550 et seq. of the California Government Code.

(b) “Bond Payment Date” means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing February 1, 2015 with respect to the interest on the Refunding Bonds, and August 1 of each year commencing August 1, 2015 with respect to the principal payments on the Refunding Bonds.

(c) “Bond Register” means the records maintained by the Paying Agent for the registry of ownership of the Refunding Bonds.

(d) “Code” means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

(e) “County” means Nevada County, California.

(f) “Counties” means, collectively Nevada and Yuba Counties, California.

(g) “Determination of Taxability” means any determination, decision, decree or advisement by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or
any non-appealable decision of a court of competent jurisdiction, or an opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Bond Counsel") that an Event of Taxability has occurred.

(h) "Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.

(i) "Escrow Agreement" means the agreement governing the deposit of funds or securities to refund the Refunded Bonds, dated as of October 1, 2014, or such other date as provided therein, by and between the District and Escrow Agent.

(j) "Event of Taxability" means (a) the application of the proceeds of the Refunding Bonds in such manner that the Refunding Bonds constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), and with the result that interest on a Refunding Bond is or becomes includable in the gross income (as defined in the Code Section 61) of the holder of a Refunding Bond, or (b) the District breaches any of the covenants set forth in the Tax Certificate regarding the use and investment of proceeds of the Refunding Bonds, with the result that such that interest on a Refunding Bond is or becomes includable in the gross income (as defined in the Code Section 61) of a holder of a Refunding Bond.

(k) "Federal Securities" means securities as permitted, in accordance with the resolution of the Board of Trustees of the District pursuant to which the Prior Bonds were issued, to be deposited for the purpose of defeasing the Prior Bonds.

(l) "Gross-Up Rate" means, with respect to the Refunding Bonds, the annual fixed interest rate identified in the Purchase Contract.

(m) "Outstanding" means, when used with reference to the Refunding Bonds, as of any date, Refunding Bonds theretofore issued or thereupon being issued under this resolution except:

(i) Refunding Bonds canceled at or prior to such date;

(ii) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with 18 of this Resolution

(n) "Owners" or "Registered Owner" means the registered owner of a Refunding Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 6 hereof.

(o) "Paying Agent" means The Bank of New York Mellon Trust Company, N.A., or such other financial institution named in the Purchase Contract and appointed to act as paying agent, bond registrar, and transfer agent for the Refunding Bonds, or any successor thereto.

(p) "Record Date" means the close of business on the fifteenth (15th) day of the month preceding each Bond Payment Date.
(q) "Term Bonds" means those Refunding Bonds for which mandatory redemption dates have been established in the Purchase Contract.

SECTION 6. Terms of the Refunding Bonds.

(a) Denomination, Interest, Dated Dates. The Refunding Bonds shall be issued as bonds registered as to both principal and interest, in the denominations of $100,000 principal amount or any integral multiple of $1 in excess thereof, or in such other denominations as are required in the Purchase Contract. The Refunding Bonds will be initially registered as provided in the Purchase Contract.

Each Refunding Bond shall be dated the date of delivery of the Refunding Bonds or such other date as shall appear in the Purchase Contract (the "Date of Delivery"), and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest with respect to the Refunding Bonds shall be payable on the respective Bond Payment Dates and shall be computed on the basis of a 360-day year of twelve 30-day months.

No Refunding Bonds shall mature later than the latest maturity date of any Refunded Bond.

(b) Redemption.

(i) Optional Redemption. Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract.

(ii) Mandatory Redemption. Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract.

(iii) Reserved.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the Refunding Bond numbers of the Refunding Bonds to be redeemed and the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest with respect thereto shall cease to accrue.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(A) At least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds
designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

A certificate of the Paying Agent or the District that a notice of redemption has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall identify, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of optional redemption of Refunding Bonds pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Refunding Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 18 hereof, such notice shall state that such redemption shall be conditional upon the receipt by the Paying Agent (or an independent escrow agent selected by the District) on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the principal of, and premium, if any, and interest on, such Refunding Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, no portion of the Refunding Bonds shall not be subject to redemption on such date and such Refunding Bonds shall not be required to be redeemed on such date. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the notice of redemption was given that such moneys were not so received. In addition, the District shall have the right to rescind any notice of redemption, by written notice to the Paying Agent on or prior to the date fixed for redemption. The Paying Agent shall distribute notice of rescission of such notice in the same manner that the notice was originally provided.

(v) Reserved.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 18 hereof, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued to such redemption date, shall be held by the Paying Agent (or an independent escrow agent selected by the District), as provided in Section 18 hereof, so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent (or an independent escrow agent selected by the District) for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds, which have been duly called for redemption prior to maturity under the provisions of this
Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably held in trust for the payment of the redemption price of such Refunding Bonds or portions thereof, and, accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of Section 6(b)(i) shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Registration.

(i) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any other party, except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

SECTION 7. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the President of the Board of Trustees of the District, or a designate thereof, by his or her manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of the Board or the Secretary to the Board, or a designate thereof, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution. There shall be attached to each Refunding Bond, the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, and, immediately preceding such legal opinion, a certificate executed with the facsimile signature of the Secretary to the Board of Trustees of the District, said certificate to be in substantially the following form:

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)  
[Secretary/Clerk], Board of Trustees

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Refunding Bonds remain outstanding, the District will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of the
Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District’s liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, maturity and transfer amount upon presentation and surrender at the designated office of the Paying Agent, 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. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the transfer amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the Authorized Officers of the District. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Refunding Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption.
SECTION 9. **Payment.** Payments of interest and mandatory sinking fund redemption payments on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal, and redemption price (other than with respect to mandatory sinking fund redemption payments), if any, payable on the Refunding Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The interest, principal and premiums, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. The Refunding Bonds are general obligations of the District, payable without limit as to rate or amount solely from the levy of ad valorem property taxes upon all property subject to taxation within the District.

SECTION 10. **Form of Refunding Bonds.** The Refunding Bonds shall be in substantially the following form, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution and the Purchase Contract.
(Form of Refunding Bond)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THIS BOND IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF THE BOND RESOLUTION AND THE PURCHASE CONTRACT, AS DEFINED HEREIN, TO PERSONS WITH THE EXPERIENCE AND FINANCIAL EXPERTISE TO UNDERSTAND AND EVALUATE THE HIGH DEGREE OF RISK INHERENT IN THIS INVESTMENT.

REGISTERED
NO.

$ NEVADA JOINT UNION HIGH SCHOOL DISTRICT (NEVADA AND YUBA COUNTIES, CALIFORNIA)
2014 GENERAL OBLIGATION REFUNDING BOND

INTEREST RATE: 3.20% per annum

MAATURITY DATE: August 1, 20___

DATED AS OF: _________, 2014

REGISTERED OWNER: Pinnacle Public Finance, Inc., a Delaware Corporation

PRINCIPAL AMOUNT:

The Nevada Joint Union High School District (the “District”) in Nevada and Yuba Counties, California, for value received, 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 until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the “Bond Payment Dates”), commencing February 1, 2015. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2015, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the “Registered Owner”) on the Register maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A. Principal (other than with respect to mandatory sinking fund payments) is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the “Record Date”). The Owner of Refunding Bonds in the aggregate principal amount of $1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.
This bond is one of an authorization of $_______ of bonds issued by the Nevada Joint Union High School District pursuant to Government Code Section 53550 et seq. (the “Act”) for the purpose of (i) advance refunding all or a portion of the outstanding Nevada Joint Union High School District (Nevada and Yuba Counties, California), Election of 2002 General Obligation Bonds, Series B, dated September 21, 2005 (the “Prior Bonds”), and (ii) to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on September 10, 2014 (the “Bond Resolution”), and as specified in the Bond Purchase Contract dated as of ________, 2014, by and between the District and Pinnacle Public Finance, Inc. This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The bonds of this issue are general obligations of the District.

The bonds of this issue comprise $_______ principal amount of current interest bonds, of which this bond is a part (each a “Refunding Bond”).

If a Determination of Taxability (as defined in the Resolution) is made with respect to the Refunding Bonds, then (a) the interest rate on the Refunding Bonds paid by the District to the Registered Owner shall become the Gross-Up Rate (as defined in the Bond Resolution), beginning with the tax year following the year in which the District receives such Determination of Taxability, such rate being sufficient to restore the Registered Owner to the same after-tax yield on the Refunding Bonds that the Registered Owner would have realized had the Refunding Bonds retained their tax-exempt status, and (b) the District shall pay to the Registered Owner, within 30 days after the beginning of the tax year following the date of the Determination of Taxability, the amount which, with respect to the interest payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest payments due and through the date of such event) that are imposed on the interest payments as a result of the Determination of Taxability, will restore the Registered Owner to the same after-tax yield on the Refunding Bonds (assuming tax at the highest marginal corporate tax rate) that the Registered Owner would have realized had the exclusion not been lost.

This bond is exchangeable and transferable for bonds of like tenor, maturity and principal amount and in authorized denominations at the designated 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. All fees and costs of transfer 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.

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 business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption.
The Refunding Bonds are not subject to redemption prior to August 1, 2023. The Refunding Bonds may be redeemed at the option of the District, from any source of funds, in whole, but not in part, on any date on or after August 1, 2023, at a redemption price equal to the principal amount of the Refunding Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

The Refunding Bonds are subject to mandatory sinking fund redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 2015, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Refunding Bonds to be so redeemed, the dates therefor, and the final principal payment date are as indicated in the following table:

<table>
<thead>
<tr>
<th>Redemption Date (August 1)</th>
<th>Principal Amount</th>
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</thead>
</table>

(1) Maturity.

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

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Refunding 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 Refunding Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Refunding 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.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.
IN WITNESS WHEREOF, the Nevada Joint Union High School District, Nevada and Yuba Counties, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees of the District, all as of the date stated above.

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

By: __________________________ (Facsimile Signature)
    President, Board of Trustees

COUNTERSIGNED:

______________________________ (Facsimile Signature)
    [Secretary/Clerk], Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on __________, 2014.

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

By: __________________________ (Manual Signature)
    Authorized Signatory
ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee):

this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: __________________________

Signature Guaranteed:

______________________________

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: ______________________

Unless this certificate is presented by an authorized representative of the Registered Owner to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of the Registered Owner or such other name as requested by an authorized representative of the Registered Owner and any payment is made to the Registered Owner, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the Registered Owner hereof has an interest herein.
LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)

[Secretary/Clerk], Board of Trustees

(Form of Legal Opinion)
SECTION 11. **Delivery of Refunding Bonds.** The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the Purchaser upon payment of the purchase price therefor.

SECTION 12. **Deposit of Proceeds of Refunding Bonds: Escrow Agreement.** An amount of proceeds from the sale of the Refunding Bonds necessary to purchase Federal Securities, or to otherwise refund the Refunded Bonds, shall be transferred to the Escrow Agent for deposit in the “Nevada Joint Union High School District 2014 General Obligation Refunding Bonds Escrow Fund” (the “Escrow Fund”) established under the Escrow Agreement, which amount, if uninvested shall be sufficient, or if invested shall, together with an amount or amounts of cash held uninvested therein, be sufficient to refund the Refunded Bonds, all as set forth in a certificate of an Authorized Officer. Premium or proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds may be deposited in the fund of the District held by a fiscal agent selected thereby and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the “Nevada Joint Union High School District, 2014 General Obligation Refunding Bonds Debt Service Fund” (the “Debt Service Fund”) for the Refunding Bonds and used only for payments of principal and interest on the Refunding Bonds and for no other purpose. The Debt Service Fund shall be held by the County and invested in the County Investment Pool maintained by the Treasurer-Tax Collector of the County. Money on deposit in the debt service fund established for the Refunded Bonds collected to make the payments on the Refunded Bonds due on and after February 1, 2015, as applicable (i) may be used to pay the debt service due on and after February 1, 2015, as applicable on any Prior Bonds not to be refunded from proceeds of the Refunding Bonds, (ii) may be transferred to the Escrow Fund and applied as set forth in the Escrow Agreement or (iii) may be used to pay principal of and interest due, if any, on the Refunding Bonds. Any premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the payment of the costs of issuance of the Refunding Bonds, or some combination of deposits. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District. Notwithstanding any of the foregoing, the provisions of this Section 12 as they relate to the dispersal and allocation of moneys on deposit in the debt service funds established for the Refunded Bonds collected to pay the interest and principal due on and after February 1, 2015, as applicable on the Refunded Bonds and the provisions of this Section 12 as they relate to the application of any premium received by the District from the sale of the Refunding Bonds may be amended by the Purchase Contract so long as the transactions contemplated by such amendment are in compliance with the provisions of the Act.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Paying Agent to the Registered Owner to pay the principal of and interest on the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon
have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal and interest on the Refunding Bonds when due.

SECTION 13. **Rebate Fund.**

(a) **General.** If necessary, there shall be created and established a special fund designated the “Nevada Joint Union High School District 2014 General Obligation Refunding Bonds Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, as amended (the “Code”), as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the “Rebate Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by the Tax Certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the “Tax Certificate”).

(b) **Deposits.**

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Rebate Regulations, using as the “computation date” for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of
Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) **Withdrawal Following Payment of Refunding Bonds.** Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the District.

(d) **Withdrawal for Payment of Rebate.** Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and (b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) **Rebate Payments.** Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) **Deficiencies in the Rebate Fund.** In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) **Withdrawals of Excess Amount.** In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, upon written instructions from the District, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) **Record Retention.** The District shall retain records of all determinations made hereunder until three years after the retirement of the Refunding Bonds.

(i) **Survival of defeasance.** Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

**SECTION 14. Security for the Refunding Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct 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, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is hereby pledged for the payment of the principal of and interest on the Refunding Bonds when and as the same fall due. The District covenants to cause the Counties to take all actions necessary to levy such ad valorem tax in accordance with this Section 14 and Section 53559 of the Act.

SECTION 15. **Arbitrage Covenant.** The District will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section.

SECTION 16. **Legislative Determinations.** The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

SECTION 17. **Reserved.**

SECTION 18. **Defeasance.** All or any portion of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) **Cash:** by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts transferred from the Debt Service Fund, if any, is sufficient to pay and discharge all Refunding Bonds outstanding and designated for defeasance (including all principal and interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) **Government Obligations:** by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys transferred from the Debt Service Fund, if any, together with the interest to accrue thereon, be fully sufficient to pay and discharge all Refunding Bonds outstanding and designated for defeasance (including all principal and interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated outstanding Refunding Bonds shall cease and terminate, except only the obligation of the Paying Agent or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:
Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service or Standard & Poor's. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Standard & Poor's or by Moody's Investors Service.

SECTION 19. Other Actions, Determinations and Approvals.

(a) Officers of the Board, District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(c) The Board anticipates that the Refunded Bonds will be redeemed on the first optional redemption date therefor following the issuance of the Refunding Bonds.

(d) The Board hereby appoints The Bank of New York Mellon Trust Company, N.A. as Escrow Agent for the Refunding Bonds and approves the form of the Escrow Agreement on file with the Secretary to the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by such individual's execution and delivery thereof.

(e) The Board hereby appoints (i) George K. Baum & Company, as the Placement Agent and (ii) Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution may be amended by the Purchase Contract; if the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Section 53558(b) of the Government Code.
SECTION 20. **Resolution to the Counties.** The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer-Tax Collectors of the Counties immediately following its adoption.

SECTION 21. **Continuing Disclosure.** The Board hereby authorizes and directs the Authorized Officers, each alone, to execute and deliver a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate") constituting an undertaking pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance of the Refunding Bonds; however, such execution and delivery of a Continuing Disclosure Certificate shall only be required if requested by the Purchaser. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of any Continuing Disclosure Certificate as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Refunding Bonds.

SECTION 22. **Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.
SECTION 23. **Effective Date.** This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** this 10th day of September, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_______________________________
President, Board of Trustees  
Nevada Joint Union High School District

Attest:

_______________________________
Secretary, Board of Trustees  
Nevada Joint Union High School District
SECRETARY’S CERTIFICATE

I, Louise Johnson, Secretary to the Board of Trustees of the Nevada Joint Union High School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on September 10, 2014, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: September 10, 2014

________________________
Secretary, Board of Trustees
Nevada Joint Union High School District
Quarterly Report to NJUHSD  
September 2, 2014

General Notes
Sierra Academy of Expeditionary Learning launched on August 13, 2014 with 65 students in grades 9 and 10. We have 6 full time staff members and 4 part time staff members. Our SAEL Board still consists of 6 board members and we are working with the NJUHSD to add a board member representative from the NJUHSD. SAEL is proud to be joining the great schools in this area to offer another choice to families through an Expeditionary Learning approach.

Budget/Funding
Please refer to the financial documentation provided for specifics in regards to budgeting and cash flow.

All funds are being spent in accordance with approved and closely monitored budgets with the support of our back office server CSMC. The SAEL Board approved our budget and LCAP and those were presented to the NJUHSD. Scott Warner, our Business Manager from CSMC, continues to work with us as we closely monitor our finances and enrollment numbers. We will revisit our budget around the time of CBEDS reporting in October and understand revisions may need to be made. We have students and families inquiring and enrolling each week, but the full number of enrollees (86) did not attend on the first day of school. We are continuing to advertise heavily, especially in South County.

SAEL received the PCSGP grant of $575,000 on March 13, 2013 and we are continuing to use this funding to support the school as it develops. This is a reimbursable grant that allows us to spend funds and then be reimbursed quarterly for that spending according to a pre-approved and audited budget. In addition, SAEL applied for and received the Revolving Loan for $250,000. This amount will help SAEL cover the delays in funding provided by the state and within the reimbursement system of the PCSGP. In addition, SAEL filed a PENSEC report to ensure early funding from the state.

Staffing
SAEL has a great group of committed teachers and staff who are focused on student achievement. The staff meets regularly on Fridays for Professional Development, in addition to receiving off-site professional development through Expeditionary Learning.

<table>
<thead>
<tr>
<th>Role</th>
<th>Personnel</th>
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</thead>
<tbody>
<tr>
<td>Principal</td>
<td>Erica Crane</td>
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<td>Suzanne Hardin</td>
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<td>English</td>
<td>Jeannie Urbina</td>
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<td>Math</td>
<td>Mike Mendelson</td>
</tr>
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<td>Science</td>
<td>Michelle O'Shea</td>
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<td>Social Science</td>
<td>Amy Hooper</td>
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<td>Adventure/PE and School Aide</td>
<td>Dale Berry</td>
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<tr>
<td>Drama</td>
<td>Dr. Jac Royce</td>
</tr>
<tr>
<td>Technology Education</td>
<td>Jeff Boswell</td>
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</table>
Spanish | Tina Brennan
---|---
Special Education | Sara James

**Staff and School Development**

We are developing our school program through a clear Expeditionary Learning focus. We are in contact with WASC about accreditation and will have our first visit in Spring 2015. We will pursue A-G certification of our courses once we have our initial accreditation. All accreditation and A-G certifications will be retroactive to this first year. We are also pursuing an EL credentialing process with support from the national network.

Through our relationship with Expeditionary Learning, teachers will be attending the following professional development off-site in addition to the weekly professional development and support they receive at SAEL: Western Leadership Cohort, Using Data to Improve Student Achievement, Reading and Writing Grounded in Evidence, Assessment in Daily Instruction, Assessment Planning to Achieve High-Quality Work.

With support from our EL School Designer, Deborah Pinto, the full staff will be meeting regularly to develop curriculum and instructional materials while determining school-wide structures.

**Facilities**

SAEL is located in the G-Wing on the Bear River High School campus. SAEL families and visitors park in front of the library and walk up to our main office located in G-13. Our school is comprised of 5 portables with 4 classrooms and one main office. There is a teacher’s room space in the middle of two of the classrooms.

**Enrollment**

Although our initial enrollment numbers were more promising, we are holding steady at 65 with new inquiries every day. Some families are still just hearing about us and others are contemplating a new direction for their student. We have about 1/3 of our students coming from Placer County. Approximately 1/2 of our students come from small charter or private schools or directly out of homeschools. Two families (Illinois and Ohio) moved from across the country to attend our EL high school program. We have been strongly encouraging any family who considers us to consider all the options in the NJUHSD. We are hopeful that SAEL will be offered as a valid high school option if students in the NJUHSD are looking for a small, project-based school with a curriculum model that has had great results in the community.

**NJUHSD Meetings and Connections**

An Ad Hoc group has met regularly consisting of Superintendent Johnson, Asst. Superintendent Suenram, NJUHSD board representative Schwarz, Chairman of the Board Ezzell, and Principal Crane. This group worked hard to collaborate effectively and to develop aspects of the NJUHSD and SAEL MOU. We are currently working on creating a full MOU for this school year. Our next meeting is on 9/24/14.
## Balance Sheet Detail

### Sierra Academy of Expeditionary Learning

**July 2014**

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<th>Group Description</th>
<th>Account</th>
<th>Account Description</th>
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</tr>
<tr>
<td>Unrestricted Net Assets</td>
<td>9790-020</td>
<td>Undesignated Fund Balance</td>
<td>($42,928)</td>
</tr>
<tr>
<td>Profit/Loss YTD</td>
<td></td>
<td></td>
<td>($106,275)</td>
</tr>
<tr>
<td><strong>Total Net Assets</strong></td>
<td></td>
<td></td>
<td>($149,204)</td>
</tr>
<tr>
<td><strong>Total Liabilities And Net Assets</strong></td>
<td></td>
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<td>$198,628</td>
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</tbody>
</table>
# Balance Sheet Detail

**Sierra Academy of Expeditionary Learning**  
June 2014

<table>
<thead>
<tr>
<th>Group Description</th>
<th>Account</th>
<th>Account Description</th>
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<tbody>
<tr>
<td>Liquidity Ratio</td>
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<tr>
<td><strong>Assets</strong></td>
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</tr>
<tr>
<td><strong>Current Assets</strong></td>
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</tr>
<tr>
<td>Cash</td>
<td>9120-010</td>
<td>Cash in Bank(s)</td>
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<td>Accounts Receivables</td>
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<td><strong>Fixed Assets</strong></td>
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<tr>
<td>Total Fixed Assets</td>
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</tr>
<tr>
<td><strong>Other Assets</strong></td>
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<tr>
<td>Total Other Assets</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td></td>
<td></td>
<td>$23,413</td>
</tr>
<tr>
<td><strong>Liabilities And Net Assets</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current Liabilities</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Current Liabilities</td>
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</tr>
<tr>
<td><strong>Long Term Liabilities</strong></td>
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<td><strong>Net Assets</strong></td>
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<td></td>
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