



# WOODVILLE UNION SCHOOL DISTRICT

16541 ROAD 168 | PORTERVILLE, CALIFORNIA

## REGULAR BOARD MEETING AGENDA

November 9, 2015-5:00 P.M. - Cafeteria

1. **CALL TO ORDER** Time: \_\_\_\_\_ by Board President Miguel Guillen

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Fabiola Guerrero.....Present ☐ Absent ☐ Late ☐  
 Miguel Guillen.....Present ☐ Absent ☐ Late ☐  
 Amanda Medina.....Present ☐ Absent ☐ Late ☐  
 Lorena Espinoza..... Present ☐ Absent ☐ Late ☐  
 Rick Luna..... Present ☐ Absent ☐ Late ☐

4. **CONSENT AGENDA**

4.1 Approval of Regular Board Meeting Agenda dated November 9, 2015

4.2 Approval of Regular Board Meeting Minutes dated October 12, 2015 (Enclosure Item 4.2)

4.3 Approval of Personnel Report (Enclosure Item 4.3)

4.4 Approval of vendor payments; warrant numbers (Enclosure Item 4.4)

October 15, 2015                      ck#'s 61546961-61546974 \$168,475.62

October 29, 2015                      ck#'s 61549261-61549279 \$12,202.21

GRAND TOTAL    \$ 180,677.83

Motion to approve Consent Agenda by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

\_\_\_ Guerrero \_\_\_ Guillen \_\_\_ Medina \_\_\_ Espinoza \_\_\_ Luna  
 Motion: Passed \_\_\_\_\_ Failed \_\_\_\_\_

5. **PUBLIC COMMENTS**

*Time Allocation: An individual speaker will be permitted up to three minutes for a comment. This will be strictly adhered to with assistance of the Board President.*

6. **CORRESPONDENCE/INFORMATION ITEMS**

6.1 2015 Fall Institute for School Board Members, School Administrators & County Committee on School District organization on Wednesday, Nov. 18 (Enclosure Item 6.1)

6.2 CSBA conference December 2-5, 2015 in San Diego

7. **PUBLIC HEARING ITEMS**

8. **REPORTS/PRESENTATIONS**

9. **BOARD'S REPORT**

**10. SUPERINTENDENT'S REPORT**

- 10.1 Fall Festival Report
- 10.2 Main Office
- 10.3 Business Office
- 10.4 Pre School

**11. ACTION ITEMS**

**Approval of Resolution No. 2015-2016 / #4 for State Building Funds Application for Woodville Elementary School Modernization Project, OPSC Application (Enclosure 11)**

Motion to approve Item #11 by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

\_\_\_ Guerrero \_\_\_ Guillen \_\_\_ Medina \_\_\_ Espinoza \_\_\_ Luna

Motion: Passed \_\_\_\_\_ Failed \_\_\_\_\_

**12. Approval to Consent to Joint representation and Waiver of Potential Conflict of Interest: Sale and Purchase of Portable Buildings between Porterville Unified School District and Woodville Union School District (Enclosure 12)**

Motion to approve Item #12 by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

\_\_\_ Guerrero \_\_\_ Guillen \_\_\_ Medina \_\_\_ Espinoza \_\_\_ Luna

Motion: Passed \_\_\_\_\_ Failed \_\_\_\_\_

**13. Approval of November 2015 Budget Revision to account for New Special Day Class Teacher and two Aides. Also received funding for Microsoft Vouchers. (Enclosure 13).**

Motion to approve Item #13 by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

\_\_\_ Guerrero \_\_\_ Guillen \_\_\_ Medina \_\_\_ Espinoza \_\_\_ Luna

Motion: Passed \_\_\_\_\_ Failed \_\_\_\_\_

**14. Approval of Memorandum of Understanding with Tulare County Superintendent of School and Woodville Union School District for Lease agreement for Early Childhood Education Program (Enclosure 14).**

Motion to approve Item #14 by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

\_\_\_ Guerrero \_\_\_ Guillen \_\_\_ Medina \_\_\_ Espinoza \_\_\_ Luna

Motion: Passed \_\_\_\_\_ Failed \_\_\_\_\_

**15. Approval to set date for Annual Organization Meeting for December 14, 2015. (Enclosure 15).**

Motion to approve Item #15 by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

\_\_\_ Guerrero \_\_\_ Guillen \_\_\_ Medina \_\_\_ Espinoza \_\_\_ Luna

Motion: Passed \_\_\_\_\_ Failed \_\_\_\_\_

**16. ORGANIZATIONAL BUSINESS**

Consideration of any item that the Governing Board wishes to have on the agenda for the next Board meeting.

**17. ADJOURN MEETING**

Motion to Adjourn by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

     Guerrero      Guillen      Medina      Espinoza      Luna  
 Motion: Passed      Failed     

Members of the public may address the Board during the public comments period, or at the time an item on the agenda is being discussed. A maximum of three (3) minutes will be allotted to each individual wishing to speak with a maximum of fifteen (15) minutes allotted for each agenda item. Board action cannot be taken on any item not appearing on the agenda.

If needed, a written notice should be submitted to the Superintendent requesting disability-related accommodations or modifications, including auxiliary aides and services.

Notice: If documents are distributed to the board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the District Office located at 16541 Road 168, Porterville, CA.

Los miembros del público pueden dirigirse a la Mesa durante el período de comentarios públicos, o en el momento un punto en el orden del día se está discutiendo. Un máximo de tres (3) minutos será asignado a cada persona que desee hablar con un máximo de quince (15) minutos asignados para cada tema del programa. Medidas de la Junta no se puede tomar en cualquier artículo que no figure en el orden del día.

Si es necesario, un aviso por escrito debe ser presentado al Superintendente solicitando relacionados con la discapacidad adaptaciones o modificaciones, incluyendo asistentes y servicios auxiliares.

Aviso: Si los documentos se distribuyen a los miembros de la junta sobre un tema del programa dentro de las 72 horas de una reunión de la junta regular, al mismo tiempo, los documentos estarán disponibles para inspección pública en la Oficina del Distrito ubicada en 16541 Road 168, Porterville, CA.

Agenda submitted and posted by:

Jessica Fung

Fiscal Services Technician





**WOODVILLE UNION SCHOOL DISTRICT**  
16541 ROAD 168 | PORTERVILLE, CALIFORNIA

**REGULAR BOARD MEETING Minutes**  
*October 12, 2015-5:00 P.M. - Cafeteria*

1. **CALL TO ORDER** Time: 5:01pm by Board Clerk Amanda Medina

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Fabiola Guerrero.....Present ☒ Absent ☐ Late ☐  
Miguel Guillen.....Present ☐ Absent ☐ Late ☒ 5:35 PM  
Amanda Medina.....Present ☒ Absent ☐ Late ☐  
Lorena Espinoza.....Present ☐ Absent ☐ Late ☒ 5:04 PM  
Rick Luna.....Present ☒ Absent ☐ Late ☐

4. **CONSENT AGENDA**

4.1 Approval of Regular Board Meeting Agenda dated November 9, 2015

4.2 Approval of Regular Board Meeting Minutes dated October 12, 2015 (Enclosure Item 4.2)

4.3 Approval of vendor payments; warrant numbers (Enclosure Item 4.3)

September 10, 2015                      ck#'s 61537527-61537545 \$25,822.92

September 24, 2015                      ck#'s 61540258-61540300 \$29,762.41

October 8, 2015                      ck#'s \$214,762.04

GRAND TOTAL                                      \$270,347.37

Motion to approve Consent Agenda by:Luna\_\_\_\_\_ Seconded by:Guerrero\_\_\_\_\_

✓ Guerrero Absent\_\_ Guillen ✓ Medina ✓ Espinoza ✓ Luna  
Motion: Passed ✓ Failed\_\_\_\_\_

5. **PUBLIC COMMENTS**

*Time Allocation: An individual speaker will be permitted up to three minutes for a comment. This will be strictly adhered to with assistance of the Board President.*

Vincent Salinas running for Board of Supervisors Tulare County Area 1 introduced himself to the Board.

6. **CORRESPONDENCE/INFORMATION ITEMS**

6.1 Quarterly Williams Report (Enclosure Item 6.1)

7. **PUBLIC HEARING ITEMS**

8. **REPORTS/PRESENTATIONS**

8.1 Cancellation of Board Member's attendance to CSBA's Masters in Governance trainings.

9. **BOARD'S REPORT**

**10. SUPERINTENDENT'S REPORT**

- 10.1 Marquee update- will put at an angle to get maximum visibility.
- 10.2 Lighting retrofit- add to the basketball courts and the front of school.
- 10.3 Superintendent & Business Office move back to Old District Office
- 10.4 Preschool- discussion of adding a preschool to Woodville. Would be a three year commitment.

**11. ACTION ITEMS**

**Approval of 8<sup>th</sup> grade overnight field trip to San Francisco in May 2016. (Enclosure 11)**

Motion to approve Item #11 by: Espinoza Seconded by: Medina

✓ Guerrero ✓ Guillen ✓ Medina ✓ Espinoza ✓ Luna

Motion: Passed ✓ Failed

**12. Approval to hire Kimberly Margevich as a 1st grade teacher for the 2015-2016 Academic School Year. She has a CBEST Waiver, as recommended by County Credentials Department.**

Motion to approve Item #12 by: Luna Seconded by: Guillen

✓ Guerrero ✓ Guillen ✓ Medina ✓ Espinoza ✓ Luna

Motion: Passed ✓ Failed

**13. Approval to hire Charles Morehead as Special Day Class teacher for the 2015-2016 Academic School Year. He is Fully Credentialed in Special Day Class.**

Motion to approve Item #13 by: Luna Seconded by: Espinoza

✓ Guerrero ✓ Guillen ✓ Medina ✓ Espinoza ✓ Luna

Motion: Passed ✓ Failed

**14. Approval to hire Angelina Bojorquez as a part-time Special Day Class Aide/ Resource Aide for the 2015-2016 Academic School Year.**

Motion to approve Item #14 by: Espinoza Seconded by: Medina

✓ Guerrero ✓ Guillen ✓ Medina ✓ Espinoza ✓ Luna

Motion: Passed ✓ Failed

**15. Approval to hire Kayla Mora as a part-time Special Day Class Aide/ Resource Aide for the 2015-2016 Academic School Year.**

Motion to approve Item #15 by: Luna Seconded by: Guerrero

✓ Guerrero ✓ Guillen ✓ Medina ✓ Espinoza ✓ Luna

Motion: Passed ✓ Failed

**16. Approval of hiring Bernie Gutierrez as a part-time Technology Aide as part of CSEA, retroactive to September 1, 2015.**

Motion to approve Item #16 by: Luna Seconded by: Guerrero

✓ Guerrero ✓ Guillen ✓ Medina ✓ Espinoza ✓ Luna  
 Motion: Passed ✓ Failed \_\_\_\_\_

**17. Approval to hire Irene Guillen as a English Learner Language Aide.**

Motion to approve Item #17 by: Guerrero \_\_\_\_\_ Seconded by: Medina \_\_\_\_\_

✓ Guerrero Abstain Guillen ✓ Medina Abstain Espinoza ✓ Luna  
 Motion: Passed ✓ Failed \_\_\_\_\_

**18. Approval of Consulting Contract with Project Consulting Adjunct Staff 4 Education, Inc. for E-Rate Funding Year 19 (FY 2016-2017) Services. (Enclosure Item 18)**

Motion to approve Item #18 by: Luna \_\_\_\_\_ Seconded by: Medina \_\_\_\_\_

✓ Guerrero ✓ Guillen ✓ Medina ✓ Espinoza ✓ Luna  
 Motion: Passed ✓ Failed \_\_\_\_\_

**19. Approval of REQUEST TO FILE FORM 470 POSTINGS FOR E-RATE YEAR 19 (2016-2017) (Enclosure Item 19)**

Motion to approve Item #19 by: Guillen \_\_\_\_\_ Seconded by: Luna \_\_\_\_\_

✓ Guerrero ✓ Guillen ✓ Medina ✓ Espinoza ✓ Luna  
 Motion: Passed ✓ Failed \_\_\_\_\_

**20. Approval of Agreement for 403(b) and 457 Payroll Administration Fee Remittance and Related Processing by Tulare County Office of Education for 2016-2017 (Enclosure Item 20)**

Motion to approve Item #19 by: Luna \_\_\_\_\_ Seconded by: Medina \_\_\_\_\_

✓ Guerrero ✓ Guillen ✓ Medina ✓ Espinoza ✓ Luna  
 Motion: Passed ✓ Failed \_\_\_\_\_

**21. ADJOURN TO CLOSED SESSION**

It is the intention of this Governing Board to meet in Closed Session concerning:  
 N/A

**22. Reconvene to Open session at \_\_\_\_\_ N/A \_\_\_\_\_**

**23. ORGANIZATIONAL BUSINESS**

Consideration of any item that the Governing Board wishes to have on the agenda for the next Board meeting.

**24. ADJOURN MEETING**

Motion to Adjourn at 5:57 pm by: Medina \_\_\_\_\_ Seconded by: Espinoza \_\_\_\_\_

✓ Guerrero ✓ Guillen ✓ Medina ✓ Espinoza ✓ Luna  
 Motion: Passed ✓ Failed \_\_\_\_\_

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Minutes submitted by:

Jessica Fung  
Fiscal Services Technician



**WOODVILLE UNION SCHOOL DISTRICT  
PERSONNEL REPORT  
November 9, 2015**

**CERTIFICATED EMPLOYEES**

**Hired / Rehired:**

**Amended / Modified:**

**Resigned / Terminated (the Superintendent has received and accepted):**

Candy Alari	Business Manager
Jessica Fung	Fiscal Services Technician

**CLASSIFIED EMPLOYEES**

**Hired / Rehired:**

**Amended / Modified:**

**Resigned / Terminated (the Superintendent has received and accepted):**

**STIPEND / COACHING ASSIGNMENTS: 2015-2016**

Authorization of Temporary Stipend / Coaching Assignments for the **2015/16** school year is below:  
*(Items for approval at this meeting are highlighted as new)*

**\*Funding contingent on 2x number of players. Roster must be provided for verification of number of players before stipend is paid.**

**OTHER**

64 Woodville Union Elementary School  
**Tulare County Office of Education**  
**Accounts Payable Final - 10/15/2015 4:53:51 PM**  
 10/16/2015 3:19:37PM

**\*\* FINAL \*\***  
 Batch No 135

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT	Audit
000178	AMERIPRIDE UNIFORM SERVICES	PV-160373	9/18/2015		1501455733		010-00000-0-00000-82000-55000-0-0000	\$66.69			
						cleaning services					
						<b>Total Check Amount:</b>		\$66.69			
001064	DIGITECH INTEGRATION INC.	PV-160371	10/1/2015		2015-1095		010-81500-0-00000-81100-56000-0-0000	\$172.50			
						repair fire alarm					
						<b>Total Check Amount:</b>		\$172.50			
000351	EMPLOYMENT DEVELOPMENT DEPART.	PV-160367	10/15/2015		jul-sept 2015		010-00000-0-00000-00000-95025-0-0000	\$367.22			G
						3rd quarter 2015 contribution					
						<b>Total Check Amount:</b>		\$367.22			
001175	FOX INTERPRETING	PV-160374	10/5/2015		19320		010-65000-0-57700-11300-58000-3-0000	\$7,862.50			
						sept. 2015 interpreting services					
						<b>Total Check Amount:</b>		\$7,862.50			
001453	INDOOR ENVIRONMENTAL SERVICES	PV-160375	10/12/2015		1-1		010-62300-0-00000-85000-65000-0-0000	\$132,309.60			A
						prop 39					
						<b>Total Check Amount:</b>		\$132,309.60			
001185	INGRAM BAND SUPPLY LLC	PV-160380	10/6/2015		3071-3085-3091		010-00000-0-11331-10000-56000-0-0000	\$50.00			
						band instrument repair & parts					
						010-00000-0-11331-10000-43000-0-0000		\$249.33			
						<b>Total Check Amount:</b>		\$299.33			
001217	ITC	PV-160372	10/13/2015		14176		010-81500-0-00000-81100-56000-0-0000	\$130.00			
						replace phone line in rm 3					
						<b>Total Check Amount:</b>		\$130.00			
000495	LOZANO SMITH, LLP	PV-160370	9/30/2015		41615-8		010-00000-0-00000-71200-58000-0-0000	\$1,061.03			
						legal services sept. 2015					
						<b>Total Check Amount:</b>		\$1,061.03			

64 Woodville Union Elementary School  
**Tulare County Office of Education**  
**Accounts Payable Final - 10/15/2015 4:53:51 PM**

10/16/2015  
3:19:37PM

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APY500

\*\* FINAL \*\*  
Batch No 135

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
000323	PORTERVILLE UNIFIED SCHOOL	PV-160379	10/14/2015		7094		130-53100-0-00000-37000-58000-0-0000	\$14,907.75		
	PORTERVILLE UNIFIED SCHOOL		10/14/2015		7094	aug 2015 lunches	130-53200-0-00000-37000-58000-0-0000	\$8,719.95		
								<b>\$23,627.70</b>		
001202	RAY MORGAN CO	PV-160378	10/6/2015		1037258		010-11000-0-11100-10000-56000-0-0000	\$912.01		
						sept. 2015 copier usage		<b>\$912.01</b>		
000998	SHELL	PV-160376	9/25/2015		13128		010-00000-0-00000-36000-43000-0-0000	\$77.61		
						fuel		<b>\$77.61</b>		
000836	SupplyWorks	PV-160377	10/9/2015		5151422& 424		010-00000-0-00000-82000-43000-0-0000	\$581.84		
						cafeteria & operation supplies	130-53100-0-00000-37000-43000-0-0000	\$243.13		
								<b>\$824.97</b>		
000898	VILLARREAL, HERMAN	PV-160369	10/9/2015		10/8/15 & 10/12/15		010-00000-0-00000-27000-52000-0-0000	\$159.85		
	VILLARREAL, HERMAN		10/9/2015		10/8/15 & 10/12/15	principal academy, safety safe	010-00000-0-00000-27000-43000-0-0000	\$220.61		
								<b>\$380.46</b>		
000499	WOODVILLE REVOLVING CASH FUND	PV-160368	10/1/2015		2230-2231		130-53100-0-00000-00000-86340-0-0000	\$38.00		
	WOODVILLE REVOLVING CASH FUND		10/1/2015		2230-2231	lunch error reimb. red ribbon shirts	010-00000-0-00000-27000-43000-0-0000	\$346.00		
								<b>\$384.00</b>		

**\*\* FINAL \*\***  
 Batch No 135

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate		Total Accounts Payable:	Amount	Flag	EFT
						Check	Account Code				

Batch No 135

\$168,475.62

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling \$168,475.62 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Authorizing Signature *Cathy Allen* Date 10/16/15

Fund Summary		Total
010		\$144,566.79
130		\$23,908.83
Total		\$168,475.62

64 Woodville Union Elementary School  
**Tulare County Office of Education**  
**Accounts Payable Final - 10/15/2015 4:53:51 PM**

10/16/2015  
 3:19:37PM

Page 1 of 1  
 APY500

**\*\* FINAL \*\***  
**Batch No 135**

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
Total District Payment Amount:								\$168,475.62		

64 Woodville Union Elementary School  
**Tulare County Office of Education**  
**Accounts Payable Final - 10/29/2015 2:49:26 PM**

10/30/2015  
2:48:42PM

Page 1 of 3  
APY500

**\*\* FINAL \*\***  
**Batch No 137**  
Audit

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
001333	AMAZON	PV-160385	10/29/2015		aug-sept 2015		010-07200-0-11100-10000-43000-0-0000	\$2,323.25		
	AMAZON		10/29/2015		aug-sept 2015	microsoft voucher, teacher supplies, technology	010-07200-0-11100-10000-43000-0-0000	\$27.36		
	AMAZON		10/29/2015		aug-sept 2015		010-63000-0-11100-10000-43000-0-3700	\$42.12		
	AMAZON		10/29/2015		aug-sept 2015		010-90292-0-00000-72000-43000-0-0000	\$129.56		
							<b>Total Check Amount:</b>	<b>\$2,522.29</b>		
000178	AMERIPRIDE UNIFORM SERVICES	PV-160386	10/15/2015		1501474603		010-00000-0-00000-82000-55000-0-0000	\$66.69		
						wash pillow, mop, mats				
							<b>Total Check Amount:</b>	<b>\$66.69</b>		
001073	AT&T	PV-160387	10/13/2015		7163876		010-00000-0-00000-82000-59000-0-0000	\$1,089.85		
						phone bill 9/13/15-10/12/15				
							<b>Total Check Amount:</b>	<b>\$1,089.85</b>		
001079	BUZZ KILL PEST CONTROL	PV-160388	10/13/2015		46185		010-00000-0-00000-82000-55000-0-0000	\$190.00	H	
						october 2015 pest control				
							<b>Total Check Amount:</b>	<b>\$190.00</b>		
000976	CALIFORNIA TURF EQUIPMENT & SU	PV-160389	10/19/2015		275674		010-00000-0-00000-82000-43000-0-0000	\$364.58		
						gardening supplies				
							<b>Total Check Amount:</b>	<b>\$364.58</b>		
000931	CASTANEDA, RUBEN	PV-160390	10/20/2015		october 2015		010-30100-0-00000-24200-52000-0-0000	\$855.33		
						aeries conference reimb.				
							<b>Total Check Amount:</b>	<b>\$855.33</b>		
000967	CELATA, BRIDGETTE	PV-160391	10/20/2015		sept-oct 2015		010-42030-0-11100-10000-43000-0-0000	\$37.14		
	CELATA, BRIDGETTE		10/20/2015		sept-oct 2015	mileage & supplies reimb.	010-30100-0-11100-10000-52000-0-0000	\$32.43		
							<b>Total Check Amount:</b>	<b>\$69.57</b>		
001308	DON ROSE OIL CO., INC.	PV-160392	10/19/2015		179997		010-00000-0-00000-36000-43000-0-4310	\$463.29		
						fuel				

3

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
000661	FIRST BANKCARD	PV-160383	10/14/2015		october 2015	*	010-42030-0-11100-10000-43000-0-0000	\$138.00		
	FIRST BANKCARD		10/14/2015		october 2015	*	010-00000-0-00000-27000-52000-0-0000	\$13.18		
	FIRST BANKCARD		10/14/2015		october 2015	*	010-07200-0-11306-42000-43000-0-0000	\$324.75		
						Total Check Amount:			\$463.29	
000661	FIRST BANKCARD	PV-160384	10/19/2015		sept-oct 2015	*	010-00000-0-00000-72000-58000-0-0000	\$277.80		
	FIRST BANKCARD		10/19/2015		sept-oct 2015	*	010-07200-0-00000-24200-43000-0-0000	\$3.50		
	FIRST BANKCARD		10/19/2015		sept-oct 2015	*	010-07200-0-00000-85000-65000-0-0000	\$292.29		
	FIRST BANKCARD		10/19/2015		sept-oct 2015	*	010-07200-0-11100-10000-43000-0-0000	\$236.96		
	FIRST BANKCARD		10/19/2015		sept-oct 2015	*	130-53100-0-00000-37000-43000-0-0000	\$41.42		
	FIRST BANKCARD		10/19/2015		sept-oct 2015	*	010-00000-0-00000-73000-58000-0-0000	\$106.92		
	FIRST BANKCARD		10/19/2015		sept-oct 2015	*	010-07200-0-00000-24200-43000-0-0000	\$124.86		
						Total Check Amount:			\$1,083.75	
001175	FOX INTERPRETING	PV-160393	10/16/2015		19408		010-65000-0-57700-11300-58000-3-0000	\$2,575.00		
						october 2015 interpreting services				
						Total Check Amount:			\$2,575.00	
001217	TTC	PV-160394	10/13/2015		14189-14181-14213		010-81500-0-00000-81100-56000-0-0000	\$1,182.02		D
						relocating and adding telecommunication				
						Total Check Amount:			\$1,182.02	
000488	LINDER EQUIPMENT	PV-160395	10/26/2015		17271-72-74-94		010-00000-0-00000-36000-56000-0-0000	\$578.00		
						bus repairs				
						Total Check Amount:			\$578.00	
000259	MORRIS LEVIN & SON	PV-160396	10/19/2015		10624953		010-81500-0-00000-81100-43000-0-0000	\$65.06		
						insect spray				
						Total Check Amount:			\$65.06	
001022	OFFICE DEPOT	PV-160397	10/14/2015		799128-72488-72504		010-63000-0-11100-10000-43000-0-6929	\$61.06		
						classroom supplies				
						Total Check Amount:			\$61.06	

64 Woodville Union Elementary School  
**Tulare County Office of Education**  
**Accounts Payable Final - 10/29/2015 2:49:26 PM**

10/30/2015  
 2:48:42PM

Page 3 of 3  
 APY500

**\*\* FINAL \*\***  
**Batch No 137**

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
001022	OFFICE DEPOT	PV-160397	10/14/2015		799128-72488-72504		010-63000-0-11100-10000-43000-0-4633 classroom supplies	\$165.65		
							<b>Total Check Amount:</b>	<b>\$226.71</b>		
000323	PORTERVILLE UNITED SCHOOL	PV-160398	10/15/2015		7130		010-00000-0-00000-27000-43000-0-0000 career day adult meals	\$70.00		
							<b>Total Check Amount:</b>	<b>\$70.00</b>		
000478	SOUTHERN CALIFORNIA EDISON	PV-160399	10/20/2015		9/18/15-10/16/15		010-00000-0-00000-82000-55002-0-0000 16401 & 16563 9/18/15-10/16/15 elec bill	\$14.16		
							<b>Total Check Amount:</b>	<b>\$14.16</b>		
000836	SupplyWorks	PV-160400	10/14/2015		5151424-422		010-00000-0-00000-82000-43000-0-0000 cafeteria and operation supplies	\$52.70		
	SupplyWorks		10/14/2015		5151424-422		130-53100-0-00000-37000-43000-0-0000	\$219.28		
							<b>Total Check Amount:</b>	<b>\$271.98</b>		
000499	WOODVILLE REVOLVING CASH FUND	PV-160401	10/27/2015		2233		130-53100-0-00000-00000-86340-0-0000 lunch taken in error retrib.	\$38.00	G	
							<b>Total Check Amount:</b>	<b>\$38.00</b>		



\*\* FINAL \*\*  
Batch No 137

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Audit Flag	EFT
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Total District Payment Amount: \$12,202.21

64 Woodville Union Elementary School  
**Tulare County Office of Education**  
**Accounts Payable Final - 10/29/2015 2:49:26 PM**

10/30/2015  
 2:48:42PM

Page 1 of 1  
 APY500

**\*\* FINAL \*\***  
**Batch No 137**

Vendor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Separate Check	Account Code	Amount	Flag	EFT
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Batch No 137

Total Accounts Payable:

\$12,202.21

The School District hereby orders that payment be made to each of the above vendors in the amounts indicated on the preceding Accounts Payable Final totaling \$12,202.21 and the County Office of Education transfer the amounts from the indicated funds of the district to the Check Clearing Fund in order that checks may be drawn from a single revolving fund (Education Code 42631 & 42634).

Authorizing Signature *Carol Allen* Date 10/30/15

Fund Summary		Total
010		\$11,903.51
130		\$298.70
Total		\$12,202.21

# 2015 FALL INSTITUTE

*for School Board Members, School Administrators &  
County Committee on School District Organization*

**WEDNESDAY, NOVEMBER 18, 2015**

**5:00 p.m., Wyndham Visalia  
(formerly Visalia Holiday Inn)  
9000 West Airport Drive, Visalia**

Don't miss this wonderful event for School Board Members, Administrators and County Committee Members featuring **Dr. Jeffrey W. Frost with Frost, Davis & Donnelly**. The event also features informative breakout sessions on current educational and legal matters, plus dinner and entertainment!

## **SPECIAL GUEST SPEAKER**

**Dr. Jeffrey W. Frost, Legislative Advocate** has over 30 years of experience lobbying the California State Legislature for public agencies on education, local government and transportation. In 1990, Dr. Frost founded the legislative advocacy firm of Frost, Davis & Donnelly based in Sacramento. The firm specializes in advocacy and policy development for education associations, school districts and corporations with a direct interest in public education issues. Dr. Frost has expertise in a broad range of public education areas, including school finance, curriculum, English language learner policies, education technology and special education.

## **EVENT SCHEDULE**

5:00 p.m. - Registration & Hors d'Oeuvres  
5:30 p.m. - Breakout Session I  
6:25 p.m. - Breakout Session II  
7:15 p.m. - Dinner/Program

## **RSVP BY FRIDAY, NOVEMBER 13**

For information, contact Marlene Moreno at (559) 733-6302. Register On-line at: [www.tcoe.org/FallInstitute](http://www.tcoe.org/FallInstitute), or e-mail: [marleneim@tcoe.org](mailto:marleneim@tcoe.org). Fax: (559) 627-5219.

## **REGISTRATION**

*County Committee on School District Organization and School Board Members attend at no cost as guests of the County Superintendent of Schools.*

## **SCHOOL ADMINISTRATORS AND GUESTS: \$38.00 PER PERSON**

Please make checks payable to: TCOE (no purchase orders, please).

Mail remittance to:

Tulare County Office of Education  
attn: Jim Vidak  
P.O. Box 5091 Visalia, CA 93278-5091

Name(s): \_\_\_\_\_

District: \_\_\_\_\_

☐ I am a member of a School Board or County Committee (no payment required)

☐ I would prefer a vegetarian meal ☐ I would prefer a gluten-free meal

Number of reservations: \_\_\_\_\_ Phone: \_\_\_\_\_

*sponsored by*

**Tulare County  
Office of Education**

*Jim Vidak, County Superintendent of Schools*



**Tulare County  
School Boards Association**



WOODVILLE UNION ELEMENTARY SCHOOL DISTRICT  
RESOLUTION NO.2015-2016 / # 4  
**STATE BUILDING FUNDS APPLICATION**

Whereas, the WOODVILLE UNION ELEMENTARY SCHOOL DISTRICT has eligibility for new construction and/or modernization projects and desires to apply for state funding under the Leroy F. Greene School Facilities Act of 1998 (Chap. 12.5, Part 10, Div. 1, commencing with Section 17070.10, et seq., of the Education Code) for the following projects

1. Woodville Elementary School Modernization Project, OPSC Application #57/72298-00-002, PTN – 72298-008

; And

Whereas, the Board of Trustees of the Woodville Union Elementary School District has decided to apply to the State School Building Program for State funds; and

Whereas, the Board of Trustees has reviewed the application for submittal to the Office of Public School Construction;

Now, therefore be it hereby resolved by the Board of Trustees of the Woodville Union Elementary School District, as follows:

1. That the statements set forth in the application and supporting documents are true and correct to the best of our knowledge and belief;
2. That Dagoberto Garcia, Ed.D., Superintendent, is hereby designated as District Representative of the District and is hereby authorized and directed to file, on behalf of the District, such applications with the State Allocation Board;
3. That the District agrees to pay its match of the total costs of the project, unless the District qualifies for financial hardship funding, of which the District may only have to pay a portion or none of its share;
4. That the District certifies that the exact plans and specifications (P & S) for the project will be approved by DSA and CDE prior to requesting final apportionment;
5. The school board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on this application;
6. The school board acknowledges that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the application does not provide a guarantee of future State funding;

WOODVILLE UNION ELEMENTARY SCHOOL DISTRICT  
RESOLUTION NO. 2015-2016 / # 4  
STATE BUILDING FUNDS APPLICATION

7. The school board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the application being submitted;
8. The school board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's Approved Application may be returned;
9. The school board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities;
10. The school board acknowledges that, if bond authority becomes available for the Board to provide funding for the submitted application, the School District must apply for financial hardship status.

Enacted this 9th day of November, 2015  
by the Woodville Union Elementary School District Board of Trustees.

Ayes:  
Noes:  
Absent:

---

Miguel Guillen, President of the Board of Trustees of  
the Woodville Union Elementary School District  
of Tulare County, California



Desiree Serrano  
Attorney at Law

E-mail: dserrano@lozanosmith.com

October 26, 2015

**By U.S. Mail**

Dr. John Snavelly  
Superintendent  
PORTERVILLE UNIFIED SCHOOL DISTRICT  
600 West Grand Ave.,  
Porterville, CA 93257

Dr. Dagoberto Garcia  
Superintendent  
WOODVILLE UNION SCHOOL DISTRICT  
16541 Rd 168  
Porterville, CA 93257

Re: Consent to Joint Representation and Waiver of Potential Conflict of Interest: Sale and Purchase of Portable Buildings

Dear Dr. Snavelly and Dr. Garcia:

You have asked us to represent you in the sale and purchase in which Porterville Unified School District is considering selling certain portable buildings to Woodville Union School District (The "Matter"). As legal counsel for both, we are most happy to be of assistance in facilitating this mutually beneficial arrangement.

We need to make you aware that there is a potential for a conflict of interest in our firm's representation of both Districts regarding the agreement and any updates to the agreement. In cases of multiple client representation, there is a risk of divided or at least shared attorney-client loyalties. Although we are not currently aware of any actual adverse effects of such divided or shared loyalty, it is possible that issues may arise as to which our representation of one District may be materially limited by our representation of the other, and vice versa. If a dispute arises between the Districts concerning the Matter, the attorney-client privilege generally will not protect communications that have taken place between or among the Districts and attorneys in our firm regarding the Matter. Anything you disclose to us regarding the Matter, may be disclosed to the other District, and vice versa. Additionally, if a dispute or conflict develops between the Districts, whether over this agreement or some other matter, then (a) either District generally will be able to disqualify us from representing the other District with respect to such conflict or dispute; and (b) if such a conflict or dispute affects the Matter itself, then we generally would be disqualified from any further representation of either District in relation to the Matter.

*Limited Liability Partnership*

515 South Figueroa Street, Suite 750 Los Angeles, California 90071 Tel: 213-929-1066 Fax: 213-929-1077

Dr. Snively and Dr. Garcia  
October 26, 2015  
Page 2

Again, we do not believe that our representation currently involves any actual conflict of interest, and both Districts have indicated to us their understanding of the benefits of joint representation. However, because your individual interests could become inconsistent, we are required by California Rule of Professional Conduct 3-310 to bring this matter to your collective and individual attention and to obtain the written Consent of each party to our joint representation of all in this matter. A copy of Rule 3-310 is enclosed for your information, we further believe that each party should be given the opportunity to seek outside counsel to review the proposed joint representation should they choose to do so.

If we are required to withdraw from representation, each of you are entitled to client files and property. (Rule 3-700.) To the extent there is only one original document, we propose that other parties accept a copy.

We have a duty to maintain client confidences and secrets. (Business and Professions Code, § 6068, subd. (e).) At the same time, we have a duty of disclosure to keep clients reasonably informed of significant developments. (Business and Professions Code, § 6068, subd. (m); Rule 3-500.) Further, if there are civil proceedings, neither entity may claim attorney-client privilege as to a communication made in the course of this relationship. (Evidence Code, § 962.) Therefore, in consenting to our representation, you are allowing confidential information relating to the Matter to be shared with each of the other agencies.

We request that you signify your informed written consent to our representation of each of you in the Matter by signing and dating the attached agreement, retaining one copy for your files and forwarding the executed copy to our office. We further request that each of you confirm that any legal fees that may be outside of the consortium costs for this assignment are to be split equally between the two Districts.

At the next Board meeting, your respective Boards can ratify each School District's consent. While we hope that each School District will recognize these requirements as the technical necessities they are, and recognize our efforts to fairly reflect the intent of each party, should any of you have any questions or concerns, please do not hesitate to contact us or seek the advice of outside legal counsel of your choice.

Sincerely,

LOZANO SMITH



Desiree Serrano  
Encl.: Rule 3-310

bcc: Harold Freiman



**AGREEMENT AND CONSENT TO JOINT REPRESENTATION  
FOR SALE OF PORTABLE BUILDINGS**

The undersigned hereby agrees to the basic terms of Lozano Smith's representation as described above and, with full knowledge of Rule of Professional Conduct 3-310, hereby consents to Lozano Smith's representation of both Porterville Unified School District and Woodville Union School District in this Matter, notwithstanding the potential conflicts described above. The undersigned further agree that if Lozano Smith is required to withdraw, and the undersigned becomes entitled to client files and property per Rule 3-700, subdivision (d), where there is only one original document, the undersigned will accept either that original or an extra copy. We confirm that the legal fees for the assignment described above are to be divided equally between the two Districts. This agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A facsimile copy, e-mail, or an original, with all signatures appended together, shall be deemed a fully executed agreement and consent to such joint representation.

**PORTERVILLE UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Superintendent

Dated: \_\_\_\_\_

**WOODVILLE UNION SCHOOL DISTRICT**

By:  \_\_\_\_\_  
Superintendent

Dated: 10/27/2015



**Woodville Union School District**  
**BOARD TRANSMITTAL FORM**

Date: November 4, 2015

Meeting Date: November 9, 2015

To: Board of Trustees

From: Candy Alari

Agenda Subject: Budget Revision

Agenda Section:

Agenda Item #:

☐ Information Only

☒ Action

☐ Consent

☐ Reports

☐ Discussion

☐ Closed Session

☐ Public Hearing

☐ Proposal/Update

☐ Public Notice

Background/Summary: Board approved the hiring of a Special Day Class and this called for a new teacher as well as two aides. Also, we received funding from Microsoft Vouchers.

Recommendation: Approval

Fiscal Impact: Use of Reserves

# Budget Revision Report

Control Number: 110437219

Account Classification		Approved / Revised	Change Amount	Proposed Budget
Fund:	0100 General Fund			
Revenues				
Other Local Revenues				
Total Revenues				
Expenditures				
Certificated Salaries				
Classified Salaries				
010-90292-0-00000-00000-86990-0-0000		\$0.00	\$10,806.01	\$10,806.01
010-90293-0-00000-00000-86990-0-0000		\$0.00	\$17,291.52	\$17,291.52
Other Local Revenues		\$0.00	\$28,097.53	\$28,097.53
Total Revenues		\$0.00	\$28,097.53	\$28,097.53
Expenditures				
Certificated Salaries		\$87,767.00	\$37,470.00	\$125,237.00
Classified Salaries		\$87,767.00	\$37,470.00	\$125,237.00
010-65000-0-57700-11200-11000-0-0000		\$0.00	\$23,534.00	\$23,534.00
Classified Salaries		\$0.00	\$23,534.00	\$23,534.00
010-07200-0-11367-10000-31010-0-0000		\$0.00	\$2,248.00	\$2,248.00
010-07200-0-11367-10000-32020-0-0000		\$2,483.00	(\$2,483.00)	\$0.00
010-07200-0-11367-10000-37520-0-0000		\$0.00	\$839.00	\$839.00
010-65000-0-57700-11200-31010-0-0000		\$9,417.00	\$4,021.00	\$13,438.00
010-65000-0-57700-11200-32020-0-0000		\$0.00	\$2,789.00	\$2,789.00
010-65000-0-57700-11200-33013-0-0000		\$1,273.00	\$543.00	\$1,816.00
010-65000-0-57700-11200-33022-0-0000		\$0.00	\$1,459.00	\$1,459.00
010-65000-0-57700-11200-33023-0-0000		\$0.00	\$341.00	\$341.00
010-65000-0-57700-11200-34010-0-0000		\$16,123.00	\$16,123.00	\$32,246.00
010-65000-0-57700-11200-35010-0-0000		\$44.00	\$19.00	\$63.00
010-65000-0-57700-11200-35020-0-0000		\$0.00	\$12.00	\$12.00
010-65000-0-57700-11200-36010-0-0000		\$2,633.00	\$1,124.00	\$3,757.00
010-65000-0-57700-11200-36020-0-0000		\$0.00	\$706.00	\$706.00
010-65000-0-57700-11200-37010-0-0000		\$3,844.00	\$1,473.00	\$5,317.00
010-65000-0-57700-11200-37020-0-0000		\$0.00	\$925.00	\$925.00

# Budget Revision Report

Control Number: 110437219

Account Classification	Approved / Revised	Change Amount	Proposed Budget
010-65000-0-57700-11200-37510-0-0000	\$838.00	\$839.00	\$1,677.00
<b>Employee Benefits</b>	\$36,655.00	\$30,978.00	\$67,633.00
010-00000-0-00000-36000-43000-0-0000	\$1,000.00	\$4,000.00	\$5,000.00
010-90292-0-00000-27000-43000-0-0000	\$0.00	\$448.05	\$448.05
010-90292-0-00000-27000-44000-0-0000	\$0.00	\$6,997.44	\$6,997.44
010-90292-0-00000-72000-43000-0-0000	\$0.00	\$3,360.52	\$3,360.52
010-90293-0-11100-10000-43000-0-0000	\$0.00	\$17,291.52	\$17,291.52
<b>Books and Supplies</b>	\$1,000.00	\$32,097.53	\$33,097.53
010-00000-0-00000-71500-58000-0-0000	\$4,000.00	\$19,000.00	\$23,000.00
<b>Services, Other Operating Expenses</b>	\$4,000.00	\$19,000.00	\$23,000.00
<b>Total Expenditures</b>	\$129,422.00	\$143,079.53	\$272,501.53
<b>Budgeted Unappropriated Fund Balance before this adjustment:</b>		<b>\$1,480,059.79</b>	
<b>Total Adjustment to Unappropriated Fund Balance:</b>		<b>(\$114,982.00)</b>	
<b>Budgeted Unappropriated Fund Balance after this adjustment:</b>		<b>\$1,365,077.79</b>	

# Budget Revision Report

BGR030 11/4/2015  
calari 10:20:37AM

Control Number: 110437219

Account Classification

Approved / Revised Change Amount Proposed Budget

At a meeting of the school board on \_\_\_\_\_ the  
board approved the above budget account lines change to those  
amounts indicated in the proposed budget column.

Authorized by: \_\_\_\_\_  
(County Office Use Only)  
Updated at County Office on \_\_\_\_/\_\_\_\_/\_\_\_\_ by \_\_\_\_\_

TULARE COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
WOODVILLE UNION SCHOOL DISTRICT

LEASE AGREEMENT

1. DATE: This Lease is made and entered into in duplicate original as of the 1<sup>st</sup> day of July, 2016.
  
2. PARTIES: By and between Woodville Union School District hereinafter referred to as the LESSOR, and Tulare County Superintendent of Schools for its Early Childhood Education Program, hereinafter referred to as the LESSEE.
  
3. PREMISES: The property subject to this Lease is 4 classrooms and premises located at 16541 Road 168, Porterville, California, unfurnished.
  
4. TERM: The term of this Lease is three (3) years, commencing July 1, 2016, and terminating June 30, 2021.
  
5. RENTAL: Lessee shall pay to the Lessor the following scheduled amounts during the life of the Agreement. Payments will be made quarterly, in advance at a rate of \$500 per month
  
6. OPTION TO RENEW: LESSEE shall have the right and option to renew this Lease on all the provisions contained herein, excepting as to rental, for two additional three-year periods (Aextended term(s)@) following expiration of the initial lease term, by giving written notice of the exercise of such option(s) (Aoption notice@) to LESSOR at least ninety (90) days prior to the expiration of the initial lease term or the expiration of the first option period, as the case may be; provided, however, that in the event that LESSEE is in default on the date of giving such option notice, the option notice shall be totally ineffective, or if LESSEE is in default on the date the extended term(s) are to commence, the extended term(s) shall not commence and this Lease shall expire at the end of the initial lease term or the end of the first extended term, as the case may be.  
 The parties shall have thirty (30) days after LESSOR receives the written option notice in which to agree on monthly rent during each additional term. If the parties agree on monthly rent for the additional term(s) during that period, they shall immediately execute an amendment to this Lease stating the monthly rent. If for any reason the parties are unable to agree on the monthly rent for the additional term(s) within that period, the option notice shall be of no effect and this Lease shall expire at the end of the initial term or end of the extended first term as the case may be. Neither party to this Lease shall have the right to have a court or other third party determine the monthly rent.

7. EARLY TERMINATION: This Lease may be terminated prior to the date specified in paragraph four of this Lease Agreement under any of the following circumstances. In the event of termination of this Lease as provided herein, the LESSOR and LESSEE shall be under no further obligation or liability to each other by reason of the Agreement, and any prior rental payments will be prorated accordingly. Any rents due to LESSOR will be paid through the effective date of termination of this Agreement.

- a. Loss of Funding: It is understood that LESSEE is dependent upon funds from other Governmental and private sources. If a reduction in such funding renders LESSEE unable to maintain its program, LESSEE shall have the right to terminate this Lease by providing LESSOR with ninety (90) days prior written notice. The determination as to whether sufficient funds are available to operate shall be within the sole discretion of LESSEE.
- b. Expansion of Program: If an increase in available funding allows LESSEE to expand its Program to such an extent that the premises are no longer adequate to house the Program activities; LESSEE shall have the right to terminate this Lease by providing LESSOR with ninety (90) days prior written notice. The determination as to whether the premises provide adequate space to house the Program shall be within the sole discretion of LESSEE.
- c. Mutual Consent: Both parties may terminate this Lease Agreement at any time by written mutual consent.

8. TAXES, INSURANCE AND UTILITY CHARGES: LESSEE will pay promptly, when and as the same shall become due and payable, all rates, tolls and charges for telephone service, that shall be used by said LESSEE on said premises. LESSEE shall pay for all utility services furnished to said premises and will be based on square footage occupied. LESSEE shall pay all taxes levied or assessed upon all personal property and fixtures owned by LESSEE and located in said premises. Insurance for the personal property contents of the leased premises shall be the responsibility of the LESSEE to procure. LESSOR shall be responsible for keeping the building and premises insured for their fair market value during the entire term hereof.

LESSOR will pay all real property taxes and assessments levied upon the premises by whatever governmental entity during the term hereof.

9. WASTE: LESSEE shall not commit any waste or suffer any waste to be committed to the leased premises. At all time during the lease term, LESSEE shall keep and maintain said premises in a good, clean and sanitary condition. LESSEE will not cause, suffer or permit any nuisance to exist on said premises at any time during said term. LESSEE will conform to, comply with and faithfully obey all local ordinances, and all laws of the State of California, and of the United States of America in any way affecting the use or occupation of said premises.

LESSEES taking possession of the premises on the commencement of the lease term shall constitute LESSEES acknowledgment that the premises are in good condition. LESSOR shall be responsible for the maintenance of the grounds and parking areas.



10. INITIAL REMODELING: The parties understand that certain remodeling and construction is necessary to put the leased premises in condition for LESSEE to use. Such remodeling and construction as will be contemplated by the parties prior to such work. The LESSOR will be responsible for the cost of such remodeling and construction. LESSOR shall use best efforts to work with LESSEEs floor plan in modifying the interior of the building.

11. IMPROVEMENTS AND ALTERATIONS: LESSEE shall have the right to remodel and make such improvements or alterations to the interior of the leased premises as LESSEE shall desire for the proper and efficient operation of LESSEEs business; provided, however, that no alterations or changes shall be made without the prior written consent of LESSOR; and, provided further, that any and all such improvements and alterations shall be made at the sole cost and expense of LESSEE. All such improvements and alterations shall conform to building codes and zoning regulations now or hereafter legally effective and promulgated by appropriate governmental authority. All such improvements or alterations shall, at the expiration of the term hereof, be and remain in the leased premises and become the property of said LESSOR; provided, however, that LESSEE shall have the right to remove all trade fixtures which LESSEE may own or place in the leased premises during the lease term, provided that LESSEE shall not then be in default in the performance of any of the terms of this Lease, that any such removal shall be effected before the expiration of the lease term, and that all damage caused to the leased premises by such removal shall be repaired by LESSEE on or before the expiration of the term hereof.

12. LIENS: LESSEE will not cause, suffer or permit any lien provided for by the Civil Code of the State of California, relating to liens of mechanics and others upon real property, to attach to or to be impressed upon, or to be filed or recorded against the leased premises or any part thereof, and the LESSOR reserves and has the right to post and maintain on said premises any and all notices of non-responsibility that LESSOR may deem necessary or proper to protect LESSORs title in and to said premises against any such liens.

13. REPAIRS: LESSEE shall keep and maintain said premises in as good order, condition and repair as reasonable use and wear thereof will permit. LESSOR will be responsible for major maintenance and repairs, including, but not limited to, replacement of roofs, exterior walls, floors, foundations, electrical fixtures and plumbing systems. All such work shall be done so far as practical in such a manner and time as to avoid interference with the LESSEES use of the leased property. Major repairs, which are the responsibility of the LESSOR, shall be made only after at least 24 hours notice to LESSEE. LESSOR represents that when LESSEE takes possession of the premises, all plumbing and electrical will be in good working condition. AT the end of the term, or on the sooner termination of this Lease, LESSEE shall quit and surrender said premises to LESSOR in as good order, condition and repair as reasonable use and wear thereof will permit, damage by the elements excepted.

14. CUSTODIAL AND MAINTENANCE: Custodial services and daily maintenance

shall be the responsibility of the LESSOR.

15. OTHER: Additional terms will be set forth as establish in Amendment A.

16. INSPECTION: LESSOR, or LESSORs agents, shall have the right or ingress and egress from the leased premises at all reasonable times during the lease term for the purpose of inspecting the same.

17. DESTRUCTION OF BUILDING: In the event the leased premises shall be totally destroyed by fire, or other casualty, this Lease and the term hereof shall immediately terminate, and in the event any portion of said premises, less than the whole thereof, shall be destroyed or rendered unfit for use by fire, or other casualty, or from any cause other than the acts of the LESSEE, or LESSEEs agents, servants or employees, then and in that event, the portion thereof so destroyed, or rendered unfit for use shall be promptly replaced or repaired by the LESSOR, and during the time required for the replacement or repair of the portion of said building so destroyed or rendered unfit for use, as aforesaid, said LESSEE shall be entitled to a reduction based on usable space in the rents payable pursuant to the terms hereof, which said reduction in rents shall be proportionate to the extent that said premises shall be rendered unfit for use, as aforesaid; provided, however, that in the event the replacement or repair of the portion of the premises the event the replacement or repair of the portion of the premises so destroyed or rendered unfit for use, as aforesaid, shall require the expenditure of more than one-half (2) of the then fair market value of said premises, LESSOR shall have the right, at LESSORs option, to cancel this Lease, and in the event said LESSOR shall so elect to cancel this Lease, and in the event said LESSOR shall so elect to cancel this Lease, LESSOR shall be under no obligation to replace or repair the portion of the premises so destroyed or rendered unfit for use, as aforesaid, and said LESSEE shall thereupon remove from said premises, and LESSOR shall be entitled to retain all rents theretofore paid to LESSOR by said LESSEE, and said LESSEE shall be entitled to the return of any then prepaid rental hereunder; provided, however, that in no event shall said LESSEE be entitled to any damages for any loss occasioned by injury to or destruction of said leased premises.

18. INDEMNIFICATION: LESSOR shall not be liable in any manner for any loss, damage or injury to the person or property of said LESSEE, or LESSEE=s agents or employees, or to persons invited or permitted by said LESSEE to come upon or about the leased premises, or to any other person, by reason of anything done, permitted to be done or suffered, or omitted to be done by said LESSEE, or LESSEEs agents or employees. LESSEE agrees to indemnify and save harmless LESSOR from any and all such liability, damage, cost and expense, to protect LESSOR against any claim therefore, to defend LESSOR against any such claim that may be made, or any action that may be brought against said LESSOR, and to pay all costs, attorneys= fees and expenses of such protection and defense. LESSEE agrees to maintain a policy of premises liability insurance in a company acceptable to LESSOR covering both LESSEE and LESSOR, as an additional insured, in an amount of not less than \$1,000,000.00 for each person and \$500,000.00 property damage during the term of this Lease. LESSOR represents that it is

not aware of any pre-existing environmental problems as to the leased premises, and will indemnify and hold harmless LESSEE from any such pre-existing environmental problems if found. Landlord agrees to promptly notify Tenant of any communication received from any governmental entity concerning hazardous substances or the violation of environmental laws that relate to the premises.

19. USE OF PREMISES: LESSEE will use the leased premises for the purpose of carrying out the needs of the program, and for no other business or purpose whatsoever without the written consent of LESSOR.

20. ASSIGNMENT AND SUBLEASE: LESSEE shall not assign this Lease or any interest herein, or let or sublet the leased premises or any part thereof, without first obtaining the written consent of the LESSOR to do so. A consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting hereunder. LESSOR agrees not to unreasonably withhold such consent.

21. DEFAULT: In the event of any breach of this Lease by LESSEE, then LESSOR, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises, subject to ten (10) days prior written notice to LESSEE. If LESSOR elects to terminate the LESSEE=s rights because of a breach of the Lease, or if LESSOR elects to terminate LESSEE=s right to possession due to LESSEE=s abandonment of the premises before the end of the term, then in either such case, LESSOR may recover from LESSEE all damages suffered by LESSOR as the result of LESSEE=s failure to perform LESSEE=s obligations hereunder, including but not limited to, the worth at the time of award by a court of law of the amount by which the unpaid rent for the balance of the lease term after the time of award exceeds the amount of such rental loss that the LESSEE proves could be reasonably avoided.

As provided in California Civil Code ' 1951.4, in the event that LESSEE breaches this Lease and abandons the property, this Lease will continue in effect for so long as LESSOR does not terminate the LESSEE=s right of possession; and the LESSOR may enforce all of LESSOR=s rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. For the purposes of this paragraph, the following do not constitute a termination of LESSEEs right to possession:

- a. Acts of maintenance or preservation or efforts to re-let the property; and
- b. The appointment of a receiver upon initiative of LESSOR to protect LESSOR=s interest under this Lease.

2. ATTORNEYS FEES: In the event that it shall become necessary for either party to institute legal proceedings of any kind or character in order to compel performance of any of the covenants or conditions herein contained, the prevailing party shall have and recover all reasonable attorneys= fees incurred in connection with such legal proceedings.

3. SIGNS: LESSEE shall comply with all local sign ordinances.
4. HOLDING OVER: Any holding over of said premises after default made by said LESSEE shall be deemed an unlawful detainer by LESSEE, and any holding over after the term hereof (or extended term(s) if exercised) shall be deemed to be tenancy from month to month.
5. BANKRUPTCY: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of the LESSEE, or (b) a general assignment by LESSEE for the benefit of creditors, or (c) any action taken or suffered by LESSEE under any insolvency or bankruptcy act shall, at the option of the LESSOR, constitute a breach of the Lease by the LESSEE.
6. CONDEMNATION: If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible for occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that the LESSEE shall be required to pay for the remainder of the term only such portion of such rent as to the value of the part remaining after the condemnation bears to the value of the entire premises at the date of condemnation. If all of the leased premises, or such part thereof be taken or condemned so that there does not remain a portion susceptible for occupation hereunder, this Lease shall thereupon terminate. If a part or all of the leased premises be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the LESSOR and the LESSEE shall have no claim thereto, and the LESSEE hereby irrevocably assigns and transfers to the LESSOR any right to compensation or damages to which the LESSEE may become entitled during the term hereof by reason of the condemnation of all, or a part of the leased premises.
7. QUIET POSSESSION: LESSOR shall place LESSEE in the peaceful and undisturbed possession of the leased premises at the commencement of the term hereof, and LESSEE performing and observing all of the conditions and covenants on LESSEE's part to be performed, LESSOR shall secure to LESSEE the quiet and peaceful possession of the leased premises during the term hereof against all persons claiming the same.
8. TIME OF ESSENCE: Time is of the essence of each and every covenant herein contained.
9. WAIVER OF BREACH: In the event LESSOR shall waive one or more breaches of any of the terms of this Lease, LESSOR shall not thereafter be precluded from preventing any further breaches of any of said terms, nor from enforcing a strict performance of each and all of said terms thereafter to be paid, kept or performed. Each and all of the rights and remedies herein given to LESSOR are cumulative and the election of LESSOR to proceed under any one or any number of such remedies shall in no manner abrogate LESSOR's right to maintain or enforce any or all of the remaining rights or remedies herein given to LESSOR.

10. BINDS SUCCESSORS: This Lease and the provisions hereof shall inure to the benefit of and shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

11. MODIFICATION: This Lease is not subject to modification except in writing.

12. NOTICES: All notices, demands and requests from LESSEE to LESSOR shall be given to LESSOR \_7000 W Doe Ave, Visalia CA 93291, or personally served.

13.

All notices, demands and requests from LESSOR to LESSEE shall be given to LESSEE at 16541 Road 168, Porterville CA 93257, or personally served.

14. ENTIRE AGREEMENT: This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, whether to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

15. VALIDITY: If any term or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in force and effect and shall in no way be affected, impaired or invalid.

16. AUTHORITY: If either party is a corporation, trust or general or limited partnership, all individuals executing the Lease on behalf of that entity represent that they are authorized to execute and deliver this Lease on behalf of that entity.

17. SIGNATURES: IN WITNESS WHEREOF, the parties have executed this Lease the day and year first hereinbefore written.

Date: \_\_\_\_\_

Woodville Union School District

By \_\_\_\_\_

Title Superintendent  
LESSOR@

Date: \_\_\_\_\_

Tulare County Superintendent of Schools

By \_\_\_\_\_

Title Superintendent of Schools  
ALESSEE@

## ADMENDMENT A

### LESSEES RESPONSIBILITIES

- Day to Day Operations of the Child Development Program to include hiring of Center Supervisor and staff.
- TCOE-ECE will work with Woodville's Nutrition services to provide meals and snacks to the Child Development Center.
- Will comply with California Code Title 22, Division 12 Child Care Facility Licensing Regulations, California Code Title 5, Division 1 Child Care and Development Programs, Education Code, Head Start Act, Title 45 CFR 1301-1311, Title 2 CFR Part 200

### LESSORS RESPONSIBILITIES

- Woodville Union School District will provide maintenance and custodial services
- Woodville USD will work with TCOE-ECE's Nutrition Department to provide meals and snacks to the Child Development Center.

**NOTIFICATION OF ANNUAL ORGANIZATIONAL MEETING**

TO: (1) Tulare County Superintendent of Schools, Attn: Shelly DiCenzo  
(2) Governing Board Members and Members-Elect of this District

FROM: Superintendent

Woodville Union School District

RE: **NOTIFICATION OF DAY AND TIME OF ANNUAL ORGANIZATIONAL  
MEETING, HELD PURSUANT TO EDUCATION CODE §35143**

At a regular meeting of the governing board of the WOODVILLE UNION

School District, held on the 9<sup>th</sup> day of November, 2015, this board determined that the annual  
organizational meeting will take place as follows:

Date: December \_\_\_\_\_, 2015

Time: \_\_\_\_:\_\_\_\_ a.m./p.m. (circle one)

Place: \_\_\_\_\_

\_\_\_\_\_  
*Location Name, Room Number and Address*

