RMC MAINTENANCE AGREEMENT - TERMS & CONDITIONS

1 During the term of this agreement, and for each unit of equipment listed on the front of this document or any subsequent amendment or Schedule, the Ray Morgan Company (RMC) will provide, without additional charge, emergency repair service, preventative service, replacement parts (except under the conditions noted in this agreement) and in case of supply inclusive agreements (see front page for this agreement’s specific coverage) all supplies (except, as applicable, paper, staples, and clear toner) under the usage limitations condition listed in the front page of this document. The initial term of this agreement shall be for a period of month to month and shall be automatically renewed for additional month periods unless written notice is received by any party that at least 90 days prior to the expiration of the initial term of the Agreement or any renewal thereof. This agreement shall NOT be assignable by customer without RMC’s prior written consent. RMC shall have the right to cancel this agreement if any item is sold to a third party without such consent.

2 Maintenance charges provided herein are based upon the current costs of parts and labor and are subject to periodic increases and the effect of inflation. After the first year anniversary date of this agreement and any subsequent twelve month period, the minimum annual or monthly maintenance charges and charges for any overage, copiers/printers will increase a minimum of 5% over the charges of the previous year. In addition, the minimum billing charge, on any single billing period shall be $35.00. In addition, RMC may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.

3 It is understood that should customer wish to add additional, recently acquired but not “new”, printers (HP, Kyofera and the like) to this agreement that RMC reserves the right to inspect and approve the addition of each. Such approval is contingent on age and overall condition of the printers in question. RMC might, after inspection, require that certain reconditioning or repairs be made before the equipment in question is covered under this maintenance agreement.

4 All routine preventative maintenance and emergency service necessary to keep the equipment in efficient operating order will be performed by RMC staff during its regular business hours (9:00 AM to 5:00 PM Monday through Friday except holidays) at no cost to Customer provided that such services shall not include the following:
   a) repairs resulting from causes other than normal use; Customer’s willful act, use of any paper stock that does not meet machine specifications, negligence or misuse including, without limitation, damage to any part or mechanism and/or use or supplies or spare parts not manufactured by the original equipment manufacturer and which cause abnormally high service calls or service problems; accident, transportation, failure of electrical power, air conditioning or humidity control related problems, acts of nature (fire, flood, etc.), theft or
   b) any service necessary by service performed by personal other than an RMC representative, or
   c) work which the customer requests to be performed outside regular business hours, or
   d) reconditioning or modification to the equipment except those specified by RMC’s Technical Service Department to assure greater performance of the equipment.

   All of the foregoing shall be invoiced at RMC’s established per call rates and part charges then in effect.
   Additionally, RMC shall have the right, when reasonably in need for reasons of significant equipment failure, to substitute equivalent Equipment (age, model, accessories and make) at any time during the term thereof. Any removed parts replaced by RMC shall become the property of RMC. RMC shall have full and free access to the Equipment in order to provide service thereon and Customer shall have from time to time advice RMC of the names of its employees who shall act as “key operators,” with responsibility for performing basic operator maintenance as described by RMC personnel.

5 Certain “housekeeping” duties as outlined in the Owners Instruction Manual provided with the equipment (such as clearing the glass, cleaning misfed, if possible, etc) are the customer’s responsibility. If a representative of RMC is called to do servicing of this nature the customer will be charged at the established rates for this service. Customer responsible for providing manufacturer recommended, adequate power supply.

6 Meter reading(s) must be provided by customer in accordance to the frequency stated on the reverse side of this Agreement. Customer agrees to provide correct meter readings to insure accurate and timely billing to the customer by RMC. If correct meter readings are not provided timely, RMC will calculate an estimated meter reading(s) and bill the customer in accordance to the frequency contracted for. RMC may assess an additional surcharge to offset administrative costs should calls need to be made to Customer in order to secure meter readings. In addition, RMC may automatically collect the Equipment, via electronic transmission to a secure off-site location, certain data to be used for servicing the equipment, billing meters, supply replenishment or product improvement purposes. Automatic transmitted data may include, but is not limited to, product registration, meter reads, supply level, equipment settings, and problem/fault code data. All such data shall be transmitted in a secure manner specified by RMC.

7 Additional service such as cosmetics, modification, or relocation, etc. requested and authorized by Customer and rendered by RMC will be charged at established rates for such service.

8 If customer’s service and/or supply account becomes past due, RMC may (a) refuse service or delivery of supplies until account is made current or (b) provide service on a C.O.D. per call basis at the then current rate for time and materials. Additionally, Customer agrees to pay to RMC its cost and expense of collection including reasonable attorney’s fees and all charges earned for service provided before the Customer went on a per call C.O.D. basis for non-payment per the terms of the agreement.

9 Liquidated damages: In the event that the customer defaults or chooses to cancel this Agreement before its original term or any extension thereof, customer promises to pay to the Ray Morgan Company the following amounts as reasonable liquidated damages (and not as a penalty for breach thereof):
   a) Contracts with 24 or more months remaining: twelve times the monthly base (or as the case may be quarterly base divided by 3) plus six months average overages, if any. Overages average shall be determined as the average sum of average billing the customer has been invoiced for during the current term or 6 months whichever is longer.
   b) Contracts with 13 to 23 months remaining: nine times the monthly base plus six months average overages, if any. Overages average shall be determined as the average sum of average billing the customer has been invoiced for during the previous 6 months.
   c) Contracts with 12 or less months remaining or any subsequent 12 month renewal: six times the monthly base plus six months average overages, if any. Overages average shall be determined as the average sum of average billing the customer has been invoiced for during the previous 6 months.

10 Cancellation for Non-Performance: Customer may cancel the agreement for non-performance as follows: Customer must forward to RMC via registered mail, to the address listed on the front of this document, the specific problems with the system or other area(s) of non-performance and dissatisfaction. RMC shall have 30 days to correct the problem. If RMC has not corrected the problem within 30 days, Customer may notify RMC of their intent to cancel in 30 days, after which time the Customer is no longer bound by the Liquidated Damages portion of this agreement. Cancellation of the maintenance agreement for non-performance does not provide relief to the Customer from being obligated to make all remaining lease payments (if any) to the leasing company providing financing services for the equipment in question. This agreement may be cancelled by RMC for any reason.

11 Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remains with the Ray Morgan Company until said supplies are consumed to the extent they may not be further utilized in the copier/printer process. In the event this agreement is cancelled by either party, Customer agrees to return to the Ray Morgan Company all unused supplies provided under this agreement including toner and photoconductor.

12 RMC’s obligations and warranties under this Agreement are in lieu of (a) all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose and (b) all other obligation or liabilities for damages including but not limited to personal injury or property damage, loss of profit or other consequential damages arising out of or in connection with this agreement the maintenance service performed hereunder. Nor shall RMC be responsible for delays or inaccuracies or service caused directly or indirectly by strikes, accidents, climatic conditions or any other reason of similar nature beyond its control. This agreement shall be governed and construed according to the laws of the State of California.

13 Payment terms are upon receipt of invoice (U/R) unless otherwise specified. Late charges will be assessed on the outstanding balance if payments are not received within 15 days of invoice date. The minimum late charge is $6.00. Late charges will not exceed the maximum permitted by law. Customer agrees to pay to RMC a charge of $25 for any returned checks per occurrence if any of seller’s checks are returned to RMC unpaid. Upon default of any payment or any other aspect of this Agreement, RMC may at its option, declare the entire outstanding balance due and payable, including the Liquidated Damages stated in Section 9 of this Agreement.

14 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs from the other.

This agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals oral or written. No representation or statement not contained herein shall be binding upon RMC as a warranty or otherwise, nor shall this Agreement be modified or amended unless signed by RMC’s General Manager.

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v 7.3.829010
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AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an agreement between the NEVADA JOINT UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "Client," and SCHOOL SERVICES OF CALIFORNIA, INC., hereinafter referred to as "Consultant," entered into as of October 1, 2014.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:

   a. Delivery of "one copy" of each edition of the Fiscal Report containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet Analysis of the Governor’s Proposals for the State Budget and K-12 Education

   b. Unlimited access to the Consultant’s online workshops, which include:

      i. Fiscal Aspects of Negotiations

      ii. Fiscal Implications of School District Reorganization

      iii. Associate Student Body

      iv. Attendance Accounting

   c. The option of receiving information on Consultant’s website regarding major school finance and policy issues

   d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
e. Preliminary school district revenue calculation using the online tools available on the Consultant’s website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation

f. Participation at the Consultant’s school finance conferences and workshops at the Consultant’s client rate

g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance

2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a “quick query” service to provide telephone response to specific fiscal or mandate questions of the Client. Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; or major customized research projects or studies.

3. The Client agrees to pay to Consultant for services rendered under this Agreement:

a. $3,420 annually, plus expenses, or payable at $285 per month, plus expenses, upon receipt of a billing from Consultant

b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply

c. “Hours” are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client’s site

d. “Expenses” are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
4. This Agreement shall be for the period of one year, beginning October 1, 2014, and terminating September 30, 2015. This Agreement may be terminated prior to September 30, 2015 by either party on thirty (30) days’ written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: 

DATE: 8/29/14

Nevada Joint Union High School District

DATE: August 22, 2014

JOHN D. GRAY

President

School Services of California, Inc.
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT FOR INDEPENDENT SERVICES ("Agreement") is entered into this 15th day of August, 2014, between
Name: Aimee Retzler
Address: 16774 Patty Court Telephone Number: (415)265-8447
City & Zip Code: Nevada City, CA 95959
hereinafter referred to as the "Contractor", 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 August 15, 2014, to November 15, 2014. This Agreement may be extended by agreement of both parties for an additional six month period of November 15, 2014 to May 15, 2015. The Agreement shall be subject to cancellation by either party on 30 days written notice to the other party. All work completed through the date of notice of cancellation will be invoiced by Contractor and paid by the District.

2. **DUTIES AND FUNCTIONS OF CONTRACTOR:** As per Exhibit "A."

3. **CONTRACTOR’S FEES:** $16,250 for the period of August 15, 2014 to November 15, 2014—to be paid monthly as invoiced by contractor. Should this Agreement be extended for an additional six month period of November 15, 2014 to May 15, 2015, the fee for the extension will be $36,000—to be paid monthly as invoiced by Contractor.

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 approved by the District, upon completion of the services, certifying that he/she has personally performed the services for which the invoice is submitted. Monthly invoices will be accompanied by written progress reports. Payment of Contractor invoices shall be made within 30 days of receipt of invoice.

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.

8. **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, agents 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.

9. **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 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 days 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.

10. **MODIFICATIONS:** Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

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

**CONTRACTOR**

[Signature]  
Community Relations + Fund Development Consultant

**TITLE**

9-4-14

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

**BY:** [Signature]  
Title: Superintendent
EXHIBIT A

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

PRIMARY FUNCTIONS, SCOPE OF SERVICES & QUALIFICATIONS

In consultation and collaboration with the District Superintendent, the Independent Contractor shall provide services to the District pursuant to the following:

PRIMARY FUNCTIONS

1. Assists with the development of various forms of communication materials in support of and to promote the educational programs and services in the school district.
2. Serves as the liaison between the school district and community agencies, organizations, and community representatives; and, responds to inquiries from the general public and the media regarding district operations, general educational issues, statistical data, policies and procedures.
3. Performs duties to include preparation of proposals and grant applications, and performs responsible, professional and administrative work in researching, identifying, developing and responding to public and private grant opportunities.

SCOPE OF SERVICES

Public Relations:

1. Design, develop, write, assemble, proofread and produce publications and various forms of materials including: newsletters, brochures, posters, advertisements, web-based documents, news releases, and graphic images and visual displays for programs and events.
2. Assist with keeping the public information section of the school district website updated.
3. Assist in arranging the printing and duplication of publications; confers with printing vendors, monitors and provides input concerning quality of service.

Community Development:

1. Participate in a number of community organization meetings in order to represent the District’s interests.
2. Maintain a database and mailing list of community-based organizations and other interested groups.
3. Analyze community relations needs and make recommendations to the superintendent to address these needs.
Resource Development:

1. Research information related to educational and community programs for the school district, identify new government and private funding prospects, and keep a resource file.
2. Develop and prepare grant applications and proposals for public and private funding sources; establish and maintain district procedures and policies to assure proper review and approval of grant applications by the superintendent, Board of Trustees, and various departments.
3. Collaborate with administrators in researching and coordinating financial resources; assist Financial Services department personnel with developing the grant application budget.
4. Generate revenues for the school district programs and services through timely submission of well-researched, well-written and well-documented fund raising proposals.
5. Maintain and implement calendar of activities, timelines for proposals and reports on progress.
6. Assist in the preparation of required reports to government, foundations and other funders as required.
7. Assist in maintaining records to ensure compliance with grant regulations, policies and financial reporting.
8. Assist the superintendent as a liaison to all funding agencies or organizations.

QUALIFICATIONS

Independent Contractor warrants and represents that he/she has:

1. A Bachelor’s degree from an accredited college or university with major course work in journalism, communications, advertising, marketing, English, public relations or a related field.
2. Public information experience.
3. Grant writing experience.

SPECIFIC SCOPE OF SERVICES FOR CONTRACT PERIOD

Community Relations Deliverables

Research: Talk to representative samples of target audiences to establish a baseline of community perception and analyze the District’s community relations needs. Research and finished product will include:

1. A visit to each school site/attend one staff meeting within the first 60 days;
2. Summary of existing marking and outreach efforts;
3. Up to 12 stakeholder interviews;
4. Up to three focus group meetings;
5. One online survey with incentive (i.e., win an iPad);
6. Informal Facebook polls;
7. Participation in up to two community meetings per month;
8. Analysis and presentation of research results;
9. Recommendations for re-branding and leveraging the District’s strengths.

**Action Plan:** Develop a community relations plan that outlines goals, strategies, and tactics based on our research, anticipating image problems and suggesting potential solutions. Elements of the plan will include:

1. **Communications Overview:** A communications map that outlines all of the communications vehicles that the District could use to engage their target audiences;
2. **Marketing Calendar:** A marketing and media calendar that shows a consistent, continuous stream of positive, relevant, and timely communication with target audiences;
3. **Print Collateral Plan:** A collateral plan that lists all print vehicles to be developed identifying target audiences, the purpose of each piece, timeline and cost estimates;
4. **Online Communications:** Development and maintenance of an accurate, relevant and timely content on the District website and select social media channels;
5. **Community Contacts Database:** Maintain a database of community contacts and make recommendations on how best to leverage this information to meet goals;
6. **Paid Media Plan:** Create a paid media plan with cost projections if there is a budget for paid media.

**Communicate:** Implement selected efforts based on the results of the research and the needs and priorities established by the Superintendent:

1. **Written Communications:** Write and edit external and internal District communications as outlined in the communications map;
2. **Introduction of the Media:** Introduce Superintendent to the media, co-create relevant talking points for all media contacts;
3. **Build Relationship with the Media:** Build a positive relationship with the press – write news releases, get media coverage of District news;
4. **Empower Ambassadors:** Empower school staff, students, and families to become brand ambassadors for their school;
5. **Point Out the Positive:** Create avenues for students/staff/volunteer recognition;
6. **Student Voices:** Activate a student journalism group to produce editorials for a variety of news vehicles;
7. **Leverage Social Media:** Outline a process that ensures regular digital communications with target audiences;
8. **Oversee Communications Production:** Negotiate contracts with printing and web services for all publications and online communications; Monitor quality of produced materials and services.

**Resource Development Deliverables:** Create a fund development plan that outlines prospects, timelines, and revenue potential (revenue goals to be negotiated with Superintendent). Identify, develop, and respond to funding opportunities, including grants, private donors, public giving, and alumni support.

1. **Public and Private Funders:**
   a. Assist the Superintendent as a liaison to funding agencies and organizations within the community;
   b. Arrange for meeting with up to 5 potential private donors with an overall private donor goal established in conjunction with the Superintendent. Make the ask for certain donors;
   c. Research funding models that leverage alumni networks and outline a plan to solicit donations.

2. **Grants:**
   a. Provide access to monthly educational grant alerts through a paid service;
   b. Assist the Superintendent to identify relevant grant opportunities.

**Evaluate:** Consultant will measure the effectiveness of community relations and fundraising efforts through the following methods:

1. **Key Performance Indicators:** Establish key performance indicators and their benchmarks within 60 days and measure them on a quarterly basis;
2. **Reverse Research:** Repeat certain stages of the initial research, e.g.: talk to selected stakeholders, etc. (only applicable if the contract is extended for the second six-month period)
3. **Hindsight Process:** Hindsight process to determine what changes are needed to optimize future tactics. (only applicable if the contract is extended for the second six-month period)
USERS/NCSOS / NJUHSD
Agreement to Provide Internet-Related Services

Terms and Conditions

This agreement formalizes the provision of INTERNET access to the designated organizations by the Nevada Joint Union High School District.

Nevada Joint Union High School District agrees to provide the following services to the organizations entering into this agreement:

- Internet Access
- Content Filter
- Spam e-mail filter for e-mail hosted by NJUHSD server only

The organization entering into this agreement is completely responsible for the activities of its constituents. The organization agrees to review the terms and conditions for Internet access with each and every employee that the organization authorizes as part of this agreement.

INTERNET access enables an authorized user to command the resources of computers throughout the world. Conscientious, responsible, efficient, ethical, and legal utilization of these global network resources is required of every user. If a user violates any of these tenets, his/her authorized access and e-mail account (if applicable) will be terminated and future access will be denied. The signatures at the end of this document are legally binding and indicate the parties who signed have read the terms and conditions carefully and understand their significance.

1) Acceptable Use – The use of Internet access and e-mail accounts (if applicable) must be in support of education and research and consistent with accepted educational objectives. The use of another organization’s network of computing resources must comply with the rules appropriate for that network. The district will assist in monitoring access and usage to insure that such usage is appropriate. Authorized users may be required to periodically report educationally beneficial research and communication experiences that resulted from access the Internet.

Each designated organization is responsible for distributing its own Acceptable Use Policy that is in compliance with the Nevada Joint Union High School District’s own Acceptable Use policy and in compliance with the law. Moreover, each designated organization acknowledges that it is solely responsible for distributing to its staff, students, and parents/guardians the following documents:

1. Employee Agreement for all employees of the various organizations using a District computer network or Internet access;
2. Student Agreement for all students of the various organizations using a District computer or Internet access;
3. Parent or Guardian Agreement signed by all parents or Guardians of the students using a District computer or Internet access; and
4. Site Agreement for all school site administrators providing access to students and employees stating that the employees they supervise and the students at their location have submitted the above documents and that the District can take action against the site administrator for violation of the AUP or any terms of this Agreement.

Furthermore, each designated organization will implement all necessary policies and procedures that meet the requirements of the Children’s Internet Protection Act ("CIPA"), including but not limited to, proper implementation of filtering and/or blocking software to restrict access to Internet sites containing child pornography, obscene depictions, or other materials harmful to minors under 18 years of age.

The designated organizations agree that the District is not responsible for any claims from or arising out any designated organization’s failure to distribute a Acceptable Use Policy, failure to have the above documents executed, or failure to distribute a compliant Acceptable Use Policy. Each designated organization agrees to indemnify and hold the District harmless for any activities of itself or its constituents as a result of failure to comply with the responsibilities set forth above.

2) Unacceptable Use – Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material or material protected by trade secret. Use of commercial activities is not acceptable. Use for product advertisement or political lobbying is also prohibited. Any transmission or reception of pornographic material is expressly prohibited and will result in the cancellation of this account.

3) Network Etiquette – You are expected to abide by the generally accepted rules of network etiquette.
   These include, but are not limited to, the following:
   a) Be polite
   b) Use appropriate language
   c) Do not reveal your personal address or phone numbers of students or colleagues.
   d) Note that electronic mail (e-mail, if applicable) is not guaranteed to be private. Messages relating to or in support of illegal activities may be reported to the authorities.
   e) Do not use the network in such a way that you would disrupt the use of the network by other users.
   f) All communications and information accessible via the network should be assumed to be private property.

4) Guarantees – The Nevada Joint Union High School District makes no guarantees of any kind, whether expressed or implied, for the service it is providing. Nevada Joint Union High School District will not be responsible for any damages you suffer. This includes loss of data resulting from delays, nondeliveries, misdeliveries, or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via the Internet is at your own risk.
The services and software and underlying systems are made available to the designated organizations "AS IS." The Nevada Joint Union High School District and its suppliers make no warranties regarding the quality, reliability, timeliness or security of the services or software, or underlying systems or that the services, the software or the underlying systems will be uninterrupted or error free. The Nevada Joint Union High School District and its suppliers assume no responsibility or liability for the deletion or failure to store properly e-mail messages or other files on its e-mail, web, ftp, or other servers. Customers and users assume the entire risk in downloading or otherwise accessing any data, files or other materials obtained from third parties as part of the services, the software or underlying systems.

5) Security – Security on any computer system is a high priority, especially when the system involves many users. If you can identify a security problem on the Internet, please send an e-mail message to helpdesk@njuhsd.com. Attempts to log onto Internet as a system administrator will result in cancellation of user privileges.

6) Generally the Nevada Joint Union High School District will provide notification to the designated organizations of scheduled server or network maintenance. The Nevada Joint Union High School District will normally perform such scheduled maintenance during non peak operating hours. However, the Nevada Joint Union High School District reserves the right to perform scheduled and unscheduled maintenance of its servers and network as deemed necessary in its sole discretion, and without prior notice.

7) Vandalism – Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, Internet, or any of the above listed agencies or other networks that are connected to the Internet. This includes, but is not limited to, the uploading or creation of computer viruses.

8) Fees- In order to recover a portion of the allocated equipment, startup, annual, and ongoing maintenance costs associated with NJUHSD Internet connection, each school district will be billed annually. Refer to the Attachment A for current cost and service structure.

9) Wide Area Network Security: Districts and school sites utilizing local area networks that are connected to the NJUHSD network for input to, update of, and reporting from financial and student record databases (herein described as “Secure” are subject to the following additional terms and conditions. Any release of information shall conform to the provisions of the "Family Educational Rights and Privacy Act" or Health Insurance Portability and Accountability Act of 1996, whichever is applicable. Each designated organization must maintain and protect all student information, and collect and use student information as permitted by law.

10) The Designated organizations will defend, indemnify and hold the Nevada Joint Union High School District harmless from and against any and all claims, actions or demands resulting from the designated organization’s, including its constituents, students and staffs’ use of the Nevada Joint Union High School District’s services.
11) The Nevada Joint Union High School District reserves the right to terminate any account at its sole discretion. Although prepayment for services generally allows a Customer to take advantage of prepayment discounts, such prepayment does not constitute a term of service contract.

Designated organizations who are found to be in violation of this Agreement are subject to termination of the Nevada Joint Union High School District’s services, with the forfeiture of all fees paid to the Nevada Joint Union High School District. The forfeited amount, and, additional charges, if necessary, shall be used to satisfy administrative charges at the rate of $100.00 per hour for time required to deal with third parties who have been impacted by the offending designated organization.

The undersigned parties agree to abide by the above Terms and Conditions.

District: John Muir Charter School / Western Sierra YouthBuild
Address: 12338 McConney Road, Grass Valley, CA 95449

District Superintendent: Anita Bagwell
District Superintendent Signature: 

Date: 8/29/14

Please indicate service requesting:

Internet X

NJUHSD Superintendent: Louise Johnson

NJUHSD Signature: Louise Johnson

Date: 9-4-14

Please send a copy of this agreement to:

Karen Suenram
Assistant Superintendent, Business
11645 Ridge Road
Grass Valley, CA 95945
Attachment A

Agreement to Provide Student Information System Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Allocation Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Support Charge</td>
<td>$11.30/per student</td>
<td>Per Site based on CBEDs Enrollment</td>
</tr>
<tr>
<td>Annual E-School Plus Software Maintenance Charge</td>
<td>$5,000 - $6,000 Estimate For Feeder Districts</td>
<td>Annual Cost Shared Equally among Feeder School Sites using E-School Plus</td>
</tr>
<tr>
<td>Support from Analyst</td>
<td>$40.00/hour</td>
<td>Billed to Entity using the Service</td>
</tr>
<tr>
<td>Support from Director</td>
<td>$80.00/hour</td>
<td>Billed to Entity using the Service</td>
</tr>
<tr>
<td>All Other E-School Plus Pass Through Charges (Training, etc.)</td>
<td>Varies</td>
<td>All Costs Shared Equally among Feeder School Sites using E-School Plus</td>
</tr>
</tbody>
</table>
NEVADA JOINT UNION HIGH SCHOOL DISTRICT

RESOLUTION #03-14/15

ANNUAL REVIEW OF FUND BALANCE POLICY AS REQUIRED BY GASB 54

WHEREAS, the Governmental Accounting Standards Board (GASB) has adopted Statement Number 54 (GASB 54), Fund Balance Reporting and Governmental Fund Type Definitions, that is effective in fiscal year 2010/2011, and

WHEREAS, the Nevada Joint Union High School District wishes to comply with GASB 54 as required beginning with the current July 1, 2010 – June 30, 2011 fiscal year;

AND, WHEREAS, the Nevada Joint Union High School District reviews the Fund Balance Policy annually for any possible changes;

NOW THEREFORE BE IT RESOLVED that the Board of Trustees has reviewed the following policy for the 2014/15 fiscal year:

FUND BALANCE POLICY

Fund balance measures the net financial resources available to finance expenditures of future periods. The District’s Unassigned General Fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing.

Fund Balance of the District may be committed for a specific source by formal action of the Board of Trustees. Amendments or modification to the committed fund balance must also be approved by formal action for the Board of Trustees. Committed fund balance does not lapse at year-end. The formal action required to commit fund balance shall be by board resolution or majority vote.

The Board of Trustees delegates authority to assign fund balance for a specific purpose to the Chief Business Official of the District.

For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first and then unrestricted. Expenditures incurred in the unrestricted fund balances shall be reduced first from the committed fund balance, then from the assigned fund balance and lastly, the unassigned fund balance.

The Board of Trustees recognizes that good fiscal management comprises the foundational support of the entire District. To make that support as effective as possible, the Board intends to maintain a minimum unrestricted fund balance of 8% of the District’s general fund annual operating expenditures, If the unrestricted fund balance drops below 8% it shall be recovered at a rate of 1% minimally, each year.

The foregoing Resolution was passed and adopted at a regular meeting of the Board of Trustees of the Nevada Joint Union High School District on the 10th day of September 2014 by the following vote:

AYES: 

NOES: 

ABSENT: 

Clerk, Board of Trustees

President, Board of Trustees
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
GRASS VALLEY, CALIFORNIA

RESOLUTION #04-14/15
Adopting the 2013-2014 Gann Limit
and
Estimating the 2014-2015 Gann Limit

WHEREAS, in November of 1979 the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits” for public agencies including school districts; and

WHEREAS, the District must establish a revised Gann Limit for the 2013-2014 fiscal year and a projected Gann Limit for the 2014-2015 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 2013-2014 and 2014-2015 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the budget for the 2013-2014 and 2014-2015 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this District.

PASSED AND ADOPTED this 10th day of September, 2014 by the Governing Board of the Nevada Joint Union High School District of Nevada County, California.

STATE OF CALIFORNIA
COUNTY OF NEVADA

)                        )
)  ss

I, WAYNE KLAUER, Clerk of the Governing Board, Nevada Joint Union High School District, County of Nevada, do hereby certify the foregoing to be a full, true, and correct copy of a resolution adopted by the said Board at a regular meeting hereof held at this regular meeting place on September 10, 2014, which action is contained in the minutes of the meeting of said Board.

Clerk: _____________________________ Date: September 10, 2014
### A. PRIOR YEAR DATA
(2012-13 Actual Appropriations Limit and Gann ADA are from district’s prior year Gann data reported to the CDE)

1. **FINAL PRIOR YEAR APPROPRIATIONS LIMIT**
   (Preload/Line D11, FY column)
   
<table>
<thead>
<tr>
<th>2013-14 Calculations</th>
<th>2012-13 Actual</th>
<th>2013-14 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extracted Data</td>
<td>18,682,206.18</td>
<td>18,703,931.34</td>
</tr>
<tr>
<td>Adjustments*</td>
<td>3,102.64</td>
<td>2,655.00</td>
</tr>
<tr>
<td>Totals</td>
<td>18,715,308.82</td>
<td>18,703,931.34</td>
</tr>
</tbody>
</table>

2. **PRIOR YEAR GANN ADA**
   (Preload/Line B3, FY column)

3. **ADJUSTMENTS TO PRIOR YEAR LIMIT**
   - District Lapses, Reorganizations, and Other Transfers
   - Temporary Voter Approved Increases
   - Less: Lapses of Voter Approved Increases
   - TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT
     (Lines A2 plus A4 minus A5)
     
     | Adjustments to 2012-13 | Adjustments to 2013-14 |
     |------------------------|------------------------|
     | 0.00                   | 0.00                   |

4. **ADJUSTMENTS TO PRIOR YEAR ADA**
   (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)

### B. CURRENT YEAR GANN ADA
(2013-14 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)

<table>
<thead>
<tr>
<th>2013-14 P2 Report</th>
<th>2014-16 P2 Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total K-12 ADA (Form A, Line A6)</td>
<td>2,955.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Charter Schools ADA (Form A, Line C4)</td>
<td>0.00</td>
</tr>
<tr>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)</td>
<td>2,955.00</td>
</tr>
</tbody>
</table>

### C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED
(TAXES AND SUBVENTIONS Funds 01, 09, and 62)

<table>
<thead>
<tr>
<th>2013-14 Actual</th>
<th>2014-16 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homeowners’ Exemption (Object 8021)</td>
<td>198,427.55</td>
</tr>
<tr>
<td>Timber Yield Tax (Object 8022)</td>
<td>19,460.72</td>
</tr>
<tr>
<td>Other Subventions/In-Lieu Taxes (Object 8028)</td>
<td>0.00</td>
</tr>
<tr>
<td>Secured Roll Taxes (Object 8041)</td>
<td>17,930,381.61</td>
</tr>
<tr>
<td>Unsecured Roll Taxes (Object 8042)</td>
<td>372,687.81</td>
</tr>
<tr>
<td>Prior Years’ Taxes (Object 8043)</td>
<td>7,754.25</td>
</tr>
<tr>
<td>Supplemental Taxes (Object 8044)</td>
<td>229,048.43</td>
</tr>
<tr>
<td>Ed. Rev. Augmentation Fund (ERAF) (Object 8045)</td>
<td>946,062.47</td>
</tr>
<tr>
<td>Penalties and Int. from Delinquent Taxes (Object 8048)</td>
<td>0.00</td>
</tr>
<tr>
<td>Other In-Lieu Taxes (Object 9552)</td>
<td>0.00</td>
</tr>
<tr>
<td>Comm. Redevelopment Funds (Obj. 8047 &amp; 8625)</td>
<td>74,055.30</td>
</tr>
<tr>
<td>Parcel Taxes (Object 8621)</td>
<td>0.00</td>
</tr>
<tr>
<td>Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)</td>
<td>0.00</td>
</tr>
<tr>
<td>Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8626) (Only those for the above taxes)</td>
<td>0.00</td>
</tr>
<tr>
<td>Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)</td>
<td>(6,591,618.00)</td>
</tr>
<tr>
<td>TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)</td>
<td>13,186,261.14</td>
</tr>
<tr>
<td>OTHER LOCAL REVENUES (Funds 01, 09, and 62)</td>
<td>0.00</td>
</tr>
<tr>
<td>To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)</td>
<td>0.00</td>
</tr>
<tr>
<td>TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)</td>
<td>13,186,261.14</td>
</tr>
</tbody>
</table>

California Dept of Education
SACS Financial Reporting Software - 2014.2.0
File: gann-d (Rev 06/16/2014)
## EXCLUDED APPROPRIATIONS

19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)

### OTHER EXCLUSIONS

20. Americans with Disabilities Act
21. Unreimbursed Court Mandated Desegregation Costs
22. Other Unfunded Court-ordered or Federal Mandates
23. TOTAL EXCLUSIONS (Lines C19 through C22)

### STATE AID RECEIVED (Funds 01, 09, and 62)

24. LCFF - CY (objects 8011 and 8012)
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)
26. Class Size Reduction, Grades K-3 (Object 8434)
27. TOTAL STATE AID RECEIVED (Lines C24 through C26)

### DATA FOR INTEREST CALCULATION

28. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)
29. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)

### APPROPRIATIONS LIMIT CALCULATIONS

#### D. PRELIMINARY APPROPRIATIONS LIMIT

1. Revised Prior Year Program Limit (Lines A1 plus A6)
2. Inflation Adjustment
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)

### APPROPRIATIONS SUBJECT TO THE LIMIT

5. Local Revenues Excluding Interest (Line C18)
6. Preliminary State Aid Calculation
   a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C27 or less than zero)
   b. Maximum State Aid in Local Limit (Lesser of Line C27 or Lines D4 minus D5 plus C23; but not less than zero)
   c. Preliminary State Aid in Local Limit (Greater of Lines D5a or D6a)
7. Local Revenues in Proceeds of Taxes
   a. Interest Counting in Local Limit (Line C29 divided by [Lines C28 minus C29] times [Lines D5 plus D6c])
   b. Total Local Proceeds of Taxes (Lines D5 plus D7a)
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C3; but not greater than Line C27 or less than zero)
9. Total Appropriations Subject to the Limit
   a. Local Revenues (Line D7a)
   b. State Subventions (Line D8)
   c. Less: Excluded Appropriations (Line C23)
   d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)

<table>
<thead>
<tr>
<th></th>
<th>2013-14 Calculations</th>
<th></th>
<th>2014-15 Calculations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Extracted Data</td>
<td>Adjustments*</td>
<td>Entered Data/</td>
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<td>Totals</td>
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<tr>
<td>EXCLUDED APPROPRIATIONS</td>
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<td>291,178.25</td>
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<tr>
<td>OTHER EXCLUSIONS</td>
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<tr>
<td>20. Americans with Disabilities Act</td>
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<td></td>
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<tr>
<td>21. Unreimbursed Court Mandated Desegregation Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22. Other Unfunded Court-ordered or Federal Mandates</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>23. TOTAL EXCLUSIONS (Lines C19 through C22)</td>
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<td></td>
<td>291,178.25</td>
</tr>
<tr>
<td>STATE AID RECEIVED (Funds 01, 09, and 62)</td>
<td></td>
<td></td>
<td>9,985,580.00</td>
</tr>
<tr>
<td>24. LCFF - CY (objects 8011 and 8012)</td>
<td></td>
<td></td>
<td>9,985,580.00</td>
</tr>
<tr>
<td>25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)</td>
<td></td>
<td></td>
<td>(19,511.15)</td>
</tr>
<tr>
<td>26. Class Size Reduction, Grades K-3 (Object 8434)</td>
<td></td>
<td></td>
<td>0.00</td>
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<tr>
<td>27. TOTAL STATE AID RECEIVED (Lines C24 through C26)</td>
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<td></td>
<td>9,966,048.84</td>
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<tr>
<td>DATA FOR INTEREST CALCULATION</td>
<td></td>
<td></td>
<td>29,205,316.88</td>
</tr>
<tr>
<td>28. Total Revenues (Funds 01, 09 &amp; 62; objects 8000-8799)</td>
<td></td>
<td></td>
<td>29,205,316.88</td>
</tr>
<tr>
<td>29. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)</td>
<td></td>
<td></td>
<td>25,460.66</td>
</tr>
<tr>
<td>APPROPRIATIONS LIMIT CALCULATIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. PRELIMINARY APPROPRIATIONS LIMIT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Revised Prior Year Program Limit (Lines A1 plus A6)</td>
<td></td>
<td></td>
<td>18,662,206.18</td>
</tr>
<tr>
<td>2. Inflation Adjustment</td>
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<td></td>
<td>1,001.2</td>
</tr>
<tr>
<td>3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)</td>
<td></td>
<td></td>
<td>0.9524</td>
</tr>
<tr>
<td>4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)</td>
<td></td>
<td></td>
<td>18,703,931.34</td>
</tr>
<tr>
<td>APPROPRIATIONS SUBJECT TO THE LIMIT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Local Revenues Excluding Interest (Line C18)</td>
<td></td>
<td></td>
<td>13,186,281.14</td>
</tr>
<tr>
<td>6. Preliminary State Aid Calculation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C27 or less than zero)</td>
<td></td>
<td></td>
<td>354,600.00</td>
</tr>
<tr>
<td>b. Maximum State Aid in Local Limit (Lesser of Line C27 or Lines D4 minus D5 plus C23; but not less than zero)</td>
<td></td>
<td></td>
<td>5,808,848.45</td>
</tr>
<tr>
<td>c. Preliminary State Aid in Local Limit (Greater of Lines D5a or D6a)</td>
<td></td>
<td></td>
<td>5,808,848.45</td>
</tr>
<tr>
<td>7. Local Revenues in Proceeds of Taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Interest Counting in Local Limit (Line C29 divided by [Lines C28 minus C29] times [Lines D5 plus D6c])</td>
<td></td>
<td></td>
<td>16,574.04</td>
</tr>
<tr>
<td>b. Total Local Proceeds of Taxes (Lines D5 plus D7a)</td>
<td></td>
<td></td>
<td>13,202,835.18</td>
</tr>
<tr>
<td>8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C3; but not greater than Line C27 or less than zero)</td>
<td></td>
<td></td>
<td>5,792,274.41</td>
</tr>
<tr>
<td>9. Total Appropriations Subject to the Limit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Local Revenues (Line D7a)</td>
<td></td>
<td></td>
<td>13,202,835.18</td>
</tr>
<tr>
<td>b. State Subventions (Line D8)</td>
<td></td>
<td></td>
<td>5,792,274.41</td>
</tr>
<tr>
<td>c. Less: Excluded Appropriations (Line C23)</td>
<td></td>
<td></td>
<td>291,178.25</td>
</tr>
<tr>
<td>d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)</td>
<td></td>
<td></td>
<td>18,703,931.34</td>
</tr>
</tbody>
</table>
10. Adjustments to the Limit Per
   Government Code Section 7902.1
   (Line D9d minus D4; if negative, then zero)
   If not zero report amount to:
   Michael Cohen, Director
   State Department of Finance
   Attention: School Gann Limits
   State Capitol, Room 1145
   Sacramento, CA 95814

   Summary
   11. Adjusted Appropriations Limit
       (Lines D4 plus D10)
       2013-14 Actual: 18,703,931.34
       2014-15 Budget: 17,852,894.00
   12. Appropriations Subject to the Limit
       (Line D8d)
       18,703,931.34

* Please provide below an explanation for each entry in the adjustments column.

Karen Suenram
Gann Contact Person

(530) 273-3351
Contact Phone Number
AGREEMENT BETWEEN THE  
NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
AND THE  
NEVADA JOINT UNION HIGH SCHOOL TEACHERS ASSOCIATION

The Nevada Joint Union High School District ("District") and the Nevada Joint Union High School Teachers Association ("NJUHSTA") agree to the following addition to the 2013-2015 collective bargaining agreement:

Article 9.4 District-Wide Department Chair

9.4.1. The District shall have one district-level department chair stipend for special education at an annual stipend equivalent to other Nevada Joint Union High School District department chairs as outlined in sections 9.3.1.3 – 9.3.1.4 of the collective bargaining agreement ($2000 per year plus $50/section and release days as applicable). The sections counted for this stipend will be the total sections in the Severely Handicapped (S/H) program, the Emotionally Disturbed (ED) program and the NU STEP program.

9.4.2 Selection

The district-wide department chair for special education shall be selected by a secret ballot vote of all department members from the S/H program, the (ED) program (RISE), and the NU STEP program by no later than June 1 of each year. A member of the aforementioned programs selected by the faculty members of the programs shall count the ballots in the presence of an administrator and the results shall be reported to the Director of Special Education.

The candidate receiving the highest number of votes shall be selected as the district-wide department chair for special education. In the event of a tie, the Director of Special Education will make the final section of the department chair person.

9.4.3 The district-wide department chair for special education shall have the same duties, evaluation, consultation and budgeting process as outlined in the collective bargaining agreement for site department chairs/area coordinators.

Renumber 9.4, District Curriculum Committee, to 9.5

Dated: 9/3/14  
Allison Cassel, NJUHSTA President

Dated: 9/4/14  
Louise Johnson, NJUHSD Superintendent
ITEM "K"

DISCUSSION/ACTION ITEMS
<table>
<thead>
<tr>
<th>POLICY</th>
<th>TITLE</th>
<th>OPTIONS/BLANKS</th>
<th>ADOPT DATE</th>
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<tr>
<td>BP 0200</td>
<td>Goals for the School District</td>
<td>Adopt as presented</td>
<td></td>
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<tr>
<td>BP 3260</td>
<td>Fees and Charges</td>
<td>Adopt as presented</td>
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<tr>
<td>AR 3260</td>
<td>Fees and Charges</td>
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<td>BP 3280</td>
<td>Sale of Lease of District-Owned Real Property</td>
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<tr>
<td>AR 3460</td>
<td>Financial Reports and Accountability</td>
<td>Adopt as presented</td>
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<tr>
<td>BP 3513.3</td>
<td>Tobacco-Free Schools</td>
<td>Adopt as presented</td>
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<tr>
<td>E 4112.9/4212.9/4312.9</td>
<td>Employee Notifications</td>
<td>Replace Exhibit X Yes □No</td>
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<tr>
<td>AR 4117.14/4317.14</td>
<td>Postretirement Employment</td>
<td>Adopt as presented</td>
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<td>AR 4117.7/4317.7</td>
<td>Employment Status Reports</td>
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<tr>
<td>BP 5131.62</td>
<td>Tobacco</td>
<td>Delete paragraph under Prevention Instruction in BP</td>
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<tr>
<td></td>
<td></td>
<td>Delete first paragraph under Program Planning</td>
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<td>BP 5144</td>
<td>Discipline</td>
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<tr>
<td>AR 5144</td>
<td>Discipline</td>
<td>Delete #6, 8, 10, and 11 under disciplinary strategies, delete section entitled Recess Restriction</td>
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<td>BP 5144.1</td>
<td>Suspension and Expulsion/Due Process</td>
<td>Delete 6th paragraph under “Removal from Class by Teacher &amp; Parental Attendance”</td>
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<td>AR 5144.1</td>
<td>Suspension and Expulsion/Due Process</td>
<td>Adopt as presented</td>
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<tr>
<td>E 5145.6</td>
<td>Parental Notifications</td>
<td>Replace Exhibit X Yes □No</td>
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<tr>
<td>BP 6141.5</td>
<td>Advanced Placement</td>
<td>Insert “or more” after at least four in second paragraph — page (a)</td>
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<td>AR 6141.5</td>
<td>Advanced Placement</td>
<td>Delete AR X Yes □No</td>
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<tr>
<td>BP 6142.92</td>
<td>Mathematics Instruction</td>
<td>Eliminate Grade K-8 paragraph</td>
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<tr>
<td>BP 6151</td>
<td>Class Size</td>
<td>Eliminate K-3 and transitional kindergarten CSR language</td>
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<td>AR 6151</td>
<td>Class Size</td>
<td>Delete AR X Yes □No</td>
<td></td>
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<tr>
<td>BP 6162.5</td>
<td>Student Assessment</td>
<td>Adopt as presented</td>
<td></td>
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<td>BP 6162.54</td>
<td>Test Integrity/Test Preparation</td>
<td>Adopt as presented</td>
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<td>BP 6163.1</td>
<td>Library Media Centers</td>
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<td>OPTION 2: □</td>
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<td>6184</td>
<td>Continuation Education</td>
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<td>6184</td>
<td>Continuation Education</td>
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<tr>
<td>BB</td>
<td>9324</td>
<td>Minutes and Recordings</td>
<td>Fill in “the Board President and Secretary of Board” on page (b)</td>
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</tbody>
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Note: Descriptions below identify major revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.

BP 0200 - Goals for the School District
(BP revised)
Policy updated to delete sample goals and add concepts related to NEW LAW (AB 97, 2013) which requires districts to develop annual goals aligned with specified state priorities and any local priorities and to include those goals in the district's local control and accountability plan (LCAP). Policy also reflects NEW TITLE 5 REGULATION (Register 2014, No. 6) which provides a template to be used for LCAP development.

BP/AR 3260 - Fees and Charges
(BP/AR revised)
Mandated policy updated to reflect NEW TITLE 5 REGULATION (Register 2013, No. 38) which addresses remedies to be provided to all affected students and parents/guardians if the district is found in violation of the prohibition against unauthorized student fees. Policy also clarifies that the prohibition against student fees does not restrict districts from soliciting for voluntary donations, participating in fundraising activities, or providing prizes or other recognition for participants in such fundraising events.

Regulation updated to expand and clarify the list of permissible fees and align material with California Department of Education Fiscal Management Advisories.

BP 3280 - Sale or Lease of District-Owned Real Property
(BP revised)
Policy updated to reflect NEW LAW (AB 86, 2013) which requires districts to first offer to sell surplus district property to a charter school that projects an in-district average daily attendance of at least 80 students, has requested to be notified of surplus property to be offered for sale or lease, and intends to use the property exclusively to provide instruction or instructional support. Policy also reflects NEW LAW (AB 308, 2013) which authorizes the State Allocation Board, under specified conditions, to reclaim funds from districts selling any property purchased, constructed, or modernized within the previous 10 years with funds received from a state school facilities funding program.

AR 3460 - Financial Reports and Accountability
(AR revised)
Regulation updated to reflect NEW TITLE 5 REGULATIONS (Register 2013, No. 49) aligning the state standards and criteria for interim reports with the local control funding formula (LCFF), effective in the 2014-15 fiscal year. Regulation also updated to reflect NEW LAW (AB 97, 2013) which requires the annual audit to include a determination as to whether funds were expended in accordance with the district's LCAP.

BP 3513.3 - Tobacco-Free Schools
(BP revised)
Mandated policy expands list of prohibited products to include electronic hookahs and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products. Policy also deletes the option for districts not receiving Tobacco Use Prevention Education (TUPE) funds to allow smoking outside on school or district grounds or in designated employee breakrooms, although non-TUPE districts may continue to adopt such policy language at their discretion.
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E 4112.9/4212.9/4312.9 - Employee Notifications
(E revised)
Exhibit updated to (1) reflect NEW LAW (AB 97, 2013) requiring the uniform complaint procedures
notice to include information about LCAP requirements; (2) update notice requirements related to family
care and medical leave and renumber cites to Title 2 regulations pursuant to Register 2013, No. 40; (3)
reflect NEW TITLE 5 REGULATIONS (Register 2014, No. 14) which require notice re: employment
status change reports to be given when an allegation of misconduct is pending; (4) revise notice on
postretirement earnings limitation to include employment restrictions pursuant to NEW LAW (AB 1379,
2013); (5) add notification of teachers when school is identified for restructuring under Title I program
improvement; (6) add notification of bus drivers when their driver's license, driver's certificate, or medical
certificate is expiring; and (7) move notice of vehicle idling limitations to AR 3542 - School Bus Drivers.

AR 4117.14/4317.14 - Postretirement Employment
(AR revised)
Regulation updated to clarify the contents of the board resolution required in order to hire a member of the
California State Teachers' Retirement System within 180 days of his/her retirement. Regulation reflects
NEW LAW (AB 1381, 2013) which (1) defines "financial inducement" for the purpose of determining
eligibility of a retiree to receive an exemption from the 180-day waiting period and (2) extends the
compensation limit to other payments (e.g., deferred compensation plans, etc.) to prevent payment in
excess of the zero-dollar limit for retired member activities performed within the 180-day waiting period.
Regulation also reflects NEW LAW (AB 1379, 2013) which requires districts to notify retired individuals
of employment restrictions.

AR 4117.7/4317.14 - Employment Status Reports
(AR revised)
Regulation updated to reflect NEW LAW (AB 449, 2013) and NEW TITLE 5 REGULATIONS
(Register 2014, No. 14) which (1) require submission of an employment status report to the Commission on
Teacher Credentialing (CTC) while an allegation of misconduct is pending; (2) subject the superintendent
to adverse action by the CTC if he/she fails to submit a report; and (3) clarify that changes in employment
status due to unsatisfactory performance or a reduction in force are not reportable.

BP 5131.62 - Tobacco
(BP revised)
Policy updated to prohibit student possession or use of electronic hookahs and other vapor-emitting
devices, with or without nicotine content, that mimic the use of tobacco products. Policy also recommends
provision of counseling, intensive education, or other intervention services to assist in the cessation of
tobacco use as an alternative to suspension for tobacco possession.

BP/AR 5144 - Discipline
(BP/AR revised)
Policy updated to reflect NEW FEDERAL GUIDANCE encouraging the use of disciplinary measures that
provide appropriate interventions and supports rather than exclusionary discipline practices (e.g.,
suspension and expulsion). Policy also reflects NEW LAW (AB 97, 2013) which requires the district's
LCAP to include goals for addressing student engagement and school climate and adds optional language
related to the establishment of a discipline matrix listing consequences associated with various violations.

Regulation updated to reflect NEW LAW (AB 97, 2013) which requires the development of LCAP goals
and specific actions related to school climate. Regulation also contains optional language calling for an
annual review of school discipline rules. Section on "Disciplinary Strategies" adds items #8-9 on social and
emotional learning programs and "trauma-sensitive" programs.
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BP/AR 5144.1 - Suspension and Expulsion/Due Process
(BP/AR revised)
Mandated policy updated to reflect NEW LAW (AB 97, 2013) which requires development of LCAP goals and actions addressing school climate and NEW FEDERAL GUIDANCE encouraging appropriate interventions and supports rather than exclusionary discipline practices. Policy also adds optional language limiting the use of suspension for willful defiance or disruption of school activities, and deletes option which limited the board's authority to suspend enforcement of the expulsion order.

Mandated regulation reorganized for clarity and updated to reflect NEW LAW (AB 256, 2013) which clarifies that a student may be disciplined for bullying by means of electronic act even when the act originated off campus. Regulation also includes a new optional section on "Stipulated Expulsion."

E 5145.6 - Parental Notifications
(E revised)
Exhibit updated to delete notices related to Advanced Placement exam fees, gifted and talented education, and intensive instruction for students who fail to pass the high school exit exam by the end of grade 12, as those programs were eliminated by NEW LAW (AB 97, 2013). Exhibit also deletes special education notices re: behavioral intervention plan and the California Modified Assessment, pursuant to NEW TITLE 5 REGULATIONS (Register 2013, No. 42 and Register 2014, No. 7). Exhibit adds notices related to (1) student's participation in state testing and option to request exemption, (2) voluntary enrollment in continuation education pursuant to NEW LAW (AB 570, 2013), and (3) tobacco-free schools policy and enforcement procedures. Legal cites to state regulations re: functional behavioral assessment and emergency interventions renumbered pursuant to Register 2013, No. 42.

BP/AR 6141.5 - Advanced Placement
(BP revised; AR deleted)
Policy updated to reflect the self-repeal of law providing state grants to reduce the cost of Advanced Placement (AP) examination fees for economically disadvantaged students and NEW LAW (AB 97, 2013) which redirected that funding, and funding for the gifted and talented education program, into the LCFF.

Regulation deleted because of self-repeal of legal requirements related to state grants for reducing AP examination fees.

BP 6142.92 - Mathematics Instruction
(BP revised)
Policy updated to reflect Common Core State Standards and NEW STATE CURRICULUM FRAMEWORK for mathematics. Policy also updated to (1) reflect NEW LAW (AB 166, 2013) which requires the State Board of Education, concurrent with the next revision of textbooks or the curriculum framework in mathematics, to ensure the integration of financial literacy; (2) reflect NEW LAW (AB 97, 2013) which eliminates the Professional Development Block Grant and the Mathematics and Reading Professional Development Program; and (3) add material on program evaluation.

BP/AR 6151 - Class Size
(BP revised; AR deleted)
Policy updated to reflect NEW LAW (AB 97, 2013) which eliminates the K-3 Class Size Reduction and Morgan-Hart Class Size Reduction programs and requires districts, as a condition of receiving an additional adjustment to the K-3 base grant under the LCFF, to make progress toward a class size of 24 in grades K-3, unless a different class size for each school site is collectively bargained. Policy also reflects NEW TITLE 5 REGULATIONS (Register 2014, No. 14) addressing the calculation of average class enrollment.
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BP/AR 6151 - Class Size (continued)
Regulation deleted because program requirements for K-3 Class Size Reduction and Morgan-Hart Class Size Reduction programs were eliminated by NEW LAW (AB 97, 2013).

BP 6162.5 - Student Assessment
(BP revised)
Policy updated to reflect NEW LAW (AB 97, 2013) which requires that statewide assessments be used as one measure of the district's LCAP goals for student achievement and revises the definition of "numerically significant" student subgroups for which districts must demonstrate comparable improvement in academic achievement. Policy also reflects NEW LAW (AB 484, 2013) which replaces the Standardized Testing and Reporting program with the California Assessment of Student Performance and Progress (CAASPP) and changes the content required for the individual record of accomplishment to include results of the CAASPP or any predecessor assessment.

BP 6162.54 - Test Integrity/Test Preparation
(BP revised)
Policy updated to reflect NEW LAW (AB 484, 2013) which establishes the CAASPP assessment system, prohibits use of a program for the sole purpose of test preparation for state assessments, and allows districts to familiarize students with item types or the computer-based testing environment used in the CAASPP. Policy deletes material reflecting state regulations on test preparation repealed by Register 2014, No. 6.

BP 6163.1 - Library Media Centers
(BP revised)
Policy updated to reflect NEW LAW (AB 97, 2013) eliminating the School and Library Improvement Block Grant and State Instructional Materials Fund, which could be used to purchase materials for school or classroom libraries contingent upon the development of a districtwide library plan. New optional language addresses the development of a library plan that is aligned with other district and school plans.

BP/AR 6184 - Continuation Education
(BP/AR revised)
Mandated policy reflects NEW LAW (AB 570, 2013) which mandates that the district adopt policy with specified provisions if it allows students to voluntarily enroll in continuation education and NEW LAW (AB 97, 2013) which eliminates the Pupil Retention Block Grant. Policy also adds material on alignment of the program with goals in the LCAP, student enrollment in a regional occupational center/program in lieu of continuation education, and program evaluation.

Mandated regulation updates sections on "Voluntary Enrollment" and "Intake and Orientation" to reflect NEW LAW (AB 570, 2013) which mandates procedures governing identification, placement, and intake of students who voluntarily enroll in continuation education. Regulation adds optional program components related to parent/guardian communication, parent and community involvement, professional development, support services, and safety and school climate. Regulation also reflects NEW COURT DECISION concluding that districts are not required to exhaust all other means of correction to bring about student improvement before involuntarily transferring a student to a continuation education program.

BB 9324 - Minutes and Recordings
(BB revised)
Bylaw updated to reflect NEW LAW (SB 751, 2013) which requires that minutes of board meetings report the vote or abstention of each member present for the action. Bylaw also adds optional space for the district to specify the position responsible for signing the minutes after approval by the board.