ITEM "H"

REPORTS
To: Board of Trustees

From: Karen Suenram, Assistant Superintendent-Business Services

Date: August 14, 2013

Subject: Agreement for Independent Contractor Services – Fund Development

Background
The District received an extremely generous donation from a community member who has requested to remain anonymous. The $35,000 donation was specifically donated to hire an independent contractor to provide fund development services to the District. The services are to include community development and public relations services with the end goal of generating community funding for District programs.

A selection process was conducted for the selection of the independent contractor. The process included public advertising, receipt of proposals, committee review of the proposals, and candidate interviews. Upon the conclusion of the process, the contractor selected to provide the service is Aimee Retzler. The committee members involved in the process included community members Leo Granucci, Julie Baker, and Kathy Mollet. In addition, Board Vice-President Richard Baker and I served on the committee.

Ms. Retzler and her partner, Erika Kosina, will be present at the meeting to provide the Board with information on the services they will provide to the District. Attached for the Board’s approval is the Agreement for Independent Contractor Services for the provision of fund development, community development, and public relations services to the District.

Estimated Costs and Funding Sources
Funding Source: Community Donation Specifically for the purpose of hiring a Fund Development Contractor/Consultant -- $32,500

Recommendation
Staff recommends that the Board approve the Agreement for Independent Contractor Services – Fund Development with Aimee Retzler.
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT FOR INDEPENDENT SERVICES ("Agreement") is entered into this 14th day of August, 2013, 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, 2013,
to February 15, 2014. This Agreement may be extended by agreement of both parties for
an additional six month period of February 16, 2014 to August 16, 2014. 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:** $32,500 for the period of August 15, 2013 to February 15,
2014—to be paid monthly as invoiced by contractor. Should this Agreement be extended
for an additional six month period of February 16, 2014 to August 16, 2014, the fee for
the extension will be $32,500—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

______________________________
TITLE

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

______________________________
BY:

______________________________
Title:
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)

**EXHIBIT A**
August 5, 2013

To: Nevada Joint Union High School District

Fr: Sonia Delgadillo

Re: Request to place Ghidotti Early College High School (ECHS) mission and enrollment on Board Agenda for August 14, 2013

Dear Board,

Thank you for your attention to the question of Ghidotti’s mission and enrollment process at the June 12, 2013 board meeting. I would like to reiterate that I believe Ghidotti to be an excellent school, and it is because of the school’s excellence that I seek to assure, at the very least, equal access is available to the most needy and eligible in our community. Because available data indicates that Ghidotti has the lowest percentage of low-income students than any school in the district and the county and also has the highest percentage of average parental education level, I believe it is important to address this. I would specifically like to follow-up on the issues previously presented.

First, the board seemed to indicate that it was under no obligation to adhere to the inclusion of a targeted population of underrepresented students since the school was not supported in any manner by the Gates Foundation and Foundation for California Community Colleges. However, the NJUHSD has signed an MOU with the Sierra College Board of Trustees that does specifically stipulate that Ghidotti ECHS was designed to serve an underrepresented population. What is the board position in honoring this portion of the MOU?

Second, I appreciate Principal Madigan and Assistant Superintendent Delli’s willingness to look at ways to perform outreach. I ask that the Board clarify whether that it is a policy for the school to do so or a suggestion.

Third, it seems that there was no identified enrollment/selection process in place at the time of the June meeting though the school has been open since 2006. I ask that the board follow-up on this matter at a future meeting, date to be determined, so that the public is made aware of the process when it is established.

I respectfully request that these issues be discussed at the next board meeting, August 14, 2013.

Respectfully,

Sonia Delgadillo
ITEM "I"

CONSIDERATION OF CONSENT AGENDA
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CLAIMS WARRANT AND DISTRIBUTION TRANSMITTAL

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VENDOR: 057190

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DATE: 17/07/2013

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*CLAIMS WARRANT AND DISTRIBUTION TRANSITIONAL*

*Batch:* 4 *Fund:* 03 *General Fund*
FUND: 7 ADULT EDUCATION

TOTAL AMOUNT: $247.50

WARRANT COUNT: 1

05/13 07/26/2013 450293

CROSS REFERENCE

CODE: 054796

NUMBER: PAY TO THE ORDER OF

DISTRICT:

BATCH: 4

CLAIMS WARRANT AND DISTRIBUTION TRANSMITAL

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8926 07/25/2013 4502924

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**PENDING TOTALS**

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$649,664.71

$649,664.71

TOTAL AMOUNT: 65

WARRANT COUNT: 65

DISC. TOTALS: $8,780.00

TOTAL AMOUNT: 2

WARRANT COUNT: 2

POND TOTALS: 800.00

8/21/02 80/02/2002

450693

13

666380

PRINTING PRINTING

DIST VENDOR PAY TO THE ORDER OF

CODE NUMBER CODE NUMBER

DIST: 5 FUND: 14 DEFERRED MAINTENANCE FUND

BATCH: 5 FUND: 14 DEFERRED MAINTENANCE FUND

PAGE NO. 19
*b. Personnel*

Shall the Board approve the following personnel items? (All employee final hires are contingent upon fingerprint clearance by Superintendent/Designee and funding source is indicated at the end of each item if it is funded through some means other than the general fund)

1.) **Certificated Personnel**
   
   A) Increase in hours for Elyce Canter, SSHS Special Education Teacher, from 0.6 FTE to 0.8 FTE, effective 8/13/2013;
   
   B) Hire of Dennis Houlihan, 0.4 FTE NUHS Physical Education Teacher, effective 8/13/2013;
   
   C) Hire of Duane Zauner, Temporary BRHS Head Softball coach, effective for the 2013/2014 season;
   
   D) Additional period for Dennis Houlihan, from 0.4 FTE to 0.6 FTE, as NUHS Home Based Teacher, effective 8/13/2013;
   
   E) 6/5ths for Robert Metcalfe, as Temporary NUHS Theater Set Design Teacher, effective 8/13/2013;
   
   F) Resignation of Mike Pettengill, SSHS Industrial Technology Teacher, effective August 2, 2013;
   
   G) Hire of Kelly Good, 1.0 FTE SSHS Social Science Teacher, effective 8/13/2013;
   
   H) Hire of Mike McGovern, 0.6 FTE NUHS Social Science Teacher, effective 8/13/2013;
   
   I) Resignation of Jill Sonnenberg, as NUHS WASC Coordinator, effective 8/2/2013;
   
   J) Hire of Anne Vaaler, BRHS 0.60 FTE Choir Teacher, effective 8/13/2013;

2.) **Classified Personnel**

   A) Resignation of Jillian Waechter, NPA Ed Tech Aide, effective at the end of the 2012/13 school year;
   
   B) Increase in hours for Dayna Geiger, NU Cafeteria Employee, from 6 hrs/day to 6.75 hrs/day, effective 7/11/2013 (per CSEA negotiated agreement);
   
   C) Increase in hours for Tammy Noxon, NU Textbook Clerk, from 3.5 hrs/day to 4 hrs/day, effective 7/18/2013 (per CSEA negotiated agreement);
   
   D) Hire of Jennifer Deme, District Office Assistant Payroll Technician, effective 7/15/2013;
   
   E) Hire of Jennifer Peterson, as ESY Instructional Aide II (extra duty), for 30 hours over Summer 2013;

4.) **Temporary/Extra Duty/Short-Term Personnel**

   A) Hire of Joe Silva, as Substitute Custodian, hours vary, as needed;
   
   B) Hire of Michelle Uppmann, as Temporary BRHS Odyssey of the Mind Coach, effective for the 2013/14 season;
   
   C) Hire of Nico O’Callahan, as Substitute Custodian, hours vary, as needed;
   
   D) Hire of Kevin Maxey, as Substitute Custodian, hours vary, as needed;
   
   E) Hire of Roxanna Cohen, to teach Pilates classes at $25 per hour for the NUHS Dance program during the 2013/14 school year (funded by NUHS ASB Dance);
   
   F) Hire of Sommer Dobbins, to teach dance classes (at $25 per hour) and produce choreography for Advanced program ($450), the Intermediate program ($300) and the Beginning level ($250) for the Spring Dance production in the NUHS Dance program during the 2013/14 school year (funded by NUHS ASB Dance);
   
   G) Hire of Gaia Weiss to choreograph for the Adv. Dance Class ($450) and Intermediate class ($250) for the Spring for Dance production and teacher master classes in the dances classes at $25 per hour and teacher a part-time schedule as the Assistant Director of Dance at $15 per hours during the 2013-2014 school year (funded by NUHS ASB Dance);
   
   H) Hire of Sienna Powell to teach dance classes (at $25 per hour) and produce choreography for Advanced program ($450) for the Spring Dance production in the NUHS Dance program during the 2013/14 school year (funded by NUHS ASB Dance);
   
   I) Hire of Tishia Hicks to teach dance classes (at $25 per hour) and produce choreography for Advanced program ($450) for the Spring Dance production in the NUHS Dance program during the 2013/14 school year (funded by NUHS ASB Dance);
   
   J) Additional NUHS 2013/14 Fall Coaches (District Stipend-DS, ASB Stipend-ASB, Volunteer- V)
   
   Football-Warren Jackson, Asst. Coach (ASB), Ernie Flores, Asst. Coach (ASB);
   
   Girls Volleyball, -Brook Binley, JV Coach (DS and ASB);
June 28, 2013

NJUHSD Board of Trustees
Attn: District Office Donna Pencik
11645 Ridge Road
Grass Valley, CA 95945

Dear Board of Trustees,

On behalf of the Dwelle Family Foundation, we are very pleased to present to you a donation in the amount of $4,000 for the continued support of the Bear River Advanced Studies Program.

Sincerely,

[Signature]
Stephen B. Dwelle
Foundation President

SBD/sjd
June 24, 2013
SIDE LETTER OF AGREEMENT

Between the

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

And the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, No. 165

The Nevada Joint Union High School District ("District") and the California School Employees Association, No. 165 ("CSEA") hereby enter into the following Side Letter of Agreement to fully and finally resolve their negotiations regarding the effects of the April 2013 layoffs and to also resolve certain job description revisions and classified employee assignments.

A. Nevada Union High School Custodian:

The parties agree that due to the reduction in custodial staff at Nevada Union High School, the custodians will work an A/B schedule effective for the 2013-14 school year and thereafter. An A/B schedule means that on a daily basis, custodians will empty trash receptacles, clean bathrooms and clean 50% of the classrooms on the NU campus.

The District understands that restoration of the 8 hour/12 month custodian position, or some reconfiguration thereof, is a high priority for CSEA and the District will continue to explore that restoration.

B. Bear River Community Services Technician I:

The Administrative Assistant/Guidance Technician job description [Range 19, 8 hours/day and 11 months/year] shall be revised to add the following duties:

- Serve as receptionist, meeting the public and directing them to other areas as needed. Cover front desk area.

- Answer phones and assist other personnel for the purpose of supporting them in the completion of their work activities

C. Revisions to Secretary to Assistant Principal Job Description:

The job duties of processing field trip documentation and tracking teacher extra-duty supervision hours shall be incorporated into the Secretary to the Assistant Principal Job Description. In addition, the job description will be further revised to remove the final three paragraphs in large **bold font** following the section entitled “Position Responsibilities.”

D. Elimination of Food Service Assistant Manager and Addition of Forty-Five Minutes to Cafeteria Employee Position
The parties agree that the vacant Food Service Assistant Manager position at Nevada Union High School [Range 14, 8 hour/day, 9.5 months/year] shall be eliminated effective July 1, 2013.

The 6 hour per day/9 month per year Cafeteria Employee position at Nevada Union High School [Range 12] shall be increased to 6.75 hours per day, 9 months per year effective July 1, 2013. The 6.75 hour Cafeteria Employee shall support the Food Services Manager in reconciling the cash drawers on a daily basis.

E. Addition of One-Half Hour to Textbook Clerk Position at Nevada Union

The parties agree that the Textbook Clerk position [3.5 hour per day, 11 months per year] shall be increased by one-half hour to a total of four (4) hours per day in order to make the incumbent currently serving in that position who was previously reduced in assigned time whole in terms of hours worked per day. The parties agree that should the incumbent vacate the Textbook Clerk position, the position shall revert to a 3.5 hours per day, 11 months per year.

Date: June 24, 2013

Kevin Atkips, CSEA President

Date: 6/24/13

Trisha Dollis, Assistant Superintendent
NEVADA JOINT UNION HIGH SCHOOL DISTRICT

RESOLUTION #1-13/14

DESIGNATION OF A REPRESENTATIVE AND AN ALTERNATE TO THE SCHOOLS INSURANCE GROUP JOINT POWERS BOARD

WHEREAS, the Agency is a Participating Agency of the Schools Risk and Insurance Management Group (SIG), and

WHEREAS, the BYLAWS OF SIG state in part: “Each participating agency shall delegate a representative as a member of the Joint Powers Board, and one alternate to serve in the absence of the representative. Such appointment shall be by Resolution of the Governing Board of the Agency,” and

DESIGNATION

NOW THEREFORE, BE IT RESOLVED that the Governing Board hereby designates the following individual as the Representative and Alternate to the Schools Insurance Group Joint Powers Board:

REPRESENTATIVE: Karen Suenram
Assistant Superintendent

ALTERNATE: Dr. Louise Johnson
Superintendent

PASSED AND ADOPTED THIS 14th day of August, 2013 by the Governing Board of the Nevada Joint Union High School District.

I, WAYNE KLAUER, Clerk of the Governing Board of the Nevada Joint Union High School District, of Nevada County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_____________________________  __________________________
Clerk, Governing Board                  Date
AGREEMENT FOR PROGRAMS AND SERVICES

2013-2014

This agreement for programs and services ("Agreement") provided by the Placer County Office of Education's 49er Regional Occupational Program ("PCOE/49er ROP") is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of PCOE, and Nevada Joint Union High School District ("District"). The Agreement is effective when executed by PCOE/49er ROP and the District.

RECITALS

WHEREAS, PCOE/49er ROP is authorized to establish and maintain the regional occupational program activities at various locations within Placer and Nevada Counties; and

WHEREAS, the PCOE/49er ROP offers programs meeting the rules, regulations, and standards set forth in the Education Code, the California Administrative Code Title V, and the California State Plan for Career Technical Education, to residents of Placer and Nevada Counties; and

WHEREAS, career technical education (CTE) programs entitled and listed herein, will be of benefit to the students of Placer and Nevada Counties; and

WHEREAS, the District wishes to participate in establishing and maintaining PCOE/49er ROP and related CTE programs and services,

NOW, THEREFORE, the District and the Placer County Office of Education PCOE/49er ROP agree as follows:

SECTION ONE: CAREER TECHNICAL EDUCATION ADVISORY COMMITTEE

The purpose of the advisory committee is to ensure PCOE/49er ROP’s programs and services are aligned with PCOE’s goals, school districts’ goals, and community needs, and that PCOE/49er ROP resources are allocated and supervised to optimize benefits to the District, PCOE/49er ROP, and the community.

The District shall:
1. Participate in a program planning process by being an active member of the PCOE/49er ROP Career Technical Education Advisory Committee which will meet in conjunction with the monthly Placer County Curriculum and Instruction meetings.

PCOE/49er ROP shall:
1. Convene a PCOE/49er ROP Career Technical Education Advisory Committee in conjunction with PCOE facilitated Curriculum and Instruction meetings for the purposes of guiding the strategic direction and decision making for PCOE/49er ROP and PCOE’s related career technical education programs and services.
SECTION TWO: PROGRAM PARTICIPATION

The District shall:

1. Assist in promoting, recruiting and requesting enrollment for appropriate students into PCOE/49er ROP courses. Specific tasks include:
   a. Make students aware of the PCOE/49er ROP programs and career and technical education opportunities available to them.
   b. Actively recruit, screen and assist students with enrollment requests into PCOE/49er ROP programs when programs are consistent with students’ college and career goals.
   c. Promote career and technical education, including PCOE/49er ROP and career guidance, as integral parts of the high school curriculum.
   d. Promote career technical education programs, including PCOE/49er ROP, on the high school campus and in the community, through open houses, displays, career week, graduation, news releases, school newspapers, yearbooks, local press releases, fliers, pamphlets, career speakers, etc.
   e. Implement procedures for recruiting, enrolling, and monitoring special education students to assure the proper placement and optimal success of each student.
   f. Counsel with and/or provide guidance to those students who indicate a sincere interest in enrolling in a PCOE/49er ROP class.
   g. Provide group guidance activities that specifically relate to the world of work (attitudes, job hunting, job keeping skills, decision-making, aptitudes, personal assessment, career planning, etc.).
   h. Arrange when necessary, conferences with the parents of PCOE/49er ROP students, instructors, operators of training sites, home high school personnel, etc.

2. Facilitate communication and coordination between District high schools and PCOE/49er ROP. Specific tasks include:
   a. Assist PCOE/49er ROP instructors with the scheduling of their appointments with potential PCOE/49er ROP students, campus instructors, counselors, parents, community groups and administrators.
   b. Provide representation and participation in all PCOE/49er ROP counselor meetings.
   c. Advise PCOE/49er ROP as to school and district calendars (holidays, in-service days, snow days, minimum days, examination days, mandated testing days, field trips, assemblies, etc.) and any other activities that could affect participation with PCOE/49er ROP.
   d. Keep the PCOE/49er ROP office current on district and high school policies relating to grade reporting, PCOE/49er ROP course titles and credits for student transcripts, course changes, course scheduling, course numbers, etc.
   e. Keep district and high school administrators, counselors and/or liaisons, and relevant support staff current on PCOE/49er ROP policy and procedures and answer related questions as they occur.
f. Provide accurate and current PCOE/49er ROP enrollment information to high school counseling departments.

g. Meet, when necessary, with the designated PCOE/49er ROP administrator regarding these and other tasks.

h. Process necessary PCOE/49er ROP forms (grade forms, drops, etc.)

3. Provide the necessary and appropriate facilities to conduct PCOE/49er ROP classes generally at no additional cost to PCOE/49er ROP, with the following criteria:
   a. Custodial services, maintenance, security and utilities will be provided at the same level of service as was provided to the room(s) prior to occupancy by PCOE/49er ROP. Additional services and costs will need to be negotiated with the district and PCOE/49er ROP.
   b. Use of support equipment, such as copy machines, will be made available, but may be subject to site review for related costs.
   c. Technology support, such as local network access, and telephone service, will be provided at the same level of service as was provided to the room(s) prior to occupancy by PCOE/49er ROP.
   d. The facilities and any furnishing and equipment provided to PCOE/49er ROP by the District shall remain the property of the District. At the time PCOE/49er ROP takes occupancy of the premises, the District shall have completed its inventory of all District property that will be located on or remain on the premises. If any furnishings and equipment are provided to PCOE/49er ROP by the District during the term of this Agreement, such furnishings and equipment shall be added to the District’s inventory and shall remain the property of the District.

4. Designate all classes offered pursuant to this Agreement in bulletins, articles, and schedules, etc. as “PCOE/49er ROP classes.”

PCOE/49er ROP shall:

1. Administer, supervise and conduct all PCOE/49er ROP programs.

2. Recruit and enroll qualified students.

3. Provide instructors for all classes who are properly credentialed according the California Commission on Teacher Credentialing (CTC), and who are qualified in accordance with the California Department of Education course certification standards and requirements for regional occupational programs.

4. Provide curriculum that is approved by the California Department of Education, in accordance with the Department’s CTE Framework and CTE standards, and consistent with College and Career Readiness Standards, including the Common Core State Standards.

5. Employ, direct, supervise, and assume full responsibility for compensation of its employees, for all personnel-related costs including travel, instructional supplies/materials, printing, equipment and professional development.

6. Present to the District any revisions affecting time and/or location of classes or additional or cancelled sections.

7. Issue PCOE/49er ROP Certificates of Completion to those students who meet designated requirements.

8. Issue PCOE/49er ROP Competencies to those students who meet standards.
9. Provide program budget, including: instructor’s salary and benefits, materials and supplies, textbooks, travel, staff development, printing, and equipment.

10. Comply with all applicable ordinances, laws, and regulations affecting the use and occupation of the facilities thereof by PCOE. This covers, but is not limited to, the proper disposal of hazardous material, including EPA manifest requirements.

11. Prior to any requested alterations or added equipment to the facilities, PCOE/49er ROP shall comply with all District policies and procedures related to facilities modifications, etc., obtain written district approval and shall comply with all applicable laws. Any resulting increases in District operational costs, such as custodial service, utility costs, etc., shall be negotiated and resolved as to responsibility for payment of increased costs.

12. Cost associated with repairs/replacement of equipment in a lab environment used by PCOE/49er ROP due to normal wear and/or upgrades will be mutually agreed upon between both parties prior to any expenditures.

This agreement pertains to all PCOE/49er ROP courses, whether located within the District’s facilities or not. The PCOE/49er ROP programs currently offered on District sites in accordance with terms of this Agreement are:

**Nevada Union High School**
- ROP Automotive Services
- ROP Automotive Technology
- ROP Child Development and Education
- ROP Developmental Psychology of Children
- ROP Sports Medicine
- ROP Veterinary Science/Integrated Animal Science

**Bear River High School**
- ROP Child Development & Education

**SECTION THREE: DISTRICT INSTRUCTORS TEACHING A PCOE/49er ROP CLASS**

N/A is employed by the District as an instructor. The District hereby agrees to release the above said instructor to teach the N/A PCOE/49er ROP course, equivalent to Ø sections in a Ø FTE assignment, for the 2013 to 2014 school year. During the term of this agreement, the below said teacher shall remain an employee of the District, and the District will pay the full salary and benefits as currently negotiated. The District will invoice PCOE/ROP for the cost of the ROP sections. This is intended to be a one-year contract subject to annual review by PCOE/ROP and the District. This annual review should be completed before January 15, 2014.

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<tr>
<th>Teacher: N/A</th>
<th>N/A</th>
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<tbody>
<tr>
<td>% of FTE</td>
<td>Ø</td>
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<tr>
<td>Corresponding Costs (including benefits)</td>
<td>$ Ø</td>
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</tbody>
</table>
The District shall:

1. Send to PCOE/49er ROP an invoice reflecting the Ø FTE assignment for the salary, statutory costs, and cost of benefits paid by the District each quarter, with the quarterly invoices submitted no later than October 10, 2013, January 10, 2014, April 10, 2014, and July 10, 2014, for the preceding quarter(s).

2. Ensure that the instructor fulfills responsibilities of this position including:
   a. Attend PCOE/ROP staff meetings and related professional development meetings pertinent to the instruction, curriculum, and delivery of the ROP course(s).
   b. Accurately take and record attendance, update assignments, and post grades into PCOE/ROP's student information system in accordance by communicated deadlines.
   c. Provide course documentation as requested by PCOE/ROP, including (but not limited to): industry advisory meeting documents, curriculum outlines, course competencies, course syllabus, and course schedule/pacing guide.
   d. Complete the PCOE/49er ROP instructor checkout process to ensure all documents are completely submitted before final payment is processed for this agreement.

PCOE/49er ROP shall:

1. Within 30 days of receipt of each invoice, reimburse to the District for the amount invoiced reflecting the Ø FTE assignment for the salary, statutory costs, and cost of benefits paid by District each quarter. The final payment from PCOE/ROP to the District will be contingent on the District teacher’s completion of tasks outlined in this agreement.

2. Ensure District’s students have opportunity to enroll in ROP courses, and coordinate with school site counselors and liaisons to clearly communicate expectations, processes, and enrollment confirmation.

3. Provide funding for pre-approved costs and expenses incurred for the course, for the school year, including: mileage, conference and travel, supplies, postage, substitute teacher, and photocopying costs.

4. Provide professional development opportunities for the District instructor to ensure the course content is consistent with California CTE Standards in accordance with the California Department of Education’s CTE Framework.

5. Coordinate with the school site to provide supervisory support for the course, including resolution of student attendance and/or behavior issues.

6. Coordinate with District personnel to resolve facilities and technology needs related to the PCOE/49er ROP course(s).

SECTION FOUR: SHORT TERM SUPPORT FOR A NON-PCOE/49er ROP CAREER TECHNICAL EDUCATION CLASS

PCOE/49er ROP agrees to support the cost of N/A Project Lead the Way courses, , equivalent to N/A in a N/A FTE assignment, for the 2013-2014 school year, at a total combined cost of $Ø. During the term of this agreement, the instructors remain employees of the District and the District will pay the full salary and benefits as currently negotiated. This is intended to be a one-year contract which may be renewed following an annual review of program needs. This annual review should be completed before January 15, 2014.
<table>
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<tr>
<th>Teachers: N/A</th>
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<tr>
<td>% of FTE</td>
</tr>
<tr>
<td>Corresponding Costs (including benefits)</td>
</tr>
</tbody>
</table>

**The District shall:**

1. Send to ROP an invoice reflecting the N/A FTE assignments for the salary, statutory costs, and cost of benefits paid by District each quarter, with the quarterly invoices submitted no later than October 10, 2013, January 10, 2014, April 10, 2014, and July 10, 2014, for the preceding quarter(s).
2. Provide all necessary equipment and facilities, and will be responsible for all other approved costs and expenses incurred for the course for the school year, including mileage, conference and travel, supplies, postage, substitute costs, and photocopying costs.
3. Provide data to PCOE/49er ROP related to the funded course as outlined in the Addendum (if applicable). The final payment from PCOE/ROP to the district will be contingent on receiving this data.

**PCOE/49er ROP shall:**

1. Invite teacher to PCOE/49er ROP sponsored training and events.

2. Within 30 days of receipt of each invoice, reimburse to District for the amount invoiced reflecting the N/A FTE assignments for the salary, statutory costs, and cost of benefits paid by District each quarter. The final payment from PCOE/ROP to the district will be contingent on receipt of data outline in the addendum.

**SECTION FIVE: GENERAL PROVISIONS**

Use of PCOE/49er ROP equipment, and/or property, is limited to PCOE/49er ROP programs and PCOE/49er ROP staff, unless otherwise authorized by PCOE/49er ROP administration. Such authorization must be in writing, containing specific conditions of use, and must be approved prior to any other (non-PCOE/49er ROP) use.

PCOE/49er ROP and the DISTRICT mutually acknowledge participation in the Schools Insurance Group for each parties individual liability coverage. Indemnity is not granted, nor should be assumed, by one party from the other in this MOU.

A PCOE/49er ROP program may be terminated at any time by mutual consent of the parties.
MODIFICATION
This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms, or conditions are deemed merged into this MOU. Any changes to this MOU shall be proposed in writing and forwarded to parties for concurrence no later than thirty days before the proposed changes are to take effect. Should changes in legislation occur, including, but not limited to, the California state budget, that necessitates revision of this MOU, the District and PCOE/ROP shall meet to revise it accordingly.

Placer County Office of Education

__________________________________
Gayle Garbolino-Mojica
Superintendent of Schools

______________________________
Date

Nevada Joint Union High School District

__________________________________
Louise Bennicoff-Johnson
Superintendent

______________________________
Date

July, 2013
Agreement for Programs and Services, 2013-14
AGREEMENT

This Agreement made and entered into this ___ day of ________, 2013 by and between the Nevada Joint Union High School District of Nevada County, first party, sometimes hereinafter called Owner, and second party Stagecraft Industries, Inc. sometimes called the Contractor,

WITNESSETH: That the parties hereto mutually covenanted and agreed and by these present do covenant and agree with each other, as follows:

1. The NOTICE TO BIDDER, ACCEPTED PROPOSAL, LIST OF SUBCONTRACTORS, INSTRUCTIONS TO BIDDERS, WORKERS’ COMPENSATION INSURANCE CERTIFICATE, GENERAL CONDITIONS, LABOR AND MATERIAL PAYMENT BOND, and PERFORMANCE BOND are attached to and are a part of this Agreement. The complete Contract includes also the specifications and all modifications and amendments. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

2. The said Contractor agrees to furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the District hereunder, necessary to perform and complete, in a good and workmanlike manner, the work of:

   Rigging Replacement, Don Baggett Theater
   Nevada Union High School

as called for, and in the manner designated in, and in strict conformity with this Agreement, and Specifications adopted by the Nevada Joint Union High School District, which said specifications are entitled respectively:

   Rigging Replacement, Don Baggett Theater
   Nevada Union High School

and are hereby specifically referred to and made a part of this Agreement with like effect as if fully set forth herein.

3. It is understood and agreed that said tools, equipment, apparatus, facilities, transportation, labor, and materials shall be furnished and said work performed and completed as required in said Specifications under the direction and supervision of, and subject to
the approval of, the Owner. The Owner shall have the right to accept or reject materials or workmanship, and to determine when the Contractor has complied with the conditions of the Contract.

4. The Nevada Joint Union High School District agrees to pay, and the Contractor agrees to accept, in full payment for the work above agreed to be done,

**ITEM A:** One hundred twenty three thousand eight hundred fifteen DOLLARS ($123,815) which sum is to be paid according to the provisions of the General Conditions.

**ITEM C:** Twenty three thousand one hundred eighteen DOLLARS ($23,118) which sum is to be paid according to the provisions of the General Conditions.

5. The time limit for the completion of said work is SIXTY (60) DAYS. Should said work not be completed within the time hereinabove stated there shall be deducted from the final payment the sum of FIVE HUNDRED DOLLARS ($500.00) per day as liquidated damages, but not as a penalty, for each day’s delay after the expiration of such period until the final physical completion of the work and its delivery to said Owner.

6. Copies of the prevailing rate per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code Section 1773 are on file as stated in the Notice to Contractors, and copies are available for inspection at that office to any interested party on request.

7. The Contractor agrees to comply with Labor Code Section 1775 (Payment of Prevailing Wage Rates), Labor Code Section 1776 (Keeping Accurate Payroll Records) and Labor Code Section 1777.5 (Placing the Responsibility for compliance with the statutory Requirements for Apprentice able occupations on the Prime Contractor). The Contractor shall comply with the requirements imposed by California Labor Code Sections 1720 through 1815 regarding public works projects and prevailing wage law.

1. In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding in such an amount as the court may judge reasonable.
IN WITNESS WHEREOF, the Nevada Joint Union High School District has caused this Agreement to be subscribed by its duly authorized officer in its behalf, and the said Party of the Second Part has signed this Agreement this day and year first above written.

NEVADA JOINT UNION HIGH SCHOOL DISTRICT
of Nevada County, a Political Subdivision of the
State of California

By
Karen L. Suenram, Assistant Superintendent Business & Facilities

__________________________________________, CONTRACTOR

By
Nevada Joint Union High School District
Actuarial Study of
Retiree Health Liabilities
As of March 1, 2013

Prepared by:
Total Compensation Systems, Inc.

Date: June 27, 2013
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Total Compensation Systems, Inc.

Nevada Joint Union High School District
Actuarial Study of Retiree Health Liabilities

PART I: EXECUTIVE SUMMARY

A. Introduction

Nevada Joint Union High School District engaged Total Compensation Systems, Inc. (TCS) to analyze liabilities associated with its current retiree health program as of March 1, 2013 (the valuation date). The numbers in this report are based on the assumption that they will first be used to determine accounting entries for the fiscal year ending June 30, 2013. If the report will first be used for a different fiscal year, the numbers will need to be adjusted accordingly.

This report does not reflect any cash benefits paid unless the retiree is required to provide proof that the cash benefits are used to reimburse the retiree’s cost of health benefits. Costs and liabilities attributable to cash benefits paid to retirees are reportable under Governmental Accounting Standards Board (GASB) Standards 25/27.

This actuarial study is intended to serve the following purposes:

➢ To provide information to enable Nevada Joint UHSD to manage the costs and liabilities associated with its retiree health benefits.

➢ To provide information to enable Nevada Joint UHSD to communicate the financial implications of retiree health benefits to internal financial staff, the Board, employee groups and other affected parties.

➢ To provide information needed to comply with Governmental Accounting Standards Board Accounting Standards 43 and 45 related to “other postemployment benefits” (OPEB’s).

Because this report was prepared in compliance with GASB 43 and 45, as appropriate, Nevada Joint UHSD should not use this report for any other purpose without discussion with TCS. This means that any discussions with employee groups, governing Boards, etc. should be restricted to the implications of GASB 43 and 45 compliance.

This actuarial report includes several estimates for Nevada Joint UHSD’s retiree health program. In addition to the tables included in this report, we also performed cash flow adequacy tests as required under Actuarial Standard of Practice 6 (ASOP 6). Our cash flow adequacy testing covers a twenty-year period. We would be happy to make this cash flow adequacy test available to Nevada Joint UHSD in spreadsheet format upon request.

We calculated the following estimates separately for active employees and retirees. As requested, we also separated results by the following employee classifications: Certificated and Classified. We estimated the following:

➢ the total liability created. (The actuarial present value of total projected benefits or APVTPB)

➢ the ten year “pay-as-you-go” cost to provide these benefits.

➢ the “actuarial accrued liability (AAL).” (The AAL is the portion of the APVTPB attributable to employees’ service prior to the valuation date.)
Total Compensation Systems, Inc.

- the amount necessary to amortize the UAAL over a period of 10 years.
- the annual contribution required to fund retiree benefits over the working lifetime of eligible employees (the "normal cost").
- The Annual Required Contribution (ARC) which is the basis of calculating the annual OPEB cost and net OPEB obligation under GASB 43 and 45.

We summarized the data used to perform this study in Appendix A. No effort was made to verify this information beyond brief tests for reasonableness and consistency.

All cost and liability figures contained in this study are estimates of future results. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. Normal costs and liabilities could easily vary by 10 - 20% or more from estimates contained in this report.

B. General Findings

We estimate the "pay-as-you-go" cost of providing retiree health benefits in the year beginning March 1, 2013 to be $265,895 (see Section IV.A.). The “pay-as-you-go” cost is the cost of benefits for current retirees.

For current employees, the value of benefits "accrued" in the year beginning March 1, 2013 (the normal cost) is $117,810. This normal cost would increase each year based on covered payroll. Had Nevada Joint UHSD begun accruing retiree health benefits when each current employee and retiree was hired, a substantial liability would have accumulated. We estimate the amount that would have accumulated to be $2,257,841. This amount is called the "actuarial accrued liability" (AAL). The remaining unamortized balance of the initial unfunded AAL (UAAL) is $809,260. This leaves a "residual" AAL of $1,448,581.

We calculated the annual cost to amortize the residual unfunded actuarial accrued liability using a 5% discount rate. We used an open 30 year amortization period. The current year cost to amortize the residual unfunded actuarial accrued liability is $94,232.

Combining the normal cost with both the initial and residual UAAL amortization costs produces an annual required contribution (ARC) of $371,481. The ARC is used as the basis for determining expenses and liabilities under GASB 43/45. The ARC is used in lieu of (rather than in addition to) the "pay-as-you-go" cost.

We based all of the above estimates on employees as of February, 2013. Over time, liabilities and cash flow will vary based on the number and demographic characteristics of employees and retirees.

C. Description of Retiree Benefits

Following is a description of the current retiree benefit plan:
Total Compensation Systems, Inc.

<table>
<thead>
<tr>
<th>Benefit types provided</th>
<th>Certificated</th>
<th>Classified</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duration of Benefits</td>
<td>5 to 7 years</td>
<td>8 years</td>
</tr>
<tr>
<td>Required Service</td>
<td>15 years</td>
<td>15 years</td>
</tr>
<tr>
<td>Minimum Age</td>
<td>55</td>
<td>55</td>
</tr>
<tr>
<td>Dependent Coverage</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>District Contribution %</td>
<td>100% up to cap</td>
<td>100% up to cap</td>
</tr>
<tr>
<td>District Cap</td>
<td>$40,000 over 5 to 7 years</td>
<td>$5,387 per year</td>
</tr>
</tbody>
</table>

**D. Recommendations**

It is outside the scope of this report to make specific recommendations of actions Nevada Joint UHSD should take to manage the substantial liability created by the current retiree health program. Total Compensation Systems, Inc. can assist in identifying and evaluating options once this report has been studied. The following recommendations are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Nevada Joint UHSD’s practices, it is possible that Nevada Joint UHSD is already complying with some or all of our recommendations.

- We recommend that Nevada Joint UHSD inventory all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Nevada Joint UHSD should determine whether the benefit is material and subject to GASB 43 and/or 45.

- We recommend that Nevada Joint UHSD conduct a study whenever events or contemplated actions significantly affect present or future liabilities, but no less frequently than every two years, as required under GASB 43/45.

- We recommend that the District communicate the magnitude of these costs to employees and include employees in discussions of options to control the costs.

- Under GASB 45, it is important to isolate the cost of retiree health benefits. Nevada Joint UHSD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – even on a retiree-pay-all basis – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Nevada Joint UHSD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.

- Nevada Joint UHSD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
Several assumptions were made in estimating costs and liabilities under Nevada Joint UHSD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Appendices B and C for a list of assumptions and concerns.) For example, Nevada Joint UHSD should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Nevada Joint UHSD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

Respectfully submitted,

Geoffrey L. Kischuk, FSA, MAAA, FCA
Consultant
Total Compensation Systems, Inc.
(805) 496-1700
PART II: BACKGROUND

A. Summary

Accounting principles provide that the cost of retiree benefits should be “accrued” over employees’ working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in 2004 Accounting Standards 43 and 45 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees).

B. Actuarial Accrual

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method.”

Under most actuarial cost methods, there are two components of actuarial cost - a “normal cost” and amortization of something called the “unfunded actuarial accrued liability.” Both accounting standards and actuarial standards usually address these two components separately (though alternative terminology is sometimes used).

The normal cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. This report will not discuss differences between actuarial cost methods or their application. Instead, following is a description of a commonly used, generally accepted actuarial cost method that will be permitted under GASB 43 and 45. This actuarial cost method is called the “entry age normal” method.

Under the entry age normal cost method, the actuary determines the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. This amount is the normal cost. Under GASB 43 and 45, normal cost can be expressed either as a level dollar amount or a level percentage of payroll.

The normal cost is determined using several key assumptions:

- The current cost of retiree health benefits (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the normal cost.

- The “trend” rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the normal cost. A “cap” on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing normal costs.

- Mortality rates varying by age and sex. (Unisex mortality rates are not often used as individual OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce normal costs, the mortality assumption is not likely to vary from employer to employer.

- Employment termination rates have the same effect as mortality inasmuch as higher termination rates reduce normal costs. Employment termination can vary considerably between public agencies.

- The service requirement reflects years of service required to earn full or partial retiree benefits.
While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

- **Retirement rates** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase normal costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.

- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.

- The **discount rate** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets. For example, employer funds earning money market rates in the county treasury are likely to earn far less than an irrevocable trust containing a diversified asset portfolio including stocks, bonds, etc. A higher discount rate can dramatically lower normal costs. GASB 43 and 45 require the interest assumption to reflect likely long term investment return.

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. The actuary selects the assumptions which - taken together - will yield reasonable results. It's not necessary (or even possible) to predict individual assumptions with complete accuracy.

If all actuarial assumptions are exactly met and an employer expensed the normal cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the actuarial accrued liability or AAL. The excess of AAL over the **actuarial value of plan assets** is called the **unfunded actuarial accrued liability** (or UAAL). Under GASB 43 and 45, in order for assets to count toward offsetting the AAL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

The actuarial accrued liability (AAL) can arise in several ways. At inception of GASB 43 and 45, there is usually a substantial UAAL. Some portion of this amount can be established as the "transition obligation" subject to certain constraints. UAAL can also increase as the result of operation of a retiree health plan - e.g., as a result of plan changes or changes in actuarial assumptions. Finally, AAL can arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience.

Under GASB 43 and 45, employers have several options on how the UAAL can be amortized as follows:

- The employer can select an amortization period of 1 to 30 years. (For certain situations that result in a reduction of the AAL, the amortization period must be at least 10 years.)

- The employer may apply the same amortization period to the total combined UAAL or can apply different periods to different components of the UAAL.

- The employer may elect a “closed” or “open” amortization period.

- The employer may choose to amortize on a level dollar or level percentage of payroll method.
Total Compensation Systems, Inc.

PART III: LIABILITIES AND COSTS FOR RETIREE BENEFITS

A. Introduction

We calculated the actuarial present value of projected benefits (APVPB) separately for each employee. We determined eligibility for retiree benefits based on information supplied by Nevada Joint UHSD. We then selected assumptions for the factors discussed in the above Section that, based on plan experience and our training and experience, represent our best prediction of future plan experience. For each employee, we applied the appropriate factors based on the employee's age, sex and length of service.

We summarized actuarial assumptions used for this study in Appendix C.

B. Medicare

The extent of Medicare coverage can affect projections of retiree health costs. The method of coordinating Medicare benefits with the retiree health plan's benefits can have a substantial impact on retiree health costs. We will be happy to provide more information about Medicare integration methods if requested.

C. Liability for Retiree Benefits

For each employee, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Nevada Joint UHSD uses contribution caps, the influence of the trend factor is further reduced.

We multiplied each year's projected cost by the probability that premium will be paid; i.e. based on the probability that the employee is living, has not terminated employment and has retired. The probability that premium will be paid is zero if the employee is not eligible. The employee is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's premium cost and the probability that premium will be paid equals the expected cost for that year. We discounted the expected cost for each year to the valuation date March 1, 2013 at 5% interest.

Finally, we multiplied the above discounted expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan.

For any current retirees, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 1.0000).

We added the APVPB for all employees to get the actuarial present value of total projected benefits (APVTPB). The APVTPB is the estimated present value of all future retiree health benefits for all current employees and retirees. The APVTPB is the amount on March 1, 2013 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last current employee or retiree dies or reaches the maximum eligibility age.
Total Compensation Systems, Inc.

### Actuarial Present Value of Total Projected Benefits at March 1, 2013

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Certificated</th>
<th>Classified</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active: Pre-65</td>
<td>$513,971</td>
<td>$21,650</td>
<td>$492,321</td>
</tr>
<tr>
<td>Post-65</td>
<td>$1,237,259</td>
<td>$7,110</td>
<td>$1,230,149</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$1,751,230</td>
<td>$28,760</td>
<td>$1,722,470</td>
</tr>
<tr>
<td>Retiree: Pre-65</td>
<td>$411,092</td>
<td>$247,955</td>
<td>$163,137</td>
</tr>
<tr>
<td>Post-65</td>
<td>$802,542</td>
<td>$522,235</td>
<td>$280,307</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$1,213,634</td>
<td>$770,190</td>
<td>$443,444</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$2,964,864</td>
<td>$798,950</td>
<td>$2,165,914</td>
</tr>
</tbody>
</table>

The APVTPB should be accrued over the working lifetime of employees. At any time much of it has not been "earned" by employees. The APVTPB is used to develop expense and liability figures. To do so, the APVTPB is divided into two parts: the portions attributable to service rendered prior to the valuation date (the past service liability or actuarial accrued liability under GASB 43 and 45) and to service after the valuation date but prior to retirement (the future service liability).

The past service and future service liabilities are each funded in a different way. We will start with the future service liability which is funded by the normal cost.

### D. Cost to Prefund Retiree Benefits

#### 1. Normal Cost

The average hire age for eligible employees is 41. To accrue the liability by retirement, the District would accrue the retiree liability over a period of about 19 years (assuming an average retirement age of 60). We applied an "entry age normal" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated normal cost.

#### Normal Cost Year Beginning March 1, 2013

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Certificated</th>
<th>Classified</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Employees</td>
<td>174</td>
<td>55</td>
<td>119</td>
</tr>
<tr>
<td>Per Capita Normal Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-65 Benefit</td>
<td>N/A</td>
<td>$0</td>
<td>$276</td>
</tr>
<tr>
<td>Post-65 Benefit</td>
<td>N/A</td>
<td>$0</td>
<td>$714</td>
</tr>
<tr>
<td>First Year Normal Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-65 Benefit</td>
<td>$32,844</td>
<td>$0</td>
<td>$32,844</td>
</tr>
<tr>
<td>Post-65 Benefit</td>
<td>$84,966</td>
<td>$0</td>
<td>$84,966</td>
</tr>
<tr>
<td>Total</td>
<td>$117,810</td>
<td>$0</td>
<td>$117,810</td>
</tr>
</tbody>
</table>

Accruing retiree health benefit costs using normal costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. This normal cost would increase each year based on covered payroll.
Total Compensation Systems, Inc.

2. Amortization of Unfunded Actuarial Accrued Liability (UAAL)

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the normal cost. If no accruals had taken place in the past, there would be a shortfall of many years’ accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the actuarial accrued liability (AAL). We calculated the AAL as the APVTPB minus the present value of future normal costs.

The initial UAAL was amortized using a closed amortization period of 10 years. The District can amortize the remaining or residual UAAL over many years. The table below shows the annual amount necessary to amortize the UAAL over a period of 10 years at 5% interest. (Thirty years is the longest amortization period allowable under GASB 43 and 45.) GASB 43 and 45 will allow amortizing the UAAL using either payments that stay the same as a dollar amount, or payments that are a flat percentage of covered payroll over time. The figures below reflect the flat dollar amount method.

<table>
<thead>
<tr>
<th>Actuarial Accrued Liability as of March 1, 2013</th>
<th>Total</th>
<th>Certificate</th>
<th>Classified</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active: Pre-65</td>
<td>$316,862</td>
<td>$21,650</td>
<td>$295,212</td>
</tr>
<tr>
<td>Post-65</td>
<td>$727,345</td>
<td>$7,110</td>
<td>$720,235</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$1,044,207</td>
<td>$28,760</td>
<td>$1,015,447</td>
</tr>
<tr>
<td>Retiree: Pre-65</td>
<td>$411,092</td>
<td>$247,955</td>
<td>$163,137</td>
</tr>
<tr>
<td>Post-65</td>
<td>$802,542</td>
<td>$522,235</td>
<td>$280,307</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$1,213,634</td>
<td>$770,190</td>
<td>$443,444</td>
</tr>
<tr>
<td>Subtot Pre-65</td>
<td>$727,954</td>
<td>$269,605</td>
<td>$458,349</td>
</tr>
<tr>
<td>Subtot Post-65</td>
<td>$1,529,887</td>
<td>$529,345</td>
<td>$1,000,542</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$2,257,841</td>
<td>$798,950</td>
<td>$1,458,891</td>
</tr>
<tr>
<td>Unamortized Initial UAAL</td>
<td>$809,260</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plan assets at 2/28/13</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residual UAAL</td>
<td>$1,448,581</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residual UAAL Amortization at 5% over 30 Years</td>
<td>$94,232</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Annual Required Contributions (ARC)

If the District determines retiree health plan expenses in accordance with GASB 43 and 45, costs will include both normal cost and one or more components of UAAL amortization costs. The sum of normal cost and UAAL amortization costs is called the Annual Required Contribution (ARC) and is shown below.
Total Compensation Systems, Inc.

**Annual Required Contribution (ARC) Year Beginning March 1, 2013**

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Cost</td>
<td>$117,810</td>
</tr>
<tr>
<td>Initial UAAL Amortization</td>
<td>$159,439</td>
</tr>
<tr>
<td>Residual UAAL Amortization</td>
<td>$94,232</td>
</tr>
<tr>
<td><strong>ARC</strong></td>
<td><strong>$371,481</strong></td>
</tr>
</tbody>
</table>

The normal cost remains as long as there are active employees who may some day qualify for District-paid retiree health benefits. This normal cost would increase each year based on covered payroll.

4. **Other Components of Annual OPEB Cost (AOC)**

Expense and liability amounts may include more components of cost than the normal cost plus amortization of the UAAL. This will apply to employers that don’t fully fund the Annual Required Cost (ARC) through an irrevocable trust.

- The annual OPEB cost (AOC) will include assumed interest on the net OPEB obligation (NOO). The annual OPEB cost will also include an amortization adjustment for the net OPEB obligation. (It should be noted that there is no NOO if the ARC is fully funded through a qualifying “plan”.)

- The net OPEB obligation will equal the accumulated differences between the (AOC) and qualifying “plan” contributions.
PART IV: "PAY AS YOU GO" FUNDING OF RETIREE BENEFITS

We used the actuarial assumptions shown in Appendix C to project ten year cash flow under the retiree health program. Because these cash flow estimates reflect average assumptions applied to a relatively small number of employees, estimates for individual years are certain to be inaccurate. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District share of retiree health premiums.

<table>
<thead>
<tr>
<th>Year Beginning March 1</th>
<th>Total</th>
<th>Certificated</th>
<th>Classified</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>$265,895</td>
<td>$145,093</td>
<td>$120,802</td>
</tr>
<tr>
<td>2014</td>
<td>$255,641</td>
<td>$143,656</td>
<td>$111,985</td>
</tr>
<tr>
<td>2015</td>
<td>$252,613</td>
<td>$144,821</td>
<td>$107,792</td>
</tr>
<tr>
<td>2016</td>
<td>$247,427</td>
<td>$144,780</td>
<td>$102,647</td>
</tr>
<tr>
<td>2017</td>
<td>$238,682</td>
<td>$137,755</td>
<td>$100,927</td>
</tr>
<tr>
<td>2018</td>
<td>$190,302</td>
<td>$73,276</td>
<td>$117,026</td>
</tr>
<tr>
<td>2019</td>
<td>$155,889</td>
<td>$27,493</td>
<td>$128,396</td>
</tr>
<tr>
<td>2020</td>
<td>$145,232</td>
<td>$23,349</td>
<td>$121,883</td>
</tr>
<tr>
<td>2021</td>
<td>$160,247</td>
<td>$19,533</td>
<td>$140,714</td>
</tr>
<tr>
<td>2022</td>
<td>$159,957</td>
<td>$16,090</td>
<td>$143,867</td>
</tr>
</tbody>
</table>
PART V: RECOMMENDATIONS FOR FUTURE VALUATIONS

To effectively manage benefit costs, an employer must periodically examine the existing liability for retiree benefits as well as future annual expected premium costs. GASB 43/45 require biennial valuations. In addition, a valuation should be conducted whenever plan changes, changes in actuarial assumptions or other employer actions are likely to cause a material change in accrual costs and/or liabilities.

Following are examples of actions that could trigger a new valuation.

- An employer should perform a valuation whenever the employer considers or puts in place an early retirement incentive program.

- An employer should perform a valuation whenever the employer adopts a retiree benefit plan for some or all employees.

- An employer should perform a valuation whenever the employer considers or implements changes to retiree benefit provisions or eligibility requirements.

- An employer should perform a valuation whenever the employer introduces or changes retiree contributions.

We recommend Nevada Joint UHSD take the following actions to ease future valuations.

- We have used our training, experience and information available to us to establish the actuarial assumptions used in this valuation. We have no information to indicate that any of the assumptions do not reasonably reflect future plan experience. However, the District should review the actuarial assumptions in Appendix C carefully. If the District has any reason to believe that any of these assumptions do not reasonably represent the expected future experience of the retiree health plan, the District should engage in discussions or perform analyses to determine the best estimate of the assumption in question.
Total Compensation Systems, Inc.

PART VI: APPENDICES

APPENDIX A: MATERIALS USED FOR THIS STUDY

We relied on the following materials to complete this study.

➢ We used paper reports and digital files containing employee demographic data from the District personnel records.

➢ We used relevant sections of collective bargaining agreements provided by the District.
APPENDIX B: EFFECT OF ASSUMPTIONS USED IN CALCULATIONS

While we believe the estimates in this study are reasonable overall, it was necessary for us to use assumptions which inevitably introduce errors. We believe that the errors caused by our assumptions will not materially affect study results. If the District wants more refined estimates for decision-making, we recommend additional investigation. Following is a brief summary of the impact of some of the more critical assumptions.

1. Where actuarial assumptions differ from expected experience, our estimates could be overstated or understated. One of the most critical assumptions is the medical trend rate. The District may want to commission further study to assess the sensitivity of liability estimates to our medical trend assumptions. For example, it may be helpful to know how liabilities would be affected by using a trend factor 1% higher than what was used in this study. There is an additional fee required to calculate the impact of alternative trend assumptions.

2. We used an "entry age normal" actuarial cost method to estimate the actuarial accrued liability and normal cost. GASB allows this as one of several permissible methods under GASB45. Using a different cost method could result in a somewhat different recognition pattern of costs and liabilities.
APPENDIX C: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District’s assessment of its underlying experience. It is important for Nevada Joint UHSD to understand that the appropriateness of all selected actuarial assumptions and methods are Nevada Joint UHSD’s responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 43 and 45, applicable actuarial standards of practice, Nevada Joint UHSD’s actual historical experience, and TCS’s judgment based on experience and training.

ACTUARIAL METHODS AND ASSUMPTIONS:

ACTUARIAL COST METHOD: Entry age normal. The allocation of OPEB cost is based on years of service. We used the level percentage of payroll method to allocate OPEB cost over years of service.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The present value of future benefits and present value of future normal costs are determined on an employee by employee basis and then aggregated.

To the extent that different benefit formulas apply to different employees of the same class, the normal cost is based on the benefit plan applicable to the most recently hired employees (including future hires if a new benefit formula has been agreed to and communicated to employees).

AMORTIZATION METHODS: We used a level dollar, closed 10 year amortization period for the initial UAAL. We used a level dollar, open 30 year amortization period for any residual UAAL.

SUBSTANTIVE PLAN: As required under GASB 43 and 45, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Nevada Joint UHSD regarding practices with respect to employer and employee contributions and other relevant factors.

In the prior valuation, we assumed that classified retiree health benefits would sunset as provided in the collective bargaining agreement. However, these benefits were extended to create continuous benefits. Pursuant to the Implementation Guide published by GASB, extension of benefits without a significant gap results in a requirement to assume an indefinite duration of benefits. This assumption would be suspended if subsequent bargaining agreements eliminate retiree health benefits for future retirees.
ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

**INFLATION:** We assumed 3% per year.

**INVESTMENT RETURN / DISCOUNT RATE:** We assumed 5% per year. This is based on assumed long-term return on employer assets. We used the "Building Block Method" as described in ASOP 27 Paragraph 3.6.2. Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

**TREND:** We assumed 4% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

**PAYROLL INCREASE:** We assumed 3% per year. This assumption applies only to the extent that either or both of the normal cost and/or UAAL amortization use the level percentage of payroll method. For purposes of applying the level percentage of payroll method, payroll increase must not assume any increases in staff or merit increases.

**ACTUARIAL VALUE OF PLAN ASSETS (AVA):** There were no plan assets on the valuation date.
Total Compensation Systems, Inc.

NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35).

MORTALITY

<table>
<thead>
<tr>
<th>Employee Type</th>
<th>Mortality Tables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated</td>
<td>2009 CalSTRS Mortality</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>2009 CalPERS Mortality for Miscellaneous Employees</td>
</tr>
</tbody>
</table>

RETIREMENT RATES

<table>
<thead>
<tr>
<th>Employee Type</th>
<th>Retirement Rate Tables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated</td>
<td>2009 CalSTRS Retirement Rates</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>2009 CalPERS Retirement Rates for School Employees</td>
</tr>
</tbody>
</table>

VESTING RATES

<table>
<thead>
<tr>
<th>Employee Type</th>
<th>Vesting Rate Tables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated</td>
<td>STRS Retirement</td>
</tr>
<tr>
<td>Classified</td>
<td>100% at 15 Years of Service</td>
</tr>
</tbody>
</table>

COSTS FOR RETIREE COVERAGE

Retiree liabilities are based on actual retiree costs. Liabilities for active participants are based on the first year costs shown below. Subsequent years’ costs are based on first year costs adjusted for trend and limited by any District contribution caps.

<table>
<thead>
<tr>
<th>Employee Type</th>
<th>Future Retirees Pre-65</th>
<th>Future Retirees Post-65</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated</td>
<td>$7,286</td>
<td>$7,286</td>
</tr>
<tr>
<td>Classified</td>
<td>$5,387</td>
<td>$5,387</td>
</tr>
</tbody>
</table>

PARTICIPATION RATES

<table>
<thead>
<tr>
<th>Employee Type</th>
<th>&lt;65 Non-Medicare Participation %</th>
<th>65+ Medicare Participation %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated</td>
<td>6%</td>
<td>6%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>

TURNOVER

<table>
<thead>
<tr>
<th>Employee Type</th>
<th>Turnover Rate Tables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated</td>
<td>2009 CalSTRS Termination Rates</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>2009 CalPERS Termination Rates for School Employees</td>
</tr>
</tbody>
</table>

SPOUSE PREVALENCE

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

SPOUSE AGES

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.
**Total Compensation Systems, Inc.**

**AGING FACTORS**

<table>
<thead>
<tr>
<th>Attained Age</th>
<th>Medical Annual Increases</th>
</tr>
</thead>
<tbody>
<tr>
<td>50-64</td>
<td>3.5%</td>
</tr>
<tr>
<td>65-69</td>
<td>3.0%</td>
</tr>
<tr>
<td>70-74</td>
<td>2.5%</td>
</tr>
<tr>
<td>75-79</td>
<td>1.5%</td>
</tr>
<tr>
<td>80-84</td>
<td>0.5%</td>
</tr>
<tr>
<td>85+</td>
<td>0.0%</td>
</tr>
</tbody>
</table>
# Appendix D: Distribution of Eligible Participants by Age

## Eligible Active Employees

<table>
<thead>
<tr>
<th>Age</th>
<th>Total</th>
<th>Certificated</th>
<th>Classified</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 25</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>25-29</td>
<td>3</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>30-34</td>
<td>6</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>35-39</td>
<td>3</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>40-44</td>
<td>10</td>
<td>0</td>
<td>10</td>
</tr>
<tr>
<td>45-49</td>
<td>21</td>
<td>0</td>
<td>21</td>
</tr>
<tr>
<td>50-54</td>
<td>39</td>
<td>4</td>
<td>35</td>
</tr>
<tr>
<td>55-59</td>
<td>53</td>
<td>32</td>
<td>21</td>
</tr>
<tr>
<td>60-64</td>
<td>33</td>
<td>17</td>
<td>16</td>
</tr>
<tr>
<td>65 and older</td>
<td>6</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Total</td>
<td>174</td>
<td>55</td>
<td>119</td>
</tr>
</tbody>
</table>

## Eligible Retirees

<table>
<thead>
<tr>
<th>Age</th>
<th>Total</th>
<th>Certificated</th>
<th>Classified</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 50</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>50-54</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>55-59</td>
<td>5</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>60-64</td>
<td>25</td>
<td>17</td>
<td>8</td>
</tr>
<tr>
<td>65-69</td>
<td>13</td>
<td>2</td>
<td>11</td>
</tr>
<tr>
<td>70-74</td>
<td>2</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>75-79</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>80-84</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>85-89</td>
<td>5</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>90 and older</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>54</td>
<td>30</td>
<td>24</td>
</tr>
</tbody>
</table>
APPENDIX E: CALCULATION OF GASB 43/45 ACCOUNTING ENTRIES

This report is to be used to calculate accounting entries rather than to provide the dollar amount of accounting entries. How the report is to be used to calculate accounting entries depends on several factors. Among them are:

1) The amount of prior accounting entries;

2) Whether individual components of the ARC are calculated as a level dollar amount or as a level percentage of payroll;

3) Whether the employer using a level percentage of payroll method elects to use for this purpose projected payroll, budgeted payroll or actual payroll;

4) Whether the employer chooses to adjust the numbers in the report to reflect the difference between the valuation date and the first fiscal year for which the numbers will be used.

To the extent the level percentage of payroll method is used, the employer should adjust the numbers in this report as appropriate to reflect the change in OPEB covered payroll. It should be noted that OPEB covered payroll should only reflect types of pay generating pension credits for plan participants. Please note that plan participants do not necessarily include all active employees eligible for health benefits for several reasons. Following are examples.

1) The number of hours worked or other eligibility criteria may differ for OPEB compared to active health benefits;

2) There may be active employees over the maximum age OPEB are paid through. For example, if an OPEB plan pays benefits only to Medicare age, any active employees currently over Medicare age are not plan participants;

3) Employees hired at an age where they will exceed the maximum age for benefits when the service requirement is met are also not plan participants.

Finally, GASB 43 and 45 require reporting covered payroll in RSI schedules regardless of whether any ARC component is based on the level percentage of payroll method. This report does not provide, nor should the actuary be relied on to report covered payroll.

GASB 45
number to report. For example, if the employer uses actual payroll, that number would not be known at the time the valuation is done.

As a result, we believe the proper approach is to report the ARC components as a dollar amount. It is the client's responsibility to turn this number into a percentage of payroll factor by using the dollar amount of the ARC (adjusted, if desired) as a numerator and then calculating the appropriate amount of the denominator based on the payroll determination method elected by the client for the appropriate fiscal year.

If we have been provided with payroll information, we are happy to use that information to help the employer develop an estimate of covered payroll for reporting purposes. However, the validity of the covered payroll remains the employer's responsibility even if TCS assists the employer in calculating it.
APPENDIX F: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a non-actuary understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

**Actuarial Accrued Liability:** The amount of the actuarial present value of total projected benefits attributable to employees’ past service based on the actuarial cost method used.

**Actuarial Cost Method:** A mathematical model for allocating OPEB costs by year of service.

**Actuarial Present Value of Total Projected Benefits:** The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation date.

**Actuarial Value of Assets:** Market-related value of assets which may include an unbiased formula for smoothing cyclical fluctuations in asset values.

**Annual OPEB Cost:** This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Annual Required Contribution plus interest on the Net OPEB obligation minus an adjustment to reflect the amortization of the net OPEB obligation.

**Annual Required Contribution:** The sum of the normal cost and an amount to amortize the unfunded actuarial accrued liability. This is the basis of the annual OPEB cost and net OPEB obligation.

**Closed Amortization Period:** An amortization approach where the original ending date for the amortization period remains the same. This would be similar to a conventional, 30-year mortgage, for example.

**Discount Rate:** Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower normal costs and actuarial accrued liability.

**Implicit Rate Subsidy:** The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees.

**Mortality Rate:** Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.

**Net OPEB Obligation:** The accumulated difference between the annual OPEB cost and amounts contributed to an irrevocable trust exclusively providing retiree OPEB benefits and protected from creditors.

**Normal Cost:** The dollar value of the "earned" portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
Total Compensation Systems, Inc.

OPEB Benefits: Other PostEmployment Benefits. Generally medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.

Open Amortization Period: Under an open amortization period, the remaining unamortized balance is subject to a new amortization schedule each valuation. This would be similar, for example, to a homeowner refinancing a mortgage with a new 30-year conventional mortgage every two or three years.

Participation Rate: The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower normal cost and actuarial accrued liability. The participation rate often is related to retiree contributions.

Retirement Rate: The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with vesting rates to reflect both age and length of service.) The more likely employees are to retire early, the higher normal costs and actuarial accrued liability will be.

Transition Obligation: The amount of the unfunded actuarial accrued liability at the time actuarial accrual begins in accordance with an applicable accounting standard.

Trend Rate: The rate at which the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher normal costs and actuarial accrued liability.

Turnover Rate: The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce normal costs and actuarial accrued liability.

Unfunded Actuarial Accrued Liability: This is the excess of the actuarial accrued liability over assets irrevocably committed to provide retiree health benefits.

Valuation Date: The date as of which the OPEB obligation is determined. Under GASB 43 and 45, the valuation date does not have to coincide with the statement date.

Vesting Rate: The proportion of retiree benefits earned, based on length of service and, sometimes, age. (Vesting rates are often set in conjunction with retirement rates.) More rapid vesting increases normal costs and actuarial accrued liability.
NEVADA JOINT UNION HIGH SCHOOL DISTRICT

RESOLUTION #2-13/14

SIGNATURE AUTHORITY FOR PAYROLL WARRANTS AND DISBURSEMENTS
For Fiscal Year: 2013/14

TO THE NEVADA COUNTY SUPERINTENDENT OF SCHOOLS:

WHEREAS, pursuant to Education Codes Section 42632 for K-12 Education, each order drawn on the funds of the school district shall be signed by at least a majority of the members of the Governing Board of the district, or by a person or persons authorized by the Governing Board to sign orders in its name; and

WHEREAS, the Governing Board of each school district shall be responsible for filing such signatures with the County Office of Education per Education Codes Section 42633; and

WHEREAS, this resolution supersedes all previous resolutions authorizing such signatures(s) on behalf of the Governing Board, and declares said prior resolutions null and void;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Nevada Joint Union High School District authorizes and empowers the following person(s) to sign orders its name effective as of the date of this resolution:

1. Dr. Louise Johnson
   Superintendent

2. Trisha Delli
   Assistant Superintendent, Personnel

3. Karen Suenram
   Assistant Superintendent, Business

4. Paige Moore
   Budget Coordinator

PASSED AND ADOPTED THIS 14th day of August, 2013 by the Governing Board of the Nevada Joint Union High School District by the following vote:

Ayes: ______ Noes: _____ Absent: ________ Abstain: ________

__________________________________________
Clerk, Governing Board

__________________________________________
Date
NEVADA JOINT UNION HIGH SCHOOL DISTRICT

RESOLUTION #3-13/14

SIGNATURE AUTHORITY FOR OFFICIAL DOCUMENTS AND REPORTS
For Fiscal Year: 2013/14

______________________________

TO THE NEVADA COUNTY SUPERINTENDENT OF SCHOOLS:

WHEREAS, the Nevada Joint Union High School District occasionally must provide signature approval on certain official documents and reports, including local, state and Federal Reports, such as Transportation, Attendance and Class Size Reduction; and

WHEREAS, this resolution supersedes all previous resolutions authorizing such signatures(s) on certain official documents and reports, and declares said prior resolutions null and void;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Nevada Joint Union High School District authorizes and empowers the following person(s) to sign all documents and reports pertinent to conducting the business of the Nevada Joint Union High School District, effective as of the date of this resolution:

1. Dr. Louise Johnson
   Superintendent

2. Trisha Dellis
   Assistant Superintendent, Personnel

3. Karen Suenram
   Assistant Superintendent, Business

______________________________

PASSED AND ADOPTED THIS 14th day of August, 2013 by the Governing Board of the Nevada Joint Union High School District by the following vote:

Ayes: ______ Noes: ______ Absent:_______ Abstain:_______

______________________________  __________________
Clerk, Governing Board          Date
AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDERSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the "Law Firm" and, NEVADA JOINT UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "District."

II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

   District agrees to pay the Law Firm at the following standard hourly rates: $205.00/hour for Senior Partners; $200.00/hour for Partners and Senior Counsel; $190.00/hour for Senior Associates; $185.00/hour for Associates; $160.00/hour for Non-Legal Consultants and $125.00/hour for Paralegals and Law Clerks.

   These rates shall increase by $5/hour on July 1, 2014 and by an additional $10/hour on July 1, 2015.

   [The Law Firm may modify these rates effective July 1st of any year by providing thirty (30) days’ written notice to the District; however, should the District object in writing to the modified rates within the thirty (30) day period, no change will be made until the rate is mutually agreed to by the parties.]

2. Fee Arrangements for Specialized Legal Services

   For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the District agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

3. Costs and Expenses

   In addition to the fees described above, the District agrees to pay a two percent (2%) "administrative fee" calculated and based on the total monthly billed fees to cover certain
operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of the Law Firm charging District for telephone charges ($0.07 per minute), incoming and outgoing faxes ($2.00 per page), photocopies ($0.20 per page), mailing fees, messenger services, computer database (e.g. Westlaw) searches (billed at vendor’s standard retail rate), word processing ($40.00 per hour), and travel expenses including mileage at IRS rate, parking, meals, and lodging (excluding airfare.)

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm’s representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals $2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a two percent (2%) “consultant processing fee” in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F.1, below.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm’s Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm’s Trust Account to the Law Firm’s General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.

3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour)

4. The Law Firm may charge the full hourly rate to more than one client for services provided during the same time period. For example, in the course of traveling to the District or
while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

5. District agrees to review the Law Firm’s monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm’s monthly statement within thirty (30) days of the District’s receipt thereof shall be deemed to signify the District’s agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

C. **Termination of Representation on a Particular Matter**

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of the District to perform any of the District’s obligations with respect to the payment of the Law Firm’s fees, costs or expenses as reflected on the monthly bill;

4. Upon a failure of the District to perform any of the District’s obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm’s representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm’s representation on such a matter may be subject to approval by the applicable court of law.

D. **Consent to Joint Representation**

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code
section 7, the Governing Board of the District hereby delegates to the Superintendent or designee
authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation

The District agrees to fully cooperate with the Law Firm in connection with the Law
Firm’s representation of the District, including but not limited to, attending mandatory court
hearings and other appearances, making its employees and officials available, and providing
accurate information documentation necessary to enable the Law Firm to adequately represent
the District.

F. Services performed by Law Firm-provided Non-legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide
services in areas including, but not limited to, personnel/business office audits, human
resources/collective bargaining consultation, special education consultation, public/employee
relations surveys and communications, media and public relations, budget analysis/support
services, instructional coaching/counseling at school improvement sites, leadership coaching,
board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District’s use of these affiliated non-
legal consultants, the rules of the State Bar of California require that the District provide its
informed written consent to this arrangement prior to utilizing these services. Execution of
this Agreement shall be deemed “informed consent” for the purpose of this paragraph. The
District is hereby advised that it may seek the advice of an independent attorney of your choice
prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are
provided to the District outside of the attorney-client relationship, communications with these
non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic
alerts on case developments and legislative changes, and notices of breakfast briefings,
conferences, and other training opportunities designed to help the District with daily legal
concerns. The Law Firm will send those and other additional service notices to the District via
regular mail and/or electronic mail at the email address which you designate or the email used in
your daily communications with us. By execution of this Agreement, the District and designated
contact(s) consent to receive such communications by electronic mail subject to the right to
unsubscribe at any time.

H. Miscellaneous

I. The Law Firm maintains errors and omissions insurance coverage applicable to
the services to be rendered.
2. The parties agree that the Law Firm, while engaged in 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 District.

3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District’s behalf.

IV. BINDING ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

V. DURATION

This Agreement shall be of three (3) years duration commencing July 1, 2013 and terminating on June 30, 2016 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District up to a maximum of five (5) years duration per Education Code section 17596.

Either the District or the Law Firm may terminate this Agreement on thirty (30) days’ written notice.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: ____________________________  By: ______________________________

MARY BETH DE GOEDE

“District”

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

Dated: ____________________________  By: ______________________________
ITEM "J"

DISCUSSION/ACTION ITEMS
To: Board of Trustees

From: Karen Suenram, Assistant Superintendent-Business Services

Date: August 14, 2013

Subject: Official Closure of Pioneer Continuation High School and Sierra Foothill Continuation High School

Background
Pioneer Continuation High School has served students on the Bear River High School campus for many years. The intended target population was students who were behind in credit accumulation. There are now several options available in the district for students who have been traditionally served by Pioneer HS. Students now have the possibility of making up courses throughout the year via ROAD (after school credit recovery). Counselors work with struggling students to have them start the makeup work as early as possible. The needs of many students are being met via ROAD and summer school when they are in need of making up a few courses to remain eligible to graduate with their class. Students who are in need of making up a greater number of courses may pursue their diplomas via Silver Springs or North Point Academy. We have also had students move to Silver Springs and return to Bear River High School after having earned the appropriate number of credits. In addition, Bear River High School Principal Jim Nieto is building a “Home Base” program which will also provide opportunities for students who are in need of making up a few classes.

Sierra Foothill Continuation High School for the last few years has served students who are far behind in credit accumulation. Located on the Park Avenue campus, the school was staffed with a .80 teacher and has generated just over 5 ADA during the past school year. Unfortunately, the costs of the program have continued to outweigh the revenue. Silver Springs Continuation High School Principal Marty Mathiesen plans to service these students as part of the Silver Springs program.

Estimated Costs and Funding Sources
The ADA generated at Pioneer Continuation High School for 2012-2013 was 12.36. We do not anticipate a loss in District-wide ADA as the former Pioneer students will be served elsewhere in the District.

The ADA generated at Sierra Foothill Continuation High School for 2012-2013 was 5.48. We do not anticipate a loss in District-wide ADA as the former Sierra Foothill population will be served elsewhere in the District.

Recommendation
Approve the official closure of Pioneer Continuation High School and Sierra Foothill Continuation High School.
**District: Nevada Joint Union High**

**School: Pioneer High (Continuation)**

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<thead>
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<th>Value</th>
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<tbody>
<tr>
<td>CDS Code:</td>
<td>29 66357 2930097</td>
</tr>
<tr>
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<td>Pioneer High (Col*)</td>
</tr>
<tr>
<td>Short Name:</td>
<td>Pioneer High (Col*)</td>
</tr>
<tr>
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<tr>
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<td></td>
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<tr>
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<td>Continuation Sch</td>
</tr>
<tr>
<td>Note/Comment:</td>
<td>If closing, provide a brief explanation</td>
</tr>
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**Physical Address**

- Address Line 1: 11130 Magnolia F *
- Address Line 2:  
- City: Grass Valley *
- *Zip Code: 95949 8366 *

*** Denotes required fields.
Online Public Update for Schools (OPUS - CDS)

District: Nevada Joint Union High
School: Sierra Foothill High (Continuation)

Edit: School, Addresses, Phones
School

CDS Code: 29663572930105
School Name: Sierra Foothill Hig*
Short Name: Sierra Foothill Hig*
Date Opened: 08/11/1993 *
Date Closed: 06/06/2013 *
Status: Active
Low Grade: Ninth Grade *
High Grade: Twelfth Grade *
E-Mail: rrsfthelsen@nju*
Web Site: www.njuhsd.co*

Year Round
Ed Op Category: Continuation Sch:

Note/Comment: Declining resources.
If closing, provide a brief explanation

"*" Denotes required fields.

* Address Line 1: 140 Park Ave.*
Address Line 2:
* City: Grass Valley *
*Zip Code: 95945 7202 *
Students

STUDENT ATHLETE MANDATORY RANDOM DRUG TESTING

Drug testing, including testing for the presence of illegal drugs and alcohol, will be required during the term of the athletic activity for students who participate in competitive high school extracurricular athletic activities. The term of the activity in which a student is subject to testing shall be determined by the California Interscholastic Federation's established seasons for each sport. A complete list of covered activities is set forth in Exhibit A.

Consent

Prior to participating in any activity covered by this policy, a student, and if the student is a minor (under the age of 18), his/her parent or guardian, will be required to complete and sign the District's Informed Consent Agreement. The agreement will state that the student, and his/her parent or guardian, if applicable, understands that by participation in the extracurricular activity the student agrees to subject himself/herself to the District's drug testing policy. No student will be allowed to participate in practice or competition until this form is completed, signed and on file with the District. One signed form will be sufficient to authorize testing for all covered athletic activities in which a student participates during a given year.

Testing Procedure

Random testing will be conducted weekly during the term of each sport's season. A percentage, not to exceed 15%, of the students participating in each sports program that is in season will be tested during the season. Teams with fewer than seven (7) students shall have no more than one student selected. The administration will determine the percentage of students to be tested on an annual basis. For purposes of calculating the number of students to be tested, boys' and girls' teams constitute separate programs. Co-ed teams constitute single programs. A program consists of all the teams (varsity, junior varsity, sophomore, freshmen teams, etc.) competing in a particular sport. Students shall be selected for testing by lottery drawing or other random means from a pool of all students participating in a given sports program at the time of the drawing. The individual in charge of selecting students for testing will be an employee from the testing agency, not a District employee. This individual shall take all reasonable steps to assure the integrity, confidentiality and random nature of the selection process including, but not necessarily limited to, assuring that the student identification numbers of all students currently participating in covered activities are included in the pool, assuring that the person drawing names has no way of knowingly choosing or failing to choose particular students for testing, assuring that the identity of students drawn for testing is not known to those involved in the selection process and assuring direct observation of the selection process by the athletic director or principal. The fact that a student athlete is selected for testing will not be confidential since students may see one another at the testing location or walking to or from the testing location. Testing shall occur within 48 hours of the lottery. The student
shall be escorted to the location of the test, unless the student refuses to submit to testing, in which case the student shall be subject to the consequences for Refusal to be Tested set forth below.

Scope of Testing

Prohibited drugs include any controlled substance, the use of which is prohibited by Chapter 2 (commencing with section 11053) of Division 10 of the California Health and Safety Code in the absence of a valid prescription, alcohol and any intoxicant, to the extent that students have used any of these substances illegally. Testing will be performed for one or more prohibited drugs and/or their metabolites. A list of the substances for which testing may be performed is set forth in Exhibit B. Students shall not be tested for the presence of any substance other than a prohibited drug or alcohol, nor shall they be tested for the existence of any physical condition other than drug intoxication and/or the presence of prohibited drugs or alcohol in their systems.

Testing Protocol

The District will schedule all testing. District personnel shall designate a certain area in the high school building as the collection site. Collection sites and scheduling procedures may vary for testing that occurs during school breaks. Initial screening tests will be conducted by personnel provided by an outside testing agency. Those personnel or "test administrators" shall be trained in appropriate procedures for administering the test, recognizing adulteration of samples and evaluating test results.

Specimen Collection

Students to be tested shall present verification of their identities to the test administrator, if the test administrator does not personally know them. Only a current driver's license or High School I.D. card will be accepted. In the absence of acceptable proof of identification, designated District personnel may verify a student's identity to the test administrator.

Urine Collection

Students shall be asked to remove any jackets or coats and to wash and dry their hands prior to collection of the specimen. Students must leave their purses, packs, wallets and similar items outside the collection site to prevent access to adulterants. These procedures must be completed in the presence of the test administrator, who shall be the same gender as the student providing the specimen.

A student shall be given a choice of at least two sealed drug-testing kits. The student's selected kit shall be opened in full view of the student. The student shall then be directed to a private area for production of a urine specimen. All students providing urine samples shall be given the option of doing so alone in an individual stall with the door closed, with the test administrator outside the closed stall door. The collection and testing process shall be performed in a manner that protects student privacy to the maximum extent and ensures the validity and accuracy of the test results.

After testing, the student must immediately present the specimen to the test administrator.
prior to washing his/her hands or flushing the toilet. The specimen shall remain in the student's visual field while the test administrator conducts the following procedures:

1. The test administrator shall record the temperature of specimen.
2. The specimen shall be sealed and transmitted to a testing laboratory that has been certified or approved as a certified licensed agency for confirmatory testing.
3. The student shall be requested to initial and date a form identifying the specimen as well as specimen container.

If a student is unable to produce a urine specimen at the time for testing, the student will remain under the direct supervision of a District officer or employee until such time as the test is completed.

**Initial Test Results**

District personnel will make a reasonable effort to notify a minor student’s parent that the student has been tested within one school day following the initial test, unless a parent has already been notified of the student’s selection for testing prior to the test.

**Confirmatory Testing**

The testing laboratory shall conduct confirmatory testing using techniques that produce reliable results.

For substances other than alcohol, tests shall not be considered positive unless the substance to be tested or its metabolite is present at a level equal to or greater than the cutoff level established by the United States Department of Health and Human Services for that substance in connection with federally-mandated workplace drug testing programs. For alcohol, cutoff levels shall be set to exclude positive tests due to environmental exposure or incidental ingestion of those substances. See Exhibit C for alcohol cutoff levels.

**Notification of Confirmatory Test Results**

The laboratory shall make a reasonable effort to notify the administration and Student Assistance Program Coordinator of the results of confirmatory testing within one business day following receipt of the test results.

**Student Assistance Program (SAP) Coordinator Review**

The SAP Coordinator shall review all positive confirmatory test results and shall make a reasonable effort to contact the student and a parent or guardian, if the student is a minor, within one business day of receiving a positive confirmatory test result from the laboratory and offer an opportunity to discuss the test results.

Students may be requested to provide verification of prescriptions or other relevant medical information. Students and their parent or guardian shall be permitted two business days following the SAP Coordinator's initial contact to obtain any needed information and to confer with the SAP Coordinator. The SAP Coordinator shall notify the
laboratory of the SAP Coordinator’s conclusions within one business day following the SAP Coordinator’s conference with the student and his/her parent or guardian or within one business day after receiving notice that the student and his/her parent or guardian do not wish to schedule a conference with the SAP Coordinator or expiration of the time for the student and parent to schedule and participate in a conference with the SAP Coordinator. If the SAP Coordinator is unable to reach either the student or parent/guardian after making reasonable efforts to contact them for three business days, the SAP Coordinator shall notify the laboratory of the SAP Coordinator’s conclusions without input from the student or parent/guardian. Test results that the SAP Coordinator concludes are caused by medicine prescribed for the student or by the legal ingestion of any substance, including alcohol, shall be reported as negative.

Notification of SAP Coordinator’s Conclusions

The SAP Coordinator shall make a reasonable effort to notify the student and a parent or guardian, if the student is a minor, of the SAP Coordinator’s conclusions within one business day following receipt of those conclusions. The SAP Coordinator shall report the name(s) of all student(s) who have been excluded to the District within one business day following receipt of the SAP Coordinator’s conclusions. District personnel will also make a reasonable effort to notify students and a parent or guardian, if the student is a minor, of the exclusion within one school day following the District’s receipt of the information. Once a student is excluded, then the consequences stipulated by these regulations will be enforced, except as provided below.

Appeal

The District shall provide a reasonable opportunity for the student and a parent or guardian, if the student is a minor, to comment on or explain a positive test result to the Principal or designee in a confidential setting prior to taking any action to exclude the student from participation in an extracurricular activity. The meeting with the Principal or designee shall be conducted within one school day following notice to the student of a final positive test. If the District is unable to notify a student of a final positive test after making reasonable attempts to do so for two school days, the District shall proceed to impose consequences. A student shall have the right to appeal the Principal’s decision regarding an exclusion based on a random drug testing result to the Superintendent or designee. Consequences for positive testing shall not be held in abeyance pending appeals past the Principal’s level, unless the Principal or Superintendent determines that unusual circumstances justify holding them in abeyance.

Right to Review Test Results

Students and the parent or guardian of minor or dependent students have the right to review and receive a copy of any records the District maintains related to the student’s testing. Written test results will be maintained by the SAP Coordinator for at least six months following testing. If a student or parent/guardian requests written test results in connection with an appeal, the SAP Coordinator shall make every reasonable effort to provide the results within one school day of receiving the request and shall provide them before the Principal’s meeting with the student and parent or guardian. Otherwise,
the SAP Coordinator shall provide the written results to the student or parent/guardian within five working days of receiving a timely written request for test results.

**Refusal to be Tested**

Should a student and/or minor student's parent or guardian refuse to permit testing of the student when the student has been selected for random testing under this regulation, the student will be excluded from participation in covered athletic activities to the same extent the student would have been if the student had tested positive, and shall not be permitted to participate in covered athletic activities until the applicable period of exclusion has expired and the student has produced at least one contemporaneous negative drug test.

**Alteration or Manipulation of Specimens**

The use of substances and methods to alter the integrity of specimens or the validity of test results is prohibited. Examples of prohibited alteration or manipulation include catheterization, urine substitution or adulteration, and modification of renal excretion by the use of diuretics or masking substances or agents. Should a student and/or minor student's parent or guardian alter or manipulate a specimen when the student has been selected for random testing under this regulation, the student will be subject to consequences to the same extent the student would have been if the student had tested positive; additionally, the student shall not be permitted to participate in covered athletic activities until the student has satisfied the conditions to continue participating in athletic activities as specified in these regulations.

**Violations**
The following constitute violations for purposes of imposing consequences on students pursuant to these regulations:

1. Positive test results;
2. Refusal to take a drug test, unjustified delay in reporting for testing, or unjustified failure to produce a specimen for screening;
3. Violation of testing protocols by student;
4. Manipulating, altering or attempting to alter or manipulate the integrity of a specimen or the validity of the collection and testing process.

Any of the foregoing violations will lead to consequences under these regulations, as provided below.

**Confidentiality of Test Results**

If the District is made aware of testing information, the District will limit disclosure of information acquired through drug testing to the student, the parent or guardian of a minor or dependent student, the test administrator, laboratory and medical review personnel, and District officials, employees and agents with a need to know, typically including the student’s coach, the Principal, any counselor assisting the student in connection with intervention or rehabilitation services and any school official considering the student’s appeal of consequences imposed for a violation of these regulations. Test results and
other personal and confidential information regarding a student acquired as a result of the testing process shall not otherwise be released without the student’s or minor student’s parent or guardian’s written consent, except where disclosure is compelled by law.

Consequences for a Positive Test

Consistent with the District Athletic Code, Students who test positive or violate these regulations for the first time may request to continue the current season of their athletic activity or try out for the next season by completing the following:

Days 1 through 7 (calendar days)
- Suspension from all athletic and school activities
- Sign Athletic Code Suspension Contract

Days 8 through 14 (calendar days)
- Attend all practices without participating
- Show proof of enrollment in an approved drug diversion program
- Submit to mandatory drug and alcohol testing
- Sign a comprehensive discipline contract (if applicable)

Days 15 through 30 (calendar days)
- The athlete may participate in practices, but may not participate in any competitions or scrimmages
- The athlete must actively be attending the approved drug diversion program as scheduled (above)
- The athlete must be in compliance with the terms of their comprehensive contract (if applicable)
- The athlete who has completed their diversion class prior to 30 days may request to return to normal athletic participation

After day 30
- The athlete may then return to normal participation in their chosen athletic activity provided they are actively attending their drug diversion program and fulfill the requirements of the comprehensive contract

Any portion of the above requirements not completed will carry over into the student’s next participatory athletic activity season.

If a student tests positive or violates these regulations a second time, the student will be banned from competing for one calendar year from the suspension date. Before returning to athletics, the athlete must complete a drug/alcohol diversion program and agree to participate in drug testing at the administration’s request.

Students shall not be subject to any other form of discipline or penalized academically as a result of a violation of these regulations. A student’s notice of suspension will not be included as part of the student’s mandatory permanent pupil records which is defined by California Code of Regulations, commencing at title 5, section 432. Furthermore, a notice of suspension will not be reported to law enforcement authorities.
Exhibit A

Student Athlete Mandatory Random Drug Testing

Activities Covered in BP/AR 5131.61:

1. Football
2. Cheer
3. Cross Country Boys
4. Cross Country Girls
5. Tennis Boys
6. Tennis Girls
7. Swim/Dive Boys
8. Swim/Dive Girls
9. Water Polo Boys
10. Water Polo Girls
11. Volleyball Boys
12. Volleyball Girls
13. Wrestling
14. Basketball Boys
15. Basketball Girls
16. Softball
17. Baseball
18. Track & Field Boys
19. Track & Field Girls
20. Soccer Boys
21. Soccer Girls
22. Badminton Boys
23. Badminton Girls
24. Golf Boys
25. Golf Girls
Exhibit B

Student Athlete Mandatory Random Drug Testing

Scope of Testing

As part of the Student Athlete Mandatory Random Drug Testing Program, the substances for which students may be tested includes, but is not limited to, the following:

- Alcohol
- Cocaine
- Marijuana/THC
- Methamphetamine
- Opiates
- Oxycodone
- Steroids
- Spice/K2
Exhibit C

Student Athlete Mandatory Random Drug Testing

In providing specific levels to the testing vendor, they will be directed to use the following levels:
1. The threshold level for alcohol is: 500 ng/ml
2. The cutoff concentration for drug tests are outlined in the following table:

<table>
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<tr>
<th>Initial Test Analyte</th>
<th>Initial Test Cutoff Concentration</th>
<th>Confirmatory Test Analyte</th>
<th>Confirmatory Test Cutoff Concentration</th>
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</thead>
<tbody>
<tr>
<td>Marijuana metabolites</td>
<td>50 ng/mL</td>
<td>THCA $^1$</td>
<td>15 ng/mL</td>
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<tr>
<td>Cocaine metabolites</td>
<td>150 ng/mL</td>
<td>Benzoylecgonine</td>
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<td>Opiate metabolites</td>
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<td></td>
</tr>
<tr>
<td>Codeine/ Morphine $^2$</td>
<td>2000 ng/mL</td>
<td>Codeine</td>
<td>2000 ng/mL</td>
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<tr>
<td>6-Acetylmorphine $^3$</td>
<td>10 ng/mL</td>
<td>6-Acetylmorphine</td>
<td>10 ng/mL</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>25 ng/mL</td>
<td>Phencyclidine</td>
<td>25 ng/mL</td>
</tr>
<tr>
<td>Amphetamines $^4$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMP/MAMP $^4$</td>
<td>500 ng/mL</td>
<td>Amphetamine</td>
<td>250 ng/mL</td>
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<tr>
<td>Methamphetamine $^5$</td>
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<td>Methamphetamine</td>
<td>250 ng/mL</td>
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<tr>
<td>MDMA $^6$</td>
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<tr>
<td>MDA $^7$</td>
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<td>MDEA $^8$</td>
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<td>250 ng/mL</td>
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$^1$Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA)
$^2$Morphine is the target analyte for codeine/morphine testing.
$^3$Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.
$^4$Methamphetamine is the target analyte for amphetamine/ methamphetamine testing.
$^5$To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.
$^6$Methylenedioxymethamphetamine (MDMA)
$^7$Methylenedioxymethamphetamine (MDA)
$^8$Methylenedioxymethylamphetamine (MDEA)

On an initial drug test, you must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, you must conduct a confirmation test.

On a confirmation drug test, you must report a result below the cutoff
concentration as negative and a result at or above the cutoff concentration as confirmed positive.
INFORMED CONSENT AGREEMENT FOR THE RANDOM DRUG TESTING OF STUDENT ATHLETES PURSUANT TO BP/AR 5131.61

Pursuant to Nevada Joint Union High School District’s Board Policy and Administrative Regulation 5131.61, in order for a student to participate in a covered extracurricular athletic activity, as listed below, the student or his/her parent or guardian if the student is a minor (under the age of 18), must consent to the District’s random drug testing policy. **No student will be allowed to participate in practice or competition until this informed consent agreement is completed, signed and filed with the District.**

By signing and dating this form, the student or the student’s parent or guardian, if the student is a minor, acknowledges that by participating in the indicated covered activity, the student willingly subjects himself/herself to the District’s random drug testing policy and procedure, as described in BP/AR 5131.61.

Student’s Name: ____________________

Please indicate which covered extracurricular athletic activities you plan on participating in during the 2013/2014 school year:

- Football  
- Cheer  
- Cross Country Boys  
- Cross Country Girls  
- Tennis Boys  
- Tennis Girls  
- Swim/Dive Boys  
- Swim/Dive Girls  
- Water Polo Boys  
- Water Polo Girls  
- Volleyball  
- Basketball Boys  
- Basketball Girls  
- Softball  
- Baseball  
- Track & Field Boys  
- Track & Field Girls  
- Soccer Boys  
- Soccer Girls  
- Badminton Boys  
- Badminton Girls  
- Golf Boys  
- Golf Girls  
- LaCrosse  
- Wrestling

By signing below, I acknowledge that I have received, read and understand the District’s BP/AR 5131.61, copies of which have been provided to me as a part of the Nevada Joint Union High School District Athletic Code, and I hereby give my consent to random drug and alcohol testing of the above-named student pursuant to the District’s BP/AR 5131.61.

__________________________  ________________________
Student Signature  Date

__________________________  ________________________
Signature Parent/Guardian of Minor Student  Date
ITEM "K"

INFORMATION ITEMS
Person completing this form: Trisha Dellis
Title: Assistant Superintendent

Quarterly Report Submission Date:
- May 2013
- August 2013
- November 2013
- February 2014

Date for information to be reported publicly at governing board meeting: August 14, 2013

No complaints were filed with any school in the district during the quarter indicated above.

Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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<tr>
<th>General Subject Area</th>
<th>Total No. of Complaints</th>
<th>Number Resolved</th>
<th>Number Unresolved</th>
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<tr>
<td>CAHSEE Intensive Instructional &amp; Services</td>
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</tr>
<tr>
<td>Totals</td>
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<td>0</td>
<td>0</td>
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</table>

Dr. Louise Johnson
Printed Name of Superintendent

Signature of Superintendent

Date
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION
AGENDA ITEM L(a)

DEPARTMENT: Superintendent’s Office MEETING DATE: August 14, 2013

SUBJECT:
Board / Superintendent Governance Workshop CHECK ONE:
For Discussion: X
For Action:
Report:
Recognition:

ACTION REQUESTED:

Schedule a Board / Superintendent Governance Workshop to discuss governance processes and establish goals for the superintendent’s evaluation for the 2013 – 14 school year.

RATIONALE/BACKGROUND:

Best practices in governance according to the California School Boards’ Association, the National School Boards’ Association and research in effective school district governance recommend that each time the team changes via the appointment of a new superintendent or the election of new school board member(s) that the team convene and discuss processes, protocols, and goals for our work together as a governance team. CSBA does such workshops and has materials that the superintendent and some board members have previously experienced. These materials have been around for many years. Recently, I have become acquainted with the work of Timothy Quinn and have been able to see the governance relationship through new eyes for “peak performing governance teams.”

In my induction plan, I established three goals for my first 100 days as superintendent. Goal 1 is “To develop a collaborative, trusting, productive relationship with the Board of Trustees.” One of the intended learning activities for me includes, “Hold a board retreat to discuss core values, matters of governance, communication protocols, roles, responsibilities, norms and expectations. Additionally I would like to establish goals for my first year evaluation which will normally be done by June first of each calendar year.

Often, in the superintendent search process, the search consultant will provide such a workshop as part of the process. I have spoken to Holly Hermansen, who is happy to do this for us. I suggested that we consider a Saturday morning so that we can have uninterrupted time to work through a process and establish our goals for the year as an interdependent governance team. Ms. Hermansen is available on the following dates, August 24, 2013; September 7, 2013; or October 7, 2013. Alternatively, we could schedule a different date or a weeknight and I would be happy to seek a different facilitator or we could work through the materials ourselves. I have placed this item on the agenda this evening for discussion to determine our next steps on how to proceed. Thank you for your consideration.