LICENSING AGREEMENT

This Agreement effective **September 1, 2014**, is made and entered into by **Nevada Joint Union School District** as Licensee and Document Tracking Services (DTS) as Licensor each a “Party” and collectively the “Parties”.

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit A of this agreement.
   (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
   (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit A of this agreement.

B. Internet Areas. All parties including third party licensees shall not be permitted to establish any “pointers” or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.

C. Term of License. The term of the Agreement is for **two (2) years** from the effective date (as noted in paragraph one) of the license agreement.

D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.

E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.

F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
   (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.

G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.

H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.

I. License Fee. Licensee shall pay a fee of **$2,246/year**.
J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is $0.

K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.

L. Number of Documents. The maximum number of documents per school district is limited to five (5).

M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.

N. Definitions.

(i) Document. A document is defined as a) a specific template provided by CDE or; b) any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or c) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

(ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

O. Document Setup Fee. DTS will charge a one-time setup fee of $200 per standard document up to a maximum of $850 for customized documents.

P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is $39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.

Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.
The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, A200
San Diego, CA 92121
858-784-0967 - Phone
858-587-4640 - Corporate Fax

Date: July 31, 2014

Licensee

By: [Signature]

Date: 8/14/14

Nevada Joint Union School District
Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2014 School Accountability Report Card, English (CDE Template)
2. 2014 Single Plan for Student Achievement (CDE Template)
3. Others to be identified as needed.
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES ("Agreement") is entered into this 18TH day of August 2014, between, Name: Janice Rosner, Address: 11898 Crescent Drive, City & Zip Code: Grass Valley, CA 95945 Telephone Number: (530) 913-4023.
Hereinafter referred to as the “Contractor” or “Consultant,” and the Nevada Joint Union High School District of Nevada County hereinafter referred to as the “District.”

WITNESSETH:

WHEREAS the District is authorized by Government code Section 53060 to contract with and employ an independent contractor specially trained to perform special services required, as set forth in Exhibit “A,” attached hereto and incorporated herein by this reference; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the special services pursuant to this Agreement.

THEREFORE, the parties hereto contract and agree as follows:

1. **PERIOD OF AGREEMENT:** The period of Agreement shall be from 8-18-2014, to 6-30-2015. The Agreement shall be subject to cancellation by either party on 30 days written notice to the other party.

2. **DUTIES AND FUNCTIONS OF CONSULTANT:** As per Exhibit “A.”

3. **CONSULTANT’S FEES:** The District will pay the Contractor at the rate of $80.00 per hour not to exceed a total of $20,000.00.

4. **ADDITIONAL PAYMENTS:** Expense items, other than those assumed by the Contractor pursuant to Section 5, below, may be submitted to the District in writing before they are incurred for the District’s pre-approval.

5. **MODE OF PAYMENT:** The Contractor shall submit an invoice to the authorized representative of the District, on a form furnished by the District, upon completion of the services, certifying that he/she has personally performed the services for which the invoice is submitted.

The Contractor shall bear responsibility for all expenses, including but not limited to travel expenses, incurred by him/her in performance under this contract, unless authorized in Section 4, above.

6. **LIABILITY:** The District shall not be liable to the contractor for personal injury or property damage sustained by the Contractor in the performance of this contract whether caused by the District, its employees or pupils, or by any third persons.

7. **CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in performance of this Agreement, the Contractor is an independent contractor
and is not an officer, employee or agent of the District. Contractor agrees to indemnify and hold the District harmless for claims related to all government agency compliance, including but not limited to, the Internal Revenue Service and State taxing agencies.

9. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against all claims for damages including death or injury to persons or property and including without limitation all consequential damages from any cause whatsoever arising from or connected with its service hereunder whether or not resulting from the negligence of Contractor, its agents, employees or volunteers. Contractor shall hold harmless and indemnify the District, its officers, agent’s employees and volunteers from all damages of every nature and description proximately caused by negligent or willful acts or omissions by Contractor, its agents, employees or volunteers in the course of rendering service(s) under this contract.

10. **INSURANCE:** During the entire term of this contract and any extension or modification thereof, Contractor shall keep in force a policy or policies of General Liability Insurance, Professional Liability Insurance including sexual misconduct and Owned and Non-Owned Automobile Liability Insurance used in the performance of service(s) by Contractor of at least $1,000,000 combined single limit for all damages arising out of death, bodily injury, sickness or disease from each accident or occurrence and all damages arising out of destruction of property for each accident or occurrence. No later than the effective date of this contract, Contractor shall provide District with satisfactory evidence of insurance, including a provision for thirty (30) calendar day’s written notice to the District before cancellation or material change of the above specified policies. Contractor shall name the District an additional insured by endorsement to the Contract’s General Liability and Automobile Liability policies. The certificate shall also provide that the District’s self-insurance and insurance programs shall be noncontributory. Contractor shall at its own expense procure and maintain insurance as required by the State’s Workers’ Compensation Law.

WITNESS the parties hereto the day and year first above written.

CONTRACTOR: Janice Rosner

TITLE: School Psychologist

Account No. __________________________

Purchase Order No. __________________

Nevada Joint Union High School District
11645 Ridge Road
Grass Valley, CA. 95945

Sponsoring Administrator: Sean Manchester
Title: Special Education Director

Fiscal/Business Approval: Karen Suenram
Title: Superintendent of Business Services
NEVADA JOINT UNION HIGH SCHOOL DISTRICT

Certificated Management Position

ADMINISTRATION

Position Title: PSYCHOLOGIST

General Description:
Under the direction of the Director of Special Education, conduct assessments of the psycho-educational needs of referred students; provide consultative services or techniques to facilitate student learning and development; provide short-term counseling services to special education students, as IEP teams designate, and regular education students, by agreement of the psychologist and site administrator; assist school patrons in gaining access to services from outside agencies and community service providers.

Responsible to: Assistant Superintendent of Pupil Services/Designee

Contract Days: 193 days

Salary: Appropriate placement on Psychologist salary schedule

Essential Functions:

1. Administer psycho-educational assessments and periodic re-evaluations of referred students as outlined by the student’s assessment plan; prepare written reports of assessment findings with diagnoses and specific recommendations.

2. Participate in IEP meetings as appropriate; facilitate teams as necessary to accomplish proper results.

3. Provide consultative support as a subject expert to teachers, administrators, parents and students for regular and special education programs; consult with administrators, teachers and parents regarding mental health issues/interventions, substance abuse, understanding cultures, and the evaluation of educational programs and progress of students through various testing programs; provide support to administrators and teachers regarding classroom environment/school climate, student behavior, child development, learning problems and strategies, family/peer relationships, general education program options, special education procedures and guidelines, and the Gifted and Talented program; participate in discussions regarding promotion/retention and acceleration issues; assist with staff development as appropriate.
4. Provide short-term counseling with referred students and families; assist with expulsions as referred.
5. Recommend alternative approaches or techniques to facilitate the attainment of goals and objectives for individual students, groups of students, classrooms and schools.
6. Perform crisis counseling as necessary.
7. Oversee the Educationally-Related Mental Health Services within the district.
8. Drive a vehicle to conduct work.
9. Perform related duties as assigned.

**Demonstrate Knowledge and Abilities:**

Knowledge of:
- Testing practices, procedures and methods
- Various testing materials, instruments and equipment
- Individual and group counseling techniques
- Federal and State laws and regulations regarding special education and assigned duties
- IEP preparation and implementation methods and procedures
- Appropriate referral agencies
- Record-keeping techniques
- Applicable sections of the State Education Code
- Interpersonal skills using tact, patience and courtesy
- Principles of providing work direction and guidance to assigned personnel
- Technical aspects of field of specialty

Ability to:
- Perform professional evaluations of psychological, social and educational needs of students
- Develop, write and implement comprehensive Individual Educational Plans (IEP) for special education students
- Utilize various testing techniques, materials, equipment and instruments
- Counsel effectively with students and parents
- Prepare and maintain confidential records and files
- Analyze situations accurately and adopt an effective course of action
- Work confidentially with discretion
- Communicate effectively both orally and in writing
- Drive a vehicle to conduct work
- Establish and maintain cooperative and effective working relationships with others
- Work independently with little direction
- Maintain current knowledge of technological advances in the field
- Provide work direction and guidance to assigned personnel
- Maintain consistent, punctual and regular attendance
- Hear and speak to exchange information
- See to read a variety of materials

**Education & Experience Required:**

Any combination equivalent to: master’s degree in educational or clinical psychology, including at least one year of internship under the supervision of a credentialed school psychologist.

**Credential and other Requirements:**

Pupil Personnel Services Credential with School Psychology authorization. Valid California Class C driver’s license.

**Working Conditions:**

**Environment:**
Office environment.
Classroom environment during observances.
Valid California driver’s license.

**Hazards:**
Contact with hostile or abusive individuals with unpredictable behaviors.

**Medical Category I:**
1. Position requires normal physical strength and endurance for standing, sitting, bending, or walking.
2. Work assignments are normally located in a work environment with light physical work and require light physical effort.
3. Lifting 25 pounds maximum or carrying any object up to 15 pounds.

*Date Adopted: December 5, 1989*
*Date Revised: June 21, 2000*
*Date Revised: April 10, 2013*
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES ("Agreement") is entered into this 18TH day of August 2014, between, Name: Georgia Jarvis, Address: 8172 Chenin Blanc Ln, City & Zip Code: Fair Oaks, CA 95628 Telephone Number: (916) 212-1613. Hereinafter referred to as the “Contractor” or “Consultant,” and the Nevada Joint Union High School District of Nevada County hereinafter referred to as the “District.”

WITNESSETH:

WHEREAS the District is authorized by Government code Section 53060 to contract with and employ an independent contractor specially trained to perform special services required, as set forth in Exhibit “A,” attached hereto and incorporated herein by this reference; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the special services pursuant to this Agreement.

THEREFORE, the parties hereto contract and agree as follows:

1. PERIOD OF AGREEMENT: The period of Agreement shall be from 8-18-2014, to 6-30-2015. The Agreement shall be subject to cancellation by either party on 30 days written notice to the other party.

2. DUTIES AND FUNCTIONS OF CONSULTANT: As per Exhibit “A.”

3. CONSULTANT’S FEES: The District will pay the Contractor at the rate of $80.00 per hour not to exceed a total of $20,000.00.

4. ADDITIONAL PAYMENTS: Expense items, other than those assumed by the Contractor pursuant to Section 5, below, may be submitted to the District in writing before they are incurred for the District’s pre-approval.

5. MODE OF PAYMENT: The Contractor shall submit an invoice to the authorized representative of the District, on a form furnished by the District, upon completion of the services, certifying that he/she has personally performed the services for which the invoice is submitted.

The Contractor shall bear responsibility for all expenses, including but not limited to travel expenses, incurred by him/her in performance under this contract, unless authorized in Section 4, above.

6. LIABILITY: The District shall not be liable to the contractor for personal injury or property damage sustained by the Contractor in the performance of this contract whether caused by the District, its employees or pupils, or by any third persons.

7. CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT: While engaged in performance of this Agreement, the Contractor is an independent contractor
and is not an officer, employee or agent of the District. Contractor agrees to indemnify and hold the District harmless for claims related to all government agency compliance, including but not limited to, the Internal Revenue Service and State taxing agencies.

9. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against all claims for damages including death or injury to persons or property and including without limitation all consequential damages from any cause whatsoever arising from or connected with its service hereunder whether or not resulting from the negligence of Contractor, its agents, employees or volunteers. Contractor shall hold harmless and indemnify the District, its officers, agent’s employees and volunteers from all damages of every nature and description proximately caused by negligent or willful acts or omissions by Contractor, its agents, employees or volunteers in the course of rendering service(s) under this contract.

10. **INSURANCE:** During the entire term of this contract and any extension or modification thereof, Contractor shall keep in force a policy or policies of General Liability Insurance, Professional Liability Insurance including sexual misconduct and Owned and Non-Owned Automobile Liability Insurance used in the performance of service(s) by Contractor of at least $1,000,000 combined single limit for all damages arising out of death, bodily injury, sickness or disease from each accident or occurrence and all damages arising out of destruction of property for each accident or occurrence. No later than the effective date of this contract, Contractor shall provide District with satisfactory evidence of insurance, including a provision for thirty (30) calendar day’s written notice to the District before cancellation or material change of the above specified policies. Contractor shall name the District an additional insured by endorsement to the Contract’s General Liability and Automobile Liability policies. The certificate shall also provide that the District’s self-insurance and insurance programs shall be noncontributory. Contractor shall at its own expense procure and maintain insurance as required by the State’s Workers’ Compensation Law.

WITNESS the parties hereto the day and year first above written.

**CONTRACTOR:** Georgia A. Jarvis

**TITLE:** School Psychologist

**Account No.**

**Purchase Order No.**

Nevada Joint Union High School District
11645 Ridge Road
Grass Valley, CA. 95945

**Sponsoring Administrator:** Sean Manchester
**Title:** Special Education Director

**Fiscal/Business Approval:** Karen Suenram
**Title:** Superintendent of Business Services
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is entered into as of this day, July 18, 2014, between Infinity Communications & Consulting Inc. hereinafter referred to as "Infinity," and Nevada Joint Union High School District hereinafter referred to as the "Client." The parties agree as follows:

1. SERVICES
   Infinity agrees to perform Consulting and Professional Services ("Services") on behalf of the Client for the term of this Agreement. Infinity’s responsibilities and determination of reimbursable costs for said Services are set forth in the following attachments, which are made a part of this Agreement:
   a) Attachment “A” titled “Scope of Work”
   b) Attachment “B” titled “Compensation and Reimbursable Expenses Schedule”

2. BASIS OF COMPENSATION
   Infinity shall bill Client’s services as the rate(s) set forth in Attachment B titled “Compensation and Reimbursable Expenses Schedule”. The Client will render payment to Infinity upon receipt of invoice(s).

3. SCOPE OF WORK
   The scope of Infinity’s responsibilities for this agreement are defined in the Attachment A titled Scope of Work.

4. TERM AND TERMINATION OF SERVICE
   Infinity services are provided on a term commitment basis as specified in Attachment B titled “Compensation and Reimbursable Expenses Schedule”. The term commences on the contract executed date. The Client agrees that unless terminated by written notice to Infinity within Thirty (30) days following the end of the term specified in Attachment B, this agreement will automatically renew on an annual basis.

   The Client and/or Infinity may terminate this Agreement, without cause, at any time by submitting written notice to the other party. The written Notice of Termination must be received no less than Thirty (30) days prior to the desired date of Termination.

   In the event that the Client terminates this Agreement without cause, the Client agrees to compensate Infinity for all work, Service Fees, and reimbursable expenses completed prior to the date of termination, and release Infinity from all liability, claims and causes of action resulting from negligent acts or omissions of the Client, its agents and/or employees performed after the date of termination.

   In the event that the Agreement is terminated; Infinity shall deliver copies of all data and files related to this Agreement to the Client within Thirty (30) days.

5. CLIENT’S RESPONSIBILITY
   The Client agrees to comply with the responsibilities as specified in Attachment A to ensure the successful completion of services covered in this Agreement.

6. RECORDS
   Infinity will maintain full and accurate records in connection with this Agreement and will make them available to the Client for inspection during normal business hours, Monday to Friday, 8am to 5pm.

7. STATUS OF INFINITY
   The Client and Infinity agree that Infinity, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Infinity shall be free to contract for similar service to be performed for other parties while under contract with the Client. Infinity is not entitled to participate in any pension plan, insurance, bonus or similar benefits the Client provides for its employees.
8. COPYRIGHTS AND LICENSES
The Client and Infinity agree that in transmitting "Instruments of Services", or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for the use of this project.

Infinity and/or its Consultants shall be deemed the authors and owners of their respective "Instruments of Service", including, but not limited to Infinity's, E-rate Template Forms, Bid Documents, Drawings and Specifications, and Infinity shall retain all common law, statutory and other reserved rights, including copy rights. The Submission or distribution of these "Instruments of Service" to meet the requirement of this Agreement shall not be construed as a publication in derogation of the reserved rights of Infinity and/or its consultants.

Upon execution of this Agreement, Infinity grants the Client a nonexclusive limited license to use Infinity's "Instrument of Service" solely and exclusively for the purposes of constructing, using, maintaining, altering and adding to the projects associated to this Agreement, provided that the Client substantially performs its obligation, including prompt payment of all fees due to Infinity, under this Agreement. If Infinity rightfully terminates this Agreement for cause the license granted to the Client shall terminate.

In the event that the Client uses the "Instruments of Service" without obtaining Infinity's written consent, the Client releases Infinity from all liability, claims and causes of action arising from such use.

9. HOLD HARMLESS & LIMITATION OF LIABILITY
Infinity and Client agree to hold the other party, its officers, agents, and employees harmless, from all suits, claims and liabilities resulting from negligent acts or omissions of the other party, its officers, agents or employees under this Agreement. In the event Infinity is found in breach of this Agreement and/or negligent, the parties agree that the maximum amount of damages the Client may receive from Infinity shall not exceed the aggregate payment(s) Infinity has actually received from Client under this Agreement during the particular year of the breach and/or negligence.

10. COMPLIANCE WITH LAWS
Infinity shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.

11. MODIFICATION, ASSIGNMENT & ATTORNEY'S FEES
This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved/acknowledge by both parties under a writing Addendum. If any action is brought concerning this Agreement, the prevailing party will be entitled to reasonable attorney's fees.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications & Consulting, Inc.

Signature

Date

Cheerese Grell

Name

General Manager

Title

P.O. Box 999, Bakersfield, Ca. 93302

Address/City/State/Zip

82-0573429

Federal Tax ID#

Nevada Joint Union High School District

Signature

Date

Karen L. Suenram

Asst. Supt. Business

Name

Title

11645 Ridge Road, Grass Valley, CA 95945

Address/City/State/Zip

Agreement for Professional Services
Page 2 of 2

PO BOX 999, BAKERSFIELD, CA. 93302 • PHONE: 661.716.1840 FAX: 661.716.1841 • WWW.INFINITYCOMM.COM
SERVICES: PRIORITY ONE E-RATE CONSULTING SERVICES

INFINITY'S RESPONSIBILITIES

Infinity shall perform the following tasks for our Priority One E-rate Consulting Services:

E-rate and California Teleconnect Fund (CTF) Consulting Service
1. Client Access – Infinity will be available to the Client by phone, email, or in person to address Client related E-rate Funding issues. Client will provide Infinity with a minimum of 72 hours’ notice of a request for onsite service.
2. Program Updates – Infinity will update the Client on changes in the E-rate and CTF process and help staff to take advantage of newly eligible products and services.
3. Program Compliance – Infinity will assist the Client to verify that USAC rules are being followed and, if necessary, provide guidance on new processes or procedures to ensure program compliance, in regards to Bid Evaluations, Procurement, Technology Plans, CIPA compliance, Technology Budget, and Document Retention.

E-rate Application Management
1. Needs Assessment and Strategic Planning – Infinity will assist the Client to determine a Filing Strategy that best meets the Client’s needs to maximize the Client’s E-rate funding opportunities.
2. Determination of Funding Request Amount – Infinity will prepare the required “Item 21 Attachment Sheet”, by; review one (1) month of the Client’s bills from eligible Service Providers to determine an estimated annual funding request, review of Client’s current annual contract(s) for eligible services, and/or review of new contract(s) for eligible services.
3. File Forms – Infinity will prepare and file the following forms required by USAC’s School and Library Division to receive E-rate Priority One Telecommunications and Internet Access funding: Form 470, Form 471, and Form 486.
4. Administration of PIA Process – Infinity will assist the Client in responses to and delivery of the required documentation for USAC’s “Program Integrity Assurance” (PIA) information requests.
5. Service Provider Collections – Infinity will prepare the Service Provider’s required forms (“Discount Grids”) to have the Client’s eligible discounts added to the monthly Service provider Bills (SPI Method), or prepare and file the Form 472 (BEAR Method) to have a reimbursement check issued for the eligible discount amount.
6. Application Status – Infinity will provide the Client with progress status on applications, reviews, and modifications, for the Client’s open funding requests.

Request For Proposal (RFP) Management Services
1. Develop RFP Documents – Infinity will develop a Request for Proposal (RFP) for Priority One Services in compliance with the Client’s Local/State and the E-rate Program’s procurement requirements. If newspaper publication is required, Infinity will assist the Client with compliance at least 20 days prior to receipt of responses to the Form 470.
2. RFP Tracking – Infinity will distribute and track, in electronic form only, the “RFP Documents” to prospective bidders thru Infinity’s “Projects” website.
3. Administration of RFP Process – Infinity will prepare and distribute project clarification(s) and/or addenda(s) to address questions from prospective bidders.
4. Bid Opening – Infinity will conduct the opening of bid response(s). All bid openings will be held at Infinity’s offices, unless otherwise agreed upon between the Client and Infinity.
5. Bid Evaluation - Infinity will evaluate the bid responses based on the E-rate Program’s requirements for the “Evaluation of Bids”, and provide the Client with recommendations for the award of contract(s).
6. Contract Administration – Infinity will collect the documents necessary for the award of contract from the successful bidder and coordinate the delivery to the Client for execution.

Audit Assistance
2. Document Assistance – Infinity will assist the Client in the preparation and delivery of the Auditor requested documentation.
3. Support Services – Infinity will represent the Client during all Erate Audits.
CLIENT'S RESPONSIBILITIES

The Client's responsibilities, for the successful completion of our Priority One E-rate Consulting Services, shall include:

1. Appointing a representative to act on their behalf, with respect to this agreement and the subsequent projects, who has the authority to render decisions and approve Requests from Infinity, in a timely manner as not to cause unreasonable delay in the progress of Infinity's service.

2. Provide Infinity with reasonable access to the site, if applicable, to allow Infinity the ability to perform the work detailed in this agreement.

3. Provide Infinity all information, required for the successful completion of the agreed service, within 10 days, after the receipt of a request from Infinity. This includes at a minimum, but not limited to; Copies of Monthly Service Provider Bills, Copies of Service Provider Contracts, Approved Free & Reduced Lunch numbers, Budget Information, Copy of Approved Technology Plan, Copy of CIPA Compliance, and "Authorized Contact" information.

4. Provide a Letter of Authorization (LOA), authorizing Infinity, to act on the Client's behalf to file E-rate forms and respond to the USAC's request for information.

5. Sign and certify the E-rate forms required for the Client's application for funding, in a timely manner, as not to cause a failure to comply with the E-rate Program's time sensitive deadlines.

6. For New Contracted Services or Month to Month Services, only
   a. Conduct an "Open and Competitive" bid process, to comply with all applicable Local/State/Federal/E-rate Program procurement requirements, and bidding laws for all "new" requested services and contracts: including, but not limited to, publication of notice of the request for proposal in a newspaper of general circulation twice at least 10 days prior to receipt of the responses.
   b. Conduct a non-bias bid evaluation, per the E-rate Program's "Evaluations of Bid" requirements, for all bid responses received as the result of posting a Form 470 (RFP).
   c. Comply with all Local/State/Federal/E-rate Program requirements for the Award of Contract(s), including waiting a minimum of 28 days (after the filing of the Form 470 or RFP, whichever comes later) to execute contracts and/or to submit a Form 471 for the requested service.
   d. Provide Infinity copies of all documents pertaining to an award of contract for each funding request, to comply with the E-rate Program's "Document Retention Policy", including but not limited to: Bidding Documents, Evaluation of responses, Board Meeting Minutes, Copies of the winning bidder's response, and Bidder's Item 21 Attachment Sheet.

7. Require the Service Provider, for the eligible services the Clients is entitled to receive California Teleconnect Fund (CTF) support, to invoke USAC by the SPI Method (Form 474).

8. Maintain and update an "Equipment Asset Register" (EAR). The EAR shall detail the make, model, serial number, and location of all equipment purchased with the support of the Universal Services Fund (E-rate Program). The Client will provided Infinity a copy of the EAR for compliance with the "Inventory" section of E-rate's "Document Retention Policy".

9. Maintain and update a "Service Provider Reimbursement Reconciliation" (SPRR) spread sheet. The SPRR shall include, by FRN(s), the total amount of funds associated with each reimbursement, and/or the total amount of discounts (in the form of discounted bills, checks, or credits) received from the Service Provider. The Client will provided Infinity a copy of the SPRR for compliance with the "Invoicing" section of E-rate's "Document Retention Policy".

10. Retain documents, for each funding request, related to the "Pre-bidding Process", "Bidding Process", "Award of Contracts", Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance" for a period of at least 5 years from the last date of service.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications & Consulting, Inc.

Signature
Cherese Grel
Name
P.O. Box 999, Bakersfield, Ca. 93302
Address/City/State/Zip
82-0573429
Federal Tax ID#

July 18, 2014
Date
General Manager
Title

Nevada Joint Union High School District

Signature
Karen L. Suenram
Name
11645 Ridge Road, Grass Valley,CA 9594
Address/City/State/Zip

8/12/2014
Date
Asst. Supt. Business
Title

Attachment “A” – Scope of Work
Page 2 of 2

PO BOX 999, BAKERSFIELD, CA. 93302 • PHONE: 661.716.1840 FAX: 661.716.1841 • WWW.INFINITYCOMM.COM
TERM OF CONTRACT:
This Agreement is for a term of 3 years, with an expiration date of June 30, 2017.

BASIS OF COMPENSATION: PRIORITY ONE E-RATE CONSULTING SERVICES

Infinity’s fee will be an annual flat rate fee of $6,075.00. Infinity’s Services Fee includes our Priority One E-rate Consulting Services for all existing categories of services.

**Standard Hourly Rates Schedule**
For additional works that is required outside the scope of the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$175.00/hour</td>
</tr>
<tr>
<td>Sr. Systems Designer</td>
<td>$145.00/hour</td>
</tr>
<tr>
<td>Systems Designer</td>
<td>$105.00/hour</td>
</tr>
<tr>
<td>CAD Operator</td>
<td>$58.00/hour</td>
</tr>
<tr>
<td>Sr. Construction Manager</td>
<td>$125.00/hour</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>$95.00/hour</td>
</tr>
<tr>
<td>Contracts Administrator</td>
<td>$61.00/hour</td>
</tr>
<tr>
<td>Erate Consultant</td>
<td>$140.00/hour</td>
</tr>
<tr>
<td>Erate Specialist, III</td>
<td>$90.00/hour</td>
</tr>
<tr>
<td>Erate Specialist, II</td>
<td>$72.00/hour</td>
</tr>
<tr>
<td>Erate Specialist, I</td>
<td>$51.00/hour</td>
</tr>
<tr>
<td>Support Staff</td>
<td>$48.00/hour</td>
</tr>
</tbody>
</table>
### Reimbursable Expenses Schedule

Reimbursable Expense rates are subject to annual review and adjustment. The rates effective on the date of the Agreement are:

<table>
<thead>
<tr>
<th>Expense</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newspaper Advertisement</td>
<td>at cost + 15%</td>
</tr>
<tr>
<td>8&quot;x11&quot; Copies/Impression</td>
<td>$0.05/sheet</td>
</tr>
<tr>
<td>Blue Print Copies</td>
<td>at cost + 15%</td>
</tr>
<tr>
<td>Reproducible Copies (Mylar)</td>
<td>at cost + 15%</td>
</tr>
<tr>
<td>Reproducible Copies (Paper)</td>
<td>at cost + 15%</td>
</tr>
<tr>
<td>Long Distance Phone Calls</td>
<td>at cost + 15%</td>
</tr>
<tr>
<td>Legal Counsel</td>
<td>at cost + 15%</td>
</tr>
<tr>
<td>Travel Expenses:</td>
<td></td>
</tr>
<tr>
<td>- Mileage (auto)</td>
<td>$0.565/mile</td>
</tr>
<tr>
<td>- Airfare</td>
<td>at cost + 15%</td>
</tr>
<tr>
<td>- Meals</td>
<td>at cost + 15%</td>
</tr>
<tr>
<td>- Lodging</td>
<td>at cost + 15%</td>
</tr>
<tr>
<td>Standard Labor Rate</td>
<td></td>
</tr>
</tbody>
</table>

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

---

**Infinity Communications & Consulting, Inc.**

Signature:  
Date: July 18, 2014
Name: Cherese Grell
Address/City/State/Zip: P.O. Box 999, Bakersfield, Ca. 93302
Federal Tax ID#: 82-0573429

---

**Nevada Joint Union High School District**

Signature:  
Date: August 12, 2014
Name: Karen L. Suenram
Address/City/State/Zip: 11645 Ridge Road, Grass Valley, Ca. 95945

---

Attachment “B” - Compensation and Reimbursable Expenses Schedule
Page 2 of 2

PO BOX 999, BAKERSFIELD, CA. 93302 • PHONE: 661.716.1840 FAX: 661.716.1841 • WWW.INFINITYCOMM.COM
Agreement for Training Program and Materials

Interactive Workshop for NJUHSD Administrators, Department Heads and Front-Line Supervisors to be presented on 9-29-14

Objective: Provide a focused workshop addressing the specific information front-line leaders must have to manage return-to-work, stay-at-work and leave of absence issues in their workplaces. In addition, the workshop will focus on communication “do’s and don’ts” when communicating with employees about return to work and modified duty issues, essentials of partnering with HR during and following the interactive process, and documentation techniques.

Content: This is an awareness and skill building workshop designed to acquaint administrators with the legal and policy issues that front line leaders must know to assure compliance for their organizations. In this context, discussion will also address inter-related legal issues involving disability harassment and retaliation prevention for both individuals with both occupational injuries and non-work related disabilities.

Participants will focus on how to communicate appropriately with an employee who returns to work following a work-related injury, their responsibilities when dealing with disabled employees who request a reasonable accommodation, the variety of circumstances trigger the legal duty to engage in the “interactive process” for addressing a reasonable accommodation decision their role in their agency’s FEHA interactive process and internal investigation procedures. The workshop will also focus on the importance of consistent enforcement of their agency’s policies and procedures and how to recognize potential legal landmines before they explode into lawsuits.

Materials: Each participant will a set of customized NJUHSD training materials and a newly designed, streamlined and practical “Desktop Guide” for school district leaders with checklists and key points to remember for communicating on RTW and leave issues. These will serve both as course materials and an ongoing job aid. Separate discussion factual scenarios (customized for NJUHSD) will be used for in-depth discussion and interaction during the program. This is designed to facilitate open discussion and group resolution of common practical problems and consistent process/documentation requirements.
**Expenses:** Out of pocket travel expenses for roundtrip airfare, lodging (2 nights due to airline schedule), rental car and shipping of materials to NJUHSD offices will be billed separately at actual cost.

**Deposit:** Fifty percent (50%) of fee deposit payable upon engagement, with the balance of fee and expenses payable upon completion.

**CONFIDENTIALITY AGREEMENT**

ELG and Patricia S. Eyres Attorney at Law will treat all information received in the course of performance of this Agreement as confidential. Confidential information is that information obtained solely as a result of work with NJUHSD and not available in the public domain.

**COPYRIGHT OWNERSHIP OF COURSE MATERIALS**

Proactive Law Press, LLC shall retain the copyright to the written materials and visual aids and has granted an exclusive license to Eyres Law Group, LLP for the use of these materials. NJUHSD shall retain the copyright on all of their written policies and procedures that may be incorporated into the materials and visual presentation.

**INDEPENDENT CONTRACTOR STATUS**

While performing services under this Agreement, the firm and Patricia S. Eyres will be acting as independent contractors and not an officer, agent or employee of North Bay Schools Insurance Authority. We will comply with all Federal and State laws and regulations regarding intellectual property licensing, payment of all applicable taxes and shall procure and maintain all required insurance and related benefits.

**EYRES LAW GROUP, LLP**

Patricia S. Eyres, Esq.
Employment Law Partner

Dated: August 28, 2014

**ACCEPTED THIS 29th DAY OF August, 2014**

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**

Trisha Dellis
Assistant Superintendent of Personnel and Student Services

ELG-NJUHSD Training Agreement
Nevada Joint Union High School District  
Attn: Trisha Delli, Assistant Superintendent  
11645 Ridge Road  
Grass Valley, CA. 95945

<table>
<thead>
<tr>
<th>Dates(s):</th>
<th>Description</th>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/28/2014</td>
<td>Design and delivery of customized training program for administrators, manager and front line supervisors on Return-to-Work, Stay-at-Work Issues Involving Reasonable Accommodations, Leaves of Absence and Workers' Comp to be delivered on September 29, 2014</td>
<td>2,220.00</td>
</tr>
</tbody>
</table>

Total fee - $4,400.00  
50% advance deposit on fees now due and payable  
Balance on fee and expenses will be invoiced upon completion

Tax ID: 45-4159531

Phone #: 928-284-2581  
Fax #: 928-284-2581
PERSONAL SERVICES CONTRACT
Health and Human Services Agency
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

NEVADA JOINT UNION HIGH SCHOOL DISTRICT
(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

§1 CalLearn Program Services

SUMMARY OF MATERIAL TERMS

§2 Maximum Contract Price: $35,000
§3 Contract Beginning Date: 08/01/2014  Contract Termination Date: 06/30/2015
§4 Liquidated Damages: N/A

INSURANCE POLICIES

Designate all required policies:  

§6 Commercial General Liability ($1,000,000)  Req'd  Not Req'd
§7 Automobile Liability ($300,000) Personal Auto  X  X
 ($1,000,000) Business Rated  X  X
 ($1,000,000) Commercial Policy  X  X
§8 Workers' Compensation  Req'd  Not Req'd
§9 Errors and Omissions ($1,000,000)  X  X

LICENSES

Designate all required licenses:

§14 N/A

NOTICE & IDENTIFICATION

§33 Contractor: Nevada Joint Union High School District
County of Nevada:
11645 Ridge Road  950 Maidu Avenue
Grass Valley, California 95945  Nevada City, California 95959
Contact Person: Karen Suenram  Contact Person: Pamela Davinson
(530) 273-3351 ext. 210  (530) 470-2631
e-mail: ksuenram@njuhsd.com  e-mail: pamela.davinson@co.nevada.ca.us
Fund: 1589-50105-494-5001/521520

Contractor is a: (check all that apply)

Corporation:   Calif.  X  Other  LLC  Non-profit
Partnership:   Calif.  Other  LLP  Limited
Person:   Indiv.  Dba  Ass'n  Other

EDD: Independent Contractor Worksheet Required: Yes  X  No
HIPAA: Schedule of Required Provisions (Exhibit D): Yes  X  No

ATTACHMENTS

Designate all required attachments:

Exhibit A: Schedule of Services (Provided by Contractor)  X  Not Req'd
Exhibit B: Schedule of Charges and Payments (Paid by County)  X  Not Req'd
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)  X  Not Req'd
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)  X  Not Req'd

Contractor approves this page  K5
Terms
Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section ($) therein, as the case may be.

Services
1. Scope of Services:
Contractor shall provide all of the services, materials and products (herein “Services”) generally described in Exhibit “A”, according to a performance schedule, if applicable, as set forth in said exhibit (herein “Performance Schedule”). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment
2. Charges and Payments:
The charges (herein “Charges”) for furnishing the aforesaid Services under this Contract are set forth in Exhibit “B”, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said Exhibit “B”, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the Maximum Contract Price set forth at §2, page one (1), of this Contract.

Time for Performance
3. Contract Term:
This Contract shall commence on the Contract Beginning Date set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the Contract Termination Date set forth at §3, page one (1), of this Contract.

4. Liquidated Damages:
County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as Liquidated Damages, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein “Delay”). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:
Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance
6. Commercial General Liability Insurance: (County Resolution Nos. 90-674, 02-439)
If §6 at page one (1) hereof shall indicate a Commercial General Liability insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:
   (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
(ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;

(iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;

(iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. **Automobile Liability Insurance:** (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

(i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;

(ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;

(iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;

(iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, ($300,000), in combined single limits, and naming the County as additionally insured.

8. **Workers' Compensation:** (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a Workers' Compensation insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

9. **Errors and Omissions:**

If §9 at page one (1) hereof shall indicate Errors and Omissions insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. **Miscellaneous Insurance Provisions:** (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period
commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.
14. Licensing and Permits:
Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Certificate of Good Standing:
Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

16. Prevailing Wage and Apprentices:
To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

17. Accessibility (County Resolution No. 00190):
It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

18. Nondiscriminatory Employment:
In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

19. Drug-Free Workplace:
Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
20. Prior Nevada County Employment (County Resolution No. 03-353):
Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member’s service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member’s service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

21. Conflict of Interest:
Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit “B”.

Contractor further certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

22. Political Activities:
Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

23. Cost Disclosure:
In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

24. Termination:

Default and Termination

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both without notice.

b. If Contractor fails to timely provide in any manner the services, materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving five (5) days written notice to Contractor.

c. County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge County’s obligations coming due under this contract.
d. Either party may terminate this Contract for any reason, or without cause, by giving thirty (30) calendar days written notice to the other, which notice shall be sent by certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

25. Suspension:
County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in federal, state or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

a. BOOKS AND RECORDS: Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

b. INSPECTION: Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

c. AUDIT: Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

27. Non-Profit Provisions:
If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

a. Reporting Requirements:
Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which was provided as described in Exhibit "A" (Schedule of Services), and detail all amounts expended as
set forth in Exhibit “B” (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:
   (i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

   (ii) Non-profit Contractors whose contract with the County have services that will be reimbursed, whether partially or in full, with Federal funds are also governed by OMB Circular A-133 and are required to have a single or program-specific audit conducted if the Contractor has expended $500,000 or more in Federal awards during their fiscal year. Any Contractor who is required to complete an annual A-133 Audit must submit a copy of their annual audit report and audit findings to County at the address listed in “Notices” §33 of the executed contract within the earlier of thirty (30) days after the Contractor’s receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. Intellectual Property:
   All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein “Intellectual Property”), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor’s work product hereunder.

29. Entire Agreement:
   This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

30. Jurisdiction and Venue:
   This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

31. Compliance with Applicable Laws:
   The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

32. Confidentiality:
   Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

   Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

   Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.
The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

33. Notices:
This Contract shall be managed and administered on County’s behalf by the department and the person set forth at §33 page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

34. Authority:
All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

Karen Suenram
Name: Karen Suenram
Title: Assistant Superintendent
Dated: 8-19-14

COUNTY OF NEVADA:

Honorable Nathan H. Beason
Chair, Board of Supervisors
Dated: 

Attest: 
Donna Landi
Clerk of the Board of Supervisors
EXHIBIT “A”
Schedule of Services
Nevada Joint Union High School District
CalLearn Program

Nevada County Department of Social Services, hereinafter referred to as “County”, and the Nevada Joint Union High School District, hereinafter referred to as “Contractor”, agree to enter into a specific contract for provision of services for CalLearn students. A CalLearn participant is an eligible teen parent who is receiving CalWORKs and is under the age of 19, who has not obtained a high school diploma or its equivalent, resides with his/her child or has a verified pregnancy. Services shall include case management, counseling, assessments, preventative supportive services, and education services.

Program Overview
The purpose of this agreement is to arrange for professional services to assist pregnant and parenting CalLearn teen parents who have not obtained a high school diploma or its equivalent. Contractor will serve all eligible CalLearn teens in the County regardless of their educational status, school of attendance or geographical location.

Contractor will provide case management services for all CalLearn participants, estimated to be 10 participants per month. One part-time Youth Services Case Manager will use the Adolescent Family Life Program (AFLP) client-centered, comprehensive case management model with the ultimate goal of achieving economic independence and self-sufficiency and to enhance the health, social and educational well-being of pregnant and parenting adolescents and their children in Nevada County.

Program Objectives:

- To collaborate with CalWORKs Employment staff, DSS Eligibility staff, CPS, local schools, Young Parents Program, maternity health clinics, Foothill Healthy Babies, Public Health Maternal and Child Health Program, Head Start, and others to coordinate services for CalLearn families.
- To provide supportive case management services for CalLearn families which may include the following: educational and parenting support, referrals, and home visitation?

Scope of Services:
Provide case management services for CalLearn participants to include:

- Case management services that conform to the standards of the Adolescent Family Life Program (AFLP)
- Provide long term monitoring and case management for CalLearn clients with ongoing needs, supporting them to obtain;
  - Educational services necessary to obtain a high school diploma or equivalent
  - Health and social services
• Meet at least monthly with CalWORKs staff to provide the County with monthly attendance records, progress reports and good cause recommendations and required documentation
• Collaborate with the County to identify eligible CalLearn participants. Adhere to the established referral process for new CalLearn students.
• Keep accurate case records and update the LodeStar data collection system
• Coordinate case management with other agencies as appropriate and required
• Close cases of CalLearn participants who are no longer eligible for services
• Work closely with CalWORKs staff to award bonuses and/or sanctions based on participant attendance and progress
• Meet at least monthly with each CalLearn participant to provide case management to identify needs, strengths and challenges.

Provide support and/or referrals to address the following:

• Life skills
• Assessment of living situation, including physical and emotional health and safety of the teen parent and child
• Parenting skills
• Prenatal health
• Study skills
• Budgeting
• Emotional health
• Educational/career training
• Risk assessment (drug and alcohol abuse, domestic violence, sexual assault, abuse, depression) & appropriate follow up and referrals
• Empowerment
• Family communication skills, including an effective ongoing relationship between the teen parent, the noncustodial parent and the child

Participate in local coalitions and community meetings to network, advocate, and collaborate with other service providers who share CalLearn clients, including; school teacher/counselor support meetings, Head Start collaborative and Maternal Health collaborative.

Additional Contractor Responsibilities:

• Provide monthly activity reports to include the number of participants served, the type of activities and services provided, the progress of the participants, and any gaps in service delivery.
• Maintain ongoing communication and coordination with County CalWORKs Program Manager as needed regarding CalLearn services and for problem solving discussions.
• Assurance of Compliance with Confidentiality - CalWORKs related information will be held confidential as directed and applies in State Welfare and Institutions Code Section 10850, California State Department of Social Services, Policies and Procedures Manual, Division 19-000 and Civil Code Section 56.10
• Assurance of Compliance with Non-Discrimination- Civil Rights

County’s responsibilities shall include the following:

• Refer eligible CalLearn participants to Contractor as appropriate;
• Monitor to ensure progress reports are received at least monthly on all referred clients;
• Review progress reports and work with Contractor as necessary to adjust supportive services to maximize potential for success;
• Maintain ongoing communication and coordination with Contractor as needed regarding CalLearn services and for problem solving discussions
EXHIBIT "B"
Schedule of Charges and Payments
Nevada Joint Union High School District
CalLearn Program

County agrees to reimburse Contractor for satisfactory delivery of services pursuant to this Agreement, a maximum amount not to exceed $35,000 for the contract term of August 1, 2014 through June 30, 2015.

The maximum obligation of this Contract is contingent and dependent upon final approval of the State budget and County’s receipt of anticipated allocations under the CalWORKs Program.

Reimbursement shall be based on the following project budget:

**NJUHS CalLearn Budget:**

<table>
<thead>
<tr>
<th>Personnel Expenses</th>
<th>August 1, 2014-June 30, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part-time (.33FTE) Youth Services Coordinator</td>
<td></td>
</tr>
<tr>
<td>$2,434 per month x 11 months</td>
<td>26,772</td>
</tr>
<tr>
<td>Operating Expenses (to include office supplies, travel, printing and Lodestar data system fees). Mileage reimbursement shall not exceed the current IRS allowable reimbursement rate.</td>
<td>6,188</td>
</tr>
<tr>
<td>Admin – not to exceed 8%</td>
<td>2,040</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>35,000</strong></td>
</tr>
</tbody>
</table>

Should modification or changes to the above budget line items be needed, the Contractor shall submit a request for budget modification to the Director of the Department of Social Services, to be authorized by the Director or her designee’s sole discretion.

**Billing and Payment**

Contractor shall submit monthly reports to County verifying services rendered and shall include:

- Name of participant(s) in program
- Dates participant(s) were active in the program
- All receipts and backup documents for Personnel, Operating and Admin expenses are maintained at NJUHSD and will be made available for the County to review upon request

Reports shall be due by the 15th of the month following the month of service and a final report due July 31, 2015 including a final reconciliation of all funds received under this Agreement and corresponding expenditures. Reports shall be sent to:

NJUHSD CalLearn EX 14-15
The maximum obligation of this Contract is contingent and dependent upon final approval of the State budget and County's receipt of anticipated allocations under the CalWORKs Program.

County shall review each billing for supporting documentation; verification of eligibility of individuals being served; dates of services and costs of services as detailed previously. Should there be a discrepancy on the invoice, said invoice will be returned to Contractor for correction and/or additional supporting documentation. Payments will be made in accordance with County processes once an invoice has been approved by the department.

BILLING PROCESS EXCEPTION
By June 10, Contractor will provide an invoice and monthly report of services rendered for the previous month (May) and an estimated invoice for the month of June. A final report and reconciliation of expenses under this contract will be provided to the County by July 31, 2015; and any unspent funds shall be remitted to County by August 31, 2015.
MAINTENANCE AGREEMENT

Purchase Order# 

BILL TO: 

Company Name: Nevada Joint Union School district 

Address: 

City: 

County: 

State: 

Zip: 

Phone #: 

Fax: 

Contact: Karen Suenram 

Email Address: 

AGREEMENT START DATE: 9-1-14

SHIP TO: 

Company Name: Nevada Joint Union School district 

Address: 

City: 

County: 

State: 

Zip: 

Phone #: 

Fax: 

Contact: 

Email Address: 

Meter Contact Information: (for those not pulling electronically) 
Contact Name: 
Phone Number: 
Email Address: 
Primary Service Tech: 

COVERED EQUIPMENT

<table>
<thead>
<tr>
<th>COVERED EQUIPMENT</th>
<th>ESTIMATED ANNUAL VOLUME</th>
<th>MANUFACTURER'S PUBLISHED YIELD PER CONTAINER</th>
<th>MINIMUM VOLUME CHARGE PER MONTH</th>
<th>MINIMUM CHARGE PER MONTH</th>
<th>OVERAGE PER COPY CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black and White per attached list - Pool 1</td>
<td>Cost per image</td>
<td></td>
<td></td>
<td>0.0045</td>
<td></td>
</tr>
<tr>
<td>Black and White per attached list - Pool 2</td>
<td>Cost per image</td>
<td></td>
<td></td>
<td>0.0092</td>
<td></td>
</tr>
<tr>
<td>Black and White per attached list - Pool 3</td>
<td>Cost per image</td>
<td></td>
<td></td>
<td>0.0140</td>
<td></td>
</tr>
<tr>
<td>Black and White per attached list - Pool 4</td>
<td>Cost per image</td>
<td></td>
<td></td>
<td>0.0225</td>
<td></td>
</tr>
</tbody>
</table>

Minimum Total Per MONTH $0.00 (Plus Applicable Taxes)

QUANTITY OF TONER INCLUDED IN AGREEMENT: 
In the case of supply-inclusive agreements, RMC will supply the Customer toner free of charge according to the manufacturer's published yield per container. At RMC's discretion, RMC may perform a Toner Usage Recounting audit from time to time. If Customer's toner usage exceeds the manufacturer's published yields, RMC will bill the Customer for excess toner usage at its lowest published price.

RENEWAL: YES ☐ NO ☑ 

BILLING CYCLE - Bases 

☐ Monthly ☐ Annual 

☐ Quarterly ☐ Semi-Annual 

No base billing 

BILLING CYCLE - Meters 

☐ Monthly ☐ Annual 

X ☐ Quarterly ☐ Semi-Annual 

Customer agrees to purchase and RAY MORGAN COMPANY agrees to provide maintenance service for the equipment listed above. In accordance with the terms and conditions of this agreement, the additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of the terms and conditions of this agreement shall be effective unless agreed upon in writing by an officer of RAY MORGAN COMPANY. No course or dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

X Customer Signature 

Karen Suenram 

Print Name 

Asst. Supt. 

9-1-14 

DATE 

RMC APPROVAL 

TITLE 

DATE 

Page 1 of 2 

v 1.0 8/30/13