ITEM "G"

REPORTS/PRESENTATIONS
To: Board of Trustees  
From: Karen Suenram, Assistant Superintendent-Business Services  
Date: October 8, 2014  
Subject: Developer Fee Justification Study

Background
The State Allocation Board approves periodic adjustments to the maximum developer fee rate required by Government Code Section 65995(b)(3). The amount of the adjustment is determined by the change in the Class B construction index. State Law allows school districts to charge the maximum Level I fees if a Developer Fee Justification Study is completed and, thereby, justifies the fee. Below is a historical look at the fees charged by the high school and feeder districts

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The State Allocation Board did not increase the maximum Level I fee in 2010. The maximum fee allowable effective January 1, 2012, was $3.20 for residential and $0.54 for commercial/industrial. In consideration of the state and local economy, Nevada County school districts opted to not increase the fees in 2012.

The high school district and elementary school districts serve the same clientele. By agreement the elementary districts’ share 57% of the residential and commercial / industrial fees; the high school district’s share is 43%.

Presented for the Board’s consideration is the justification study as prepared by Jack Schreder and Associates. The majority of the elementary school districts in Western Nevada County also completed a similar study and will be recommending a fee increase. Note that the fees have not been increased since 2008 in recognition of the economic downturn. The District is now eligible to charge $3.36 per square foot for residential construction and $0.54 per square foot for commercial which represents respective increases of 13% and 15%. The high school district’s share would be $1.45 and $0.23.

The law requires a public hearing with appropriate notice given to the community. The notices have been duly prepared and delivered. There is a sixty-day waiting period subsequent to the public hearing. If the fee is approved by the Board, the increase would be implemented on January 1, 2015.

Recommendation
Staff recommends that the Board approve Resolution No. 7, Increasing School Facilities Fees as Authorized by Government Code Section 65955(b)(3), and to direct staff to implement the increase in Level I Developer Fees as authorized by law.
RESOLUTION NO. 07-14/15 (October 8, 2014, Regular Meeting)  
A RESOLUTION OF THE GOVERNING BOARD OF THE  
NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY  
GOVERNMENT CODE SECTION 65995 (b) 3

WHEREAS, Statute AB 2926 (Chapter 887/Statutes of 1986) authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against any development project for the reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its January 22, 2014, meeting, the State Allocation Board maintained the maximum fee authorized by Education Code Section 17620 to $3.36 per square foot of residential construction described in Government Code Section 65995(b)(1) and $0.54 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of $3.36 per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial and industrial development projects in the amount of $0.54 per square foot as described in Government Code Section 65995(b)(2). The mini-storage category of commercial/industrial justification has less impact than the statutory $0.54 per square foot commercial/industrial justification and should be collected at the justified rate of $0.03 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Nevada Joint Union High School District as follows:

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board’s regularly scheduled October 8, 2014, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District’s Developer Fee Implementation Study dated August 20, 2014, (hereinafter referred to as the “Plan”) and which formed the basis for the action taken pursuant to this Resolution.

2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:

A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities.
B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;

C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;

D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;

E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;

F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;

G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;

H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;

I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.

3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of $3.36 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of $0.54 per square foot for new commercial or industrial construction. The mini-storage category of commercial/industrial justification has less impact than the statutory $0.54 per square foot commercial/industrial justification and should be collected at the justified rate of $0.03 per square foot.

4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:

A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.

B. Any development project for which a final map was approved and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.

C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.

5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so
long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.

6. Implementation. For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.

7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).

8. Commencement Date. The effective date of this Resolution shall be January 2, 2015 which is more than 60 days following its adoption by the Board.

9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Nevada County and to the Planning Commission and City Council of the City of Nevada City and Grass Valley.

10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Nevada Joint Union High School District this 8th day of October, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
Kathy Schwarz
President, Governing Board
Nevada Joint Union High School District

ATTEST:

__________________________
Louise Johnson, Ed.D.
Secretary, Governing Board

Nevada Joint Union High School District
Level I Developer Fee Study
for
Nevada Joint Union High School District

August 20, 2014

Dr. Louise Johnson, Superintendent

Board of Trustees

Katy Schwarz, President
Richard Baker, Vice President
Wayne Klauer, Clerk
Georgie Coulter, Trustee
Jim Adams, Trustee

Prepared by:

Jack Schreder & Associates, Inc.
2230 K Street
Sacramento, CA 95816
916-441-0986
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EXECUTIVE SUMMARY

- Education Code Section 17620 authorizes school districts to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities provided the District can show justification for levying of fees.

- In January 2014, the State Allocation Board’s biennial inflation adjustment changed the fee to $3.36 per square foot for residential construction and $0.54 per square foot for commercial/industrial construction.

- The Nevada Joint Union High School District currently shares developer fees with its elementary feeder districts. The high school district collects 43% of the fee and its feeder districts collect 57% of the fee.

- The District is justified to collect $1.44 (43% of $3.36) per square foot of residential construction.

- The Nevada Joint Union High School District is justified to collect $0.23 (43% of $0.54) per square foot of commercial/industrial construction with the exception of mini storage. The mini storage category of construction should be collected at a rate of $0.03 per square foot.

- In general, it is fiscally more prudent to extend the useful life of an existing facility than to construct new facilities when possible. The cost to modernize facilities is approximately 41 percent of the cost to construct new facilities.

- The residential justification is based on the Nevada Joint Union High School District’s projected modernization need of $27,193,608 for students generated from residential development over the next 20 years and the projected residential square footage of 18,794,600.

- Based on the modernization need for students generated from projected residential development and the projected residential square footage, each
square foot of residential construction will create a school facilities cost of at least $1.45 ($27,193,608 / 18,794,600).

- The commercial/industrial justification is based on the Nevada Joint Union High School District's projected modernization need of $2,052,648 for students generated from commercial/industrial development over the next 20 years and the projected commercial/industrial square footage of 939,730.

- Based on the modernization need for students generated from projected commercial/industrial development and the projected commercial/industrial square footage, each square foot of commercial/industrial construction will create a school facilities cost of at least $2.18 ($2,052,648 / 939,730) with the exception of mini storage. The mini storage category of construction will create a school facilities cost of $0.03 per square foot.
INTRODUCTION

In September, 1986, the Governor signed into law Assembly Bill 2926 (Chapter 887/Statutes 1986) which granted school district governing boards the authority to impose developer fees. This authority is codified in Education Code Section 17620 which states in part "...the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities."

The Level I fee that can be levied is adjusted every two years according to the inflation rate, as listed by the state-wide index for Class B construction set by the State Allocation Board. In January of 1992, the State Allocation Board increased the Level 1 fee to $1.65 per square foot for residential construction and $.27 per square foot for commercial and industrial construction.

Senate Bill 1287 (Chapter 1354/Statutes of 1992) effective January 1, 1993, affected the facility mitigation requirements a school district could impose on developers. Senate Bill 1287 allowed school districts to levy an additional $1.00 per square foot of residential construction (Government Code Section 65995.3). The authority to levy the additional $1.00 was rescinded by the failure of Proposition 170 on the November 1993 ballot.

In January 1994, the State Allocation Board’s biennial inflation adjustment changed the fee to $1.72 per square foot for residential construction and $.28 per square foot for commercial/industrial construction.

In January 1996, the State Allocation Board’s biennial inflation adjustment changed the fee to $1.84 per square foot for residential construction and $.30 per square foot for commercial/industrial construction.

In January 1998, the State Allocation Board’s biennial inflation adjustment changed the fee to $1.93 per square foot for residential construction and $.31 per square foot for commercial/industrial construction.
In January 2000, the State Allocation Board’s biennial inflation adjustment changed the fee to $2.05 per square foot for residential construction and $0.33 per square foot for commercial/industrial construction.

In January 2002, the State Allocation Board’s biennial inflation adjustment changed the fee to $2.14 per square foot for residential construction and $0.34 per square foot for commercial/industrial construction.

In January 2004, the State Allocation Board’s biennial inflation adjustment changed the fee to $2.24 per square foot for residential construction and $0.36 per square foot for commercial/industrial construction.

In January 2006, the State Allocation Board’s biennial inflation adjustment changed the fee to $2.63 per square foot for residential construction and $0.42 per square foot for commercial/industrial construction.

In January 2008, the State Allocation Board’s biennial inflation adjustment changed the fee to $2.97 per square foot for residential construction and $0.47 per square foot for commercial/industrial construction.

In January 2010, the State Allocation Board’s biennial inflation adjustment maintained the fee at $2.97 per square foot for residential construction and $0.47 per square foot for commercial/industrial construction.

In January 2012, the State Allocation Board’s biennial inflation adjustment changed the fee to $3.20 per square foot for residential construction and $0.51 per square foot for commercial/industrial construction.

In January 2014, the State Allocation Board’s biennial inflation adjustment changed the fee to $3.36 per square foot for residential construction and $0.54 per square foot for commercial/industrial construction.

The next adjustment to the fee will occur at the January 2016 State Allocation Board meeting.
In order to levy a fee, a district must make a finding that the fee to be paid bears a reasonable relationship and be limited to the needs of the community for elementary or high school facilities and be reasonably related to the need for schools caused by the development. Fees are different from taxes and do not require a vote of the electorate. Fees may be used only for specific purposes and there must be a reasonable relationship between the levying of fees and the impact created by development.

In accordance with the recent decision in the Cresta Bella LP v. Poway Unified School District (2013 WL 3942961) court Case, school districts are now required to demonstrate that reconstruction projects will generate an increase in the student population thereby creating an impact on the school district’s facilities. School districts must establish a reasonable relationship between an increase in student facilities needs and the reconstruction project in order to levy developer fees.

Purpose of Study

This study will demonstrate the relationship between residential, commercial and industrial growth and the need for the modernization of school facilities in the Nevada Joint Union High School District.
SECTION I: DEVELOPER FEE JUSTIFICATION

Developer fee law requires that before fees can be levied a district must find that justification exists for the fee. Government Code Section 66001 (g) states that a fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with a general plan. This section of the study will show that justification does exist for levying developer fees in the Nevada Joint Union High School District.

Modernization and Reconstruction

Extending the useful life of a school is a cost effective and prudent way to house students generated from future development. The state of California recognizes the need to extend the life of existing schools and provides modernization funding through the State School Facility Program. For the purpose of this report, modernization and reconstruction are used interchangeably since many of the improvements are common to both programs, i.e. roofing, plumbing, heating, cooling, dry rot repair, infrastructure improvement, etc. Developer fees may not be used for regular maintenance, routine repair of school buildings and facilities or deferred maintenance. The authorization to justify modernization and modernization of school facilities and extend the useful life of existing schools is contained in Education Code Section 17620 and Government Code Section 66001 (g).

Modernization Need

As new students are generated by new development, the need to increase the useful life of school facilities will be necessary. In order to calculate the District’s estimated modernization need generated by students from new development, it is necessary to determine the following factors: the number of units included in proposed developments, the District student yield factor, and the per pupil cost to modernize facilities.
Proposed Development
According to the City of Nevada, City of Grass Valley, and the Nevada County Planning Departments, it is estimated that 8,543 residential units may be constructed within district boundaries over the next 20 years. The City of Nevada estimates 287 units, the City of Grass Valley estimates 1,307 units and Nevada County estimates 6,949 for a total of 8,543 residential units that may be constructed within district boundaries within the next 20 years. The School Facility Program allows districts to apply for modernization funding for classrooms over 20 years old, meaning that school facilities are presumed to be eligible for, and therefore need, modernization after that time period. It is therefore generally presumed that school facilities have a useful life span of 20 years before modernization is needed in order to maintain the same level of service as previously existed. The same would be true for modernization of buildings 20 years after their initial modernization. Therefore, the District’s modernization needs are considered over a 20 year period, and a 20 year projection has been included in the Study when considering the homes that will generate students for the facilities in question.

Student Yield
To identify the number of students anticipated to be generated by new residential development, a student yield factor of 0.2 has been utilized for the Nevada Joint Union High School District. The yield factor is based on State wide student yield averages calculated by the Office of Public School Construction.

Construction Cost
The construction cost per K-12 pupil is $38,715 (Appendix A). Table 1 shows the cost to construct facilities per K-12 pupil.
Table 1:  
Construction Costs

<table>
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<th>Grade Level</th>
<th>Construction Costs</th>
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<tr>
<td>9-12</td>
<td>$38,715</td>
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Modernization Cost
The cost to modernize facilities is 41.1 percent of new construction costs. The percentage is based on the comparison of the State per pupil modernization grant (including 3% for Americans with Disabilities and Fire, Life Safety improvements) and the State per pupil new construction grant. For example, the State provides $9,455 per K-6 pupil to construct new facilities and $3,600 to modernize facilities, which is 38.1 percent ($3,600 / $9,455) of the new construction grant amount. In addition, the State provides a minimum of three percent for ADA/FLS improvements which are required by the Department of State Architect’s (DSA) office. Based on the per pupil grant amounts and the ADA/FLS costs, the estimated cost to modernize facilities is 41.1 percent of the cost to construct facilities. The School Facility Program per pupil grant amounts are included in Appendix B.

The construction cost per 9-12 pupil is $38,715 and is outlined in Table 1 and included in Appendix A. Therefore, the per pupil cost to modernize facilities per 9-12 pupil is $15,912 ($38,715 x .411).

20 Year Modernization Need
The District’s estimated modernization need generated by students generated from new residential development is $27,193,608. The calculation is included in Table 2.
Table 2:
20 Year Modernization Need

<table>
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<tr>
<th>Proposed Development</th>
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<td>Student Yield</td>
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<tr>
<td>Students Generated</td>
<td>1,709</td>
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<tr>
<td>Per Pupil Modernization Cost</td>
<td>$15,912</td>
</tr>
<tr>
<td>Students Generated</td>
<td>x 1,709</td>
</tr>
<tr>
<td>Modernization Need</td>
<td>$27,193,608</td>
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</table>


Residential Development and Fee Projections

To show a reasonable relationship exists between the construction of new housing units and the need for modernized school facilities, it will be shown that residential construction will create a school facility cost impact on the Nevada Joint Union High School District by students generated from new development.

According to the City of Nevada, City of Grass Valley and the Nevada County Planning Departments, it is estimated that 8,543 units may be constructed over the next 20 years. The average square footage of the residential units is estimated at 2,200 square feet. An estimated 8,543 housing units, totaling 18,794,600 square feet (8,543 x 2,200) may be constructed in the District over the next 20 years. The amount of residential fees to be collected can be estimated based on the housing unit projections.

Based on the District's modernization need of $27,193,608 generated by students from residential construction and the total projected residential square footage of 18,794,600, residential construction will create a facilities cost of $1.45 per square foot. The calculation is included in Table 3. However, the statutory Level I fee for residential construction is $3.36 per square foot and the District has fee sharing agreements with its feeder districts. The high school district collects from 43% of the
fee and its feeders collect 57% of the fee. Therefore, the District is justified to collect $1.44 (43% of $3.36) per square foot of residential construction.

<table>
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<th>Modernization Need</th>
<th>Total Square Footage</th>
<th>Facilities Cost</th>
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<td>$27,193,608</td>
<td>18,794,600</td>
<td>$1.45</td>
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Commercial/Industrial Development and Fee Projections

In order to levy developer fees on commercial and industrial development, Assembly Bill 181 provides that a district "... must determine the impact of the increased number of employees anticipated to result from commercial and industrial development upon the cost of providing school facilities within the district. For the purposes of making this determination, the [developer fee justification] study shall utilize employee generation estimates that are based on commercial and industrial factors within the district, as calculated on either an individual project or categorical basis". The passage of Assembly Bill AB 530 (Chapter 633/Statutes 1990) modified the requirements of AB 181 by allowing the use of a set of state-wide employee generation factors. Assembly Bill 530 allows the use of the employee generation factors identified in the San Diego Association of Governments report entitled, San Diego Traffic Generators. This study, which was completed in January of 1990, identifies the number of employees generated for every 1,000 square feet of floor area for several development categories. These generation factors are shown in Table 4.

Table 4 indicates the number of employees generated for every 1,000 square feet of development and the number of district households generated for every employee in 11 categories of commercial and industrial development. The number of district households is calculated by adjusting the number of employees for the percentage of employees that live in the district and are heads of households.
Table 4:
Commercial and Industrial Generation Factors

<table>
<thead>
<tr>
<th>Type of Development</th>
<th>Employees Per 1,000 Sq. Ft.*</th>
<th>District Households Per Employee**</th>
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<tr>
<td>Medical Offices</td>
<td>4.27</td>
<td>.2</td>
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<tr>
<td>Corporate Offices</td>
<td>2.68</td>
<td>.2</td>
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<tr>
<td>Commercial Offices</td>
<td>4.78</td>
<td>.2</td>
</tr>
<tr>
<td>Lodging</td>
<td>1.55</td>
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<tr>
<td>Scientific R&amp;D</td>
<td>3.04</td>
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<tr>
<td>Industrial Parks</td>
<td>1.68</td>
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<tr>
<td>Industrial/Business Parks</td>
<td>2.21</td>
<td>.2</td>
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<tr>
<td>Neighborhood Shopping Centers</td>
<td>3.62</td>
<td>.3</td>
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<tr>
<td>Community Shopping Centers</td>
<td>1.09</td>
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<tr>
<td>Banks</td>
<td>2.82</td>
<td>.3</td>
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<tr>
<td>Agriculture</td>
<td>.31</td>
<td>.51</td>
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<tr>
<td>Average</td>
<td>2.55</td>
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* Source: San Diego Association of Governments.
** Source: Jack Schreder and Associates, Inc.

Based on data available for the purpose of determining the impact of mini-storage construction on the Nevada Joint Union High School District, it has been determined that mini storage construction has significantly less impact than other commercial/industrial construction. Mini storage construction generates .06 employees per 1,000 square feet of school construction. This information was provided by the San Diego Association of Governments, Traffic Generators, January 1990, and is cited for use in Education Code Section 17621(e)(1)(B).

The generation of .06 employees per 1,000 square feet and the utilization of the student generation rate per household, yields an impact of $0.03 per square foot of mini-storage construction. It is recommended that the Nevada Joint Union High School District levy a fee for mini-storage not to exceed $0.03 per square foot.
Historical data shows that commercial/industrial square footage represents approximately five percent of residential square footage. District residential projections indicate that 18,794,600 (Table 3) square feet of residential space will be constructed in the next 20 years. The five percent ratio represents 939,730 square feet of commercial and industrial development. Table 5 illustrates this calculation.

| Table 5: Projected Commercial/Industrial Fee Square Footage |
|-------------|----------------|------------------|
| Ratio       | Residential SF | Commercial SF    |
| 0.05        | 18,794,600 sf  | = 939,730 sf     |


According to the average employee generation factors in Table 4, commercial and industrial development will yield 2,396 new employees and 647 new district households over the next 20 years. Table 6 illustrates this calculation.

| Table 6: Projected Employees/District Households from Commercial/Industrial Development |
|-----------------------------------|----------------------------------------|-------------------------------|------------------|
| Commercial/Industrial SF          | Average Employees Per 1,000 SF          | New Employees                 | New Households   |
| 939,730/1,000                     | 2.55                                   | = 2,396                       | x .27 =          |

Number of Households = 647


The addition of 647 new households created by commercial and industrial development will impact Nevada Joint Union High School District with an estimated 129 (647 x .2) additional students. Based on the per pupil 9-12 modernization cost of
$15,912, the estimated cost to house 129 students generated from commercial/industrial construction is $2,052,648 ($15,912 x 129).

Based on the District’s modernization need of $2,052,648, generated by students from commercial/industrial construction and the total projected square footage of 939,730 square feet, commercial/industrial construction will create a facilities cost of $2.18 per square foot with the exception of mini storage. The mini storage category should be collected at a rate of $0.03 per square foot. However, the statutory Level I fee for commercial/industrial construction is $0.54 per square foot and the District has fee sharing agreements with its feeder districts. The District collects 43% of the fee and its feeders collect 57% of the fee. Therefore, the District is justified to collect $0.23 (43% of $0.54) per square foot of commercial/industrial construction with the exception of mini storage. The mini storage category of construction should be collected at the rate of $0.03 per square foot. The commercial/industrial calculation is included in Table 7.

<table>
<thead>
<tr>
<th>Modernization Need</th>
<th>Total Square Footage</th>
<th>Level I Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,052,648</td>
<td>939,730</td>
<td>$2.18</td>
</tr>
</tbody>
</table>


Summary

Based on the District’s modernization need of $27,193,608 generated by students from residential construction and the total projected residential square footage of 18,794,600, residential construction will create a facilities cost of $1.45 per square foot. However, the statutory Level I fee for residential construction is $3.36 per square foot and the District has fee sharing agreements with its feeder districts. The high school district collects from 43% of the fee and its feeders collect 57% of the fee.
Therefore, the District is justified to collect $1.44 (43% of $3.36) per square foot of residential construction.

Based on the District’s modernization need of $2,052,648 generated by students from commercial/industrial construction and the total projected square footage of 939,730, commercial/industrial construction will create a facilities cost of $2.18 per square foot with the exception of mini storage. The mini storage category should be collected at a rate of $0.03 per square foot. However, the statutory Level I fee for commercial/industrial construction is $0.54 per square foot and the District has fee sharing agreements with its feeder districts. The District collects 43% of the fee and its feeders collect 57% of the fee. Therefore, the District is justified to collect $0.23 (43% of $0.54) per square foot of commercial/industrial construction with the exception of mini storage. The mini storage category of construction should be collected at the rate of $0.03 per square foot.
SECTION II: BACKGROUND OF DEVELOPER FEE LEGISLATION

Initially, the allowable developer fee was limited by Government Code Section 65995 to $1.50 per square foot of covered or enclosed space for residential development and $.25 per square foot of covered or enclosed space of commercial or industrial development. The Level 1 fee that can be levied is adjusted every two years, according to the inflation rate as listed by the state-wide index for Class B construction set by the State Allocation Board. In January of 2014, the State Allocation Board changed the Level I fee to $3.36 per square foot of residential construction and $0.54 per square foot of commercial and industrial construction.

The fees collected are to be used by the school district for the construction or modernization of school facilities and may be used by the district to pay bonds, notes, loans, leases or other installment agreements for temporary as well as permanent facilities.

Assembly Bill 3228 (Chapter 1602/Statutes of 1990) added Government Code Section 66016 requiring districts adopting or increasing any fee to first hold a public hearing as part of a regularly scheduled meeting and publish notice of this meeting twice, with the first notice published at least ten days prior to the meeting.

Assembly Bill 3980 (Chapter 418/Statutes of 1988) added Government Code Section 66006 to require segregation of school facilities fees into a separate capital facilities account or fund and specifies that those fees and the interest earned on those fees can only be expended for the purposes for which they were collected.

Senate Bill 519 (Chapter 1346/Statutes of 1987) added Section 17625 to the Education Code. It provides that a school district can charge a fee on manufactured or mobile homes only in compliance with all of the following:

1. The fee, charge, dedication, or other form of requirement is applied to the initial location, installation, or occupancy of the manufactured home or mobile home within the school district.
2. The manufactured home or mobile home is to be located, installed, or occupied on a space or site on which no other manufactured home or mobile home was previously located, installed, or occupied.

3. The manufactured home or mobile home is to be located, installed, or occupied on a space in a mobile home park, on which the construction of the pad or foundation system commenced after September 1, 1986.

Senate Bill 1151 (Chapter 1037/Statutes of 1987) concerns agricultural buildings and adds Section 17622 to the Education Code. It provides that no school fee may be imposed and collected on a greenhouse or other space covered or enclosed for agricultural purposes unless the school district has made findings supported by substantial evidence as follows:

1. The amount of the fees bears a reasonable relationship and is limited to the needs for school facilities created by the greenhouse or other space covered or enclosed for agricultural purposes.

2. The amount of the fee does not exceed the estimated reasonable costs of the school facilities necessitated by the structures as to which the fees are to be collected.

3. In determining the amount of the fees, the school district shall consider the relationship between the proposed increase in the number of employees, if any, the size and specific use of the structure, as well as the cost of construction.

In order to levy developer fees, a study is required to assess the impact of new growth and the ability of the local school district to accommodate that growth. The need for new school construction and modernization must be determined along with the costs involved. The sources of revenue need to be evaluated to determine if the district can fund the new construction and modernization. Finally, a relationship between needs and funding raised by the fee must be quantified.
Assembly Bill 181 (Chapter 1109/Statutes of 1989) which became effective October 2, 1989, was enacted to clarify several areas of developer fee law. Assembly Bill 181 provisions include the following:

1. Exempts residential remodels of less than 500 square feet from fees.

2. Prohibits the use of developer fee revenue for routine maintenance and repair, most asbestos work, and deferred maintenance.

3. Allows the fees to be used to pay for the cost of performing developer fee justification studies.

4. States that fees are to be collected at the time of occupancy, unless the district can justify earlier collection. The fees can be collected at the time the building permit is issued if the district has established a developer fee account and funds have been appropriated for which the district has adopted a proposed construction schedule or plan prior to the issuance of the certificate of occupancy.

5. Clarifies that the establishment or increase of fees is not subject to the California Environmental Quality Act.

6. Clarifies that the impact of commercial and industrial development may be analyzed by categories of development as well as an individual project-by-project basis. An appeal process for individual projects would be required if analysis was done by categories.

7. Changes the frequency of the annual inflation adjustment on the Level I fee to every two years.

8. Exempts from fees - development used exclusively for religious purposes, private schools, and government-owned development.
9. Expands the definition of senior housing, which is limited to the commercial/industrial fee and requires the conversion from senior housing to be approved by the city/county after notification of the school district.

10. Extends the commercial/industrial fee to mobile home parks limited to older persons.
SECTION III: REQUIREMENTS OF AB 1600

Assembly Bill 1600 (Chapter 927/Statutes of 1987) adds Section 66000 through 66003 to the Government Code:

Section 66000 defines various terms used in AB 1600:

"Fee" is defined as monetary exaction (except a tax or a special assessment) which is charged by a local agency to the applicant in connection with the approval of a development project for the purpose of defraying all or a portion of the costs of public facilities related to the development project.

"Development project" is defined broadly to mean any project undertaken for purposes of development. This would include residential, commercial, or industrial projects.

"Public facilities" is defined to include public improvements, public services, and community amenities.

Section 66001 (a) sets forth the requirements for establishing, increasing or imposing fees. Local agencies are required to do the following:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.
Section 66001 (c) requires that any fee subject to AB 1600 be deposited in an account established pursuant to Government Code Section 66006. Section 66006 requires that development fees be deposited in a capital facilities account or fund. To avoid any commingling of the fees with other revenues and funds of the local agency, the fees can only be expended for the purpose for which they were collected. Any income earned on the fees should be deposited in the account and expended only for the purposes for which the fee was collected.

Section 66001 (d) as amended by Senate Bill 1693 (Monteith/Statutes of 1996, Chapter 569), requires that for the fifth year following the first deposit into a developer fee fund, and for every five years thereafter, a school district must make certain findings as to such funds. These findings are required regardless of whether the funds are committed or uncommitted. Formerly only remaining unexpended or uncommitted fees were subject to the mandatory findings and potential refund process. Under this section as amended, relating to unexpended fee revenue, two specific findings must be made as a part of the public information required to be formulated and made available to the public. These findings are:

1. Identification of all sources and amounts of funding anticipated to provide adequate revenue to complete any incomplete improvements identified pursuant to the requirements of Section 66001 (a)(2).

2. A designation of the approximate date upon which the anticipated funding will be received by the school district to complete the identified but as yet, incomplete improvements.

If the two findings are not made, a school district must refund the developer fee revenue on account in the manner provided in Section 66001 (e).

Section 66001 (e) provides that the local agency shall refund to the current record owners of the development project or projects on a prorated basis the unexpended or uncommitted portion of the fees and any accrued interest for which the local agency is unable to make the findings required by Section 66001 (d) that it still needs the fees.
Section 66002 provides that any local agency which levies a development fee subject to Section 66001 may adopt a capital improvement plan which shall be updated annually and which shall indicate the approximate location, size, time of availability and estimates of cost for all facilities or improvements to be financed by the fees.

*Assembly Bill 1600 and the Justification for Levying Developer Fees*

Effective January 1, 1989, Assembly Bill 1600 requires that any school district which establishes, increases or imposes a fee as a condition of approval of development shall make specific findings as follows:

1. A cost nexus must be established. A cost nexus means that the amount of the fee cannot exceed the cost of providing adequate school facilities for students generated by development. Essentially, it prohibits a school district from charging a fee greater than their cost to construct or modernize facilities for use by students generated by development.

2. A benefit nexus must be established. A benefit nexus is established if the fee is used to construct or modernize school facilities benefiting students to be generated from development projects.

3. A burden nexus must be established. A burden nexus is established if a project, by the generation of students, creates a need for additional facilities or a need to modernize existing facilities.
SECTION IV: REVENUE SOURCES FOR FUNDING FACILITIES

Two general sources exist for funding facility construction and modernization - state sources and local sources. The District has considered the following available sources:

State Sources
State School Facility Program

Senate Bill 50 reformed the State School Building Lease-Purchase Program in August of 1998. The new program, entitled the School Facility Program, provides funding under a “grant” program once a school district establishes eligibility. Funding required from districts will be a 50/50 match for construction projects and 60/40 (District/State) match for modernization projects. Districts may levy the current statutory developer fee as long as a district can justify collecting that fee. If a district desires to collect more than the statutory fee (Level 2 or Level 3), that district must meet certain requirements outlined in the law, as well as conduct a needs assessment to enable a higher fee to be calculated.

Local Sources
Mello-Roos Community Facilities Act

The Mello-Roos Community Facilities Act of 1982 allows school districts to establish a community facilities district in order to impose a special tax to raise funds to finance the construction of school facilities. At the present time, this alternative does not seem to be workable for the following reasons:

1. The voter approved tax levy requires a two-thirds vote by the voters of the proposed Mello-Roos district. It is not likely that two-thirds of the district would vote to impose such a special tax.

2. If a Mello-Roos district is established in an area in which fewer than twelve registered voters reside, the property owners may elect to establish
a Mello-Roos district. Currently the owners of major developments have not elected to establish a Mello-Roos district.

3. Should a Mello-Roos district be formed subsequent to the levying of developer fees, the Mello-Roos district may be exempt from such fees.

The Board may levy developer fees and provide flexibility for establishment of a Mello-Roos district in the future.

**General Obligation Bonds**

General Obligation (GO) bonds may be issued by any school district for the purposes of purchasing real property or constructing or purchasing buildings or equipment "of a permanent nature." Because GO bonds are secured by an ad valorem tax levied on all taxable property in the district, their issuance is subject to two-thirds voter approval or 55% majority vote under Proposition 39 in an election. School districts are obligated, in the event of delinquent payments on the part of the property owners, to raise the amount of tax levied against the non-delinquent properties to a level sufficient to pay the principal and interest coming due on the bonds.

**School District General Funds**

The district's general funds are needed by the district to provide for the operation of its instructional program. There are no unencumbered funds that could be used to construct new facilities or modernize existing facilities.

**Expenditure of Lottery Funds**

Government Code Section 8880.5 states: "It is the intent of this chapter that all funds allocated from the California State Lottery Education Fund shall be used exclusively for the education of pupils and students and no funds shall be spent for acquisition of real property, construction of facilities, financing research, or any other non-instructional purpose."
SECTION V: ESTABLISHING THE COST, BENEFIT AND BURDEN NEXUS

In accordance with Government Code Section 66001, the District has established a cost nexus and identified the purpose of the fee; established a benefit nexus, and a burden nexus:

Establishment of a Cost Nexus & Identify Purpose of the Fee

The Nevada Joint Union High School District chooses to construct and/or modernize facilities for the additional students created by development in the district and the cost for providing new and/or modernized facilities exceeds the amount of developer fees to be collected. It is clear that when educational facilities are provided for students generated by new residential, commercial and industrial development that the cost of new facilities exceeds developer fee generation, thereby establishing a cost nexus.

Establishment of a Benefit Nexus

Students generated by new residential, commercial and industrial development will be attending district schools. Housing District students in new and/or modernized facilities will directly benefit those students from the new development projects upon which the fee is imposed, therefore, a benefit nexus is established.

Establishment of a Burden Nexus

The generation of new students by development will create a need for additional and/or modernized school facilities. The District must carry the burden of constructing new facilities required by the students generated by future developments and the need for facilities will be, in part, satisfied by the levying of developer fees, therefore, a burden nexus is established.
SECTION VI: FACILITY FUNDING ALTERNATIVES

The District does not currently have funds to provide for the shortfall in modernization costs. We suggest the District continue to consider the following possible funding alternatives:

1. Participate in the State School Facility Program.

2. Explore voter approved General Obligation Bond election.
STATEMENT TO IDENTIFY PURPOSE OF FEE

It is a requirement of AB 1600 that the District identify the purpose of the fee. The purpose of fees being levied shall be used for the construction and/or modernization of school facilities. The District will provide for the construction and/or modernization of school facilities, in part, with developer fees.

ESTABLISHMENT OF A SPECIAL ACCOUNT

Pursuant to Government Code section 66006, the District has established a special account in which fees for capital facilities are deposited. The fees collected in this account will be expended only for the purpose for which they were collected. Any interest income earned on the fees that are deposited in such an account must remain with the principal. The school district must make specific information available to the public within 180 days of the end of each fiscal year pertaining to each developer fee fund. The information required to be made available to the public by Section 66006 (b) (1) was amended by SB 1693 and includes specific information on fees expended and refunds made during the year.

RECOMMENDATION

Based on the fee justification provided in this report, it is recommended that the Nevada Joint Union High School District levy residential development fees and commercial/industrial fees up to the statutory fee for which justification has been determined.
SOURCES


Collard, Gary. Lead Housing Analyst for Southern California. California State Department of Housing and Community Development.


Last, Thomas. Community Development Director, Grass Valley Planning Department.

Nevada City Planning Department.


Schreder, Jack and Associates, Inc. Original research.

APPENDIX A

CONSTRUCTION COSTS
<table>
<thead>
<tr>
<th>High School Facility Construction Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. Allowable Building Area</strong></td>
</tr>
<tr>
<td>A. Total Student Capacity</td>
</tr>
<tr>
<td>B. Building Area</td>
</tr>
<tr>
<td>1500 students @ 92sf/student</td>
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<tr>
<td>Speech/Resource Specialist</td>
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<tr>
<td>Total</td>
</tr>
<tr>
<td><strong>II. Site Requirements</strong></td>
</tr>
<tr>
<td>A. Purchase Price of Property (40 Acres)</td>
</tr>
<tr>
<td>Cost per Acre</td>
</tr>
<tr>
<td>B. Appraisals</td>
</tr>
<tr>
<td>C. Costs Incurred in Escrow</td>
</tr>
<tr>
<td>D. Surveys</td>
</tr>
<tr>
<td>E. Other Costs, Geo. and Soils Reports</td>
</tr>
<tr>
<td>Total-Acquisition of Site</td>
</tr>
<tr>
<td><strong>III. Plans</strong></td>
</tr>
<tr>
<td>A. Architect's Fee for Plans</td>
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<tr>
<td>B. OSA Plans Check Fee</td>
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<tr>
<td>C. School Planning, Plans Check Fee</td>
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<tr>
<td>D. Preliminary Tests</td>
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<tr>
<td>E. Other Costs, Energy Cons. &amp; Advertising</td>
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<tr>
<td>Total</td>
</tr>
<tr>
<td><strong>IV. Construction Requirements</strong></td>
</tr>
<tr>
<td>A. Utility Services</td>
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<tr>
<td>B. Off-site Development</td>
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<td>C. Site Development, Service</td>
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<td>D. Site Development, General</td>
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<td>E. New Construction</td>
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<tr>
<td>F. Unconventional Energy Source</td>
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<tr>
<td>Total Construction</td>
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<tr>
<td>Total Items II, III and IV</td>
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<td>Contingency 10%</td>
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<td>Construction Tests</td>
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<td>Inspection</td>
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<tr>
<td><strong>TOTAL ESTIMATED PROJECT COSTS</strong></td>
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<tr>
<td><strong>ESTIMATED COST PER STUDENT</strong></td>
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APPENDIX B

PER PUPIL GRANT AMOUNTS
## Grant Amount Adjustments

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<thead>
<tr>
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<th>Regulation Section</th>
<th>Current Adjusted Grant Per Pupil Effective 1-1-13</th>
<th>Current Adjusted Grant Per Pupil Effective 1-1-14</th>
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<tr>
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<td><strong>Modernization</strong></td>
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<td>State Special School – Severe</td>
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<td>Over 50 Years Old – Elementary</td>
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<td>Over 50 Years Old – State Special School – Severe</td>
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<td>$27,858</td>
<td>$27,873</td>
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</table>
NEVADA JOINT UNION HIGH SCHOOL DISTRICT

DATE: November 12, 2014

TO: Board of Trustees

FROM: Karen Suenram, Assistant Superintendent, Business Services

RE: Resolution #08-14/15, RESOLUTION AUTHORIZING THE ISSUANCE OF THE NEVADA JOINT UNION HIGH SCHOOL DISTRICT (NEVADA AND YUBA COUNTIES, CALIFORNIA) 2014 GENERAL OBLIGATION REFUNDING BONDS

BACKGROUND

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

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

The District now desires to refinance portions of the outstanding Prior Bonds (so refunded, the “Refunded Bonds”) through the issuance of general obligation refunding bonds (the “Refunding Bonds”) in an aggregate principal amount of not-to-exceed $7,500,000. All benefits from the refunding will be delivered to the property owners in the District. The final maturity of the Refunding Bonds will not be later than the maturity dates of the Refunded Bonds.

On September 10, 2014, the Board adopted Resolution No. 05-14/15 (the “Resolution No. 05-14/15”), which authorized the issuance and sale of general obligation refunding bonds pursuant to a private placement. Since the district has determined that it now desires to proceed with the issuance of Refunding Bonds pursuant to a negotiated sale, the Resolution rescinds Resolution no. 05-14/15.

(a) Resolution. This Resolution authorizes the issuance of the Refunding Bonds, in one or more series of federally taxable or federally tax-exempt bonds. The Resolution authorizes the issuance of the Bonds, specifies the basic terms, parameters and forms of the Bonds, and approves the form of Purchase Contract, Continuing Disclosure Certificate, Escrow Agreement and Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Bonds to be issued ($7,500,000), Section 4 of the Resolution states the maximum underwriting discount (0.7%) with respect to the Refunding Bonds, and authorizes the Refunding Bonds to be sold at a negotiated sale to George K. Baum & Company (the “Underwriter”). The Resolution authorizes the issuance of current interest bonds only.
(b) **Form of Purchase Contract.** Pursuant to the Purchase Contract, the Underwriter will agree to buy the Refunding Bonds from the District. All of the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Refunding Bonds, the final execution copy of the Purchase Contract will be prepared following this form.

(c) **Form of Preliminary Official Statement.** The Preliminary Official Statement ("POS") is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, transfer terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the tax levy), (v) information with respect to the District's tax base (upon which such ad valorem taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

(d) **Form of the Continuing Disclosure Certificate.** The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds, are obligated to procure from a bond issuer a covenant that such public agency will annually file “material financial information and operating data” with respect to such public agency. Such filings are required to be made through the web-based Electronic Municipal Market Access (“EMMA”) system maintained by the Municipal Securities Rulemaking Board (which is the federal agency that regulates “broker-dealers,” including investment bank firms that underwrite municipal obligation issuance). This requirement is expected to be satisfied by the filing of the District’s audited financial statements and other operating information about the District, in the same manner the District has filed in connection with prior bond issuances. The purpose of the law is to provide investors in the Bonds with current information regarding the District. Similar laws have governed the corporate debt market for many years.

(e) **Form of the Escrow Agreement.** Pursuant to the Escrow Agreement, proceeds from the sale of the Refunding Bonds in an amount sufficient to redeem the Refunded Bonds will be deposited in an escrow fund (the “Escrow Fund”) held by U.S. Bank National Association (acting as “Escrow Agent”). The monies in the Escrow Fund will be used by the Escrow Agent to refund all or a portion of the Prior Bonds on the first optional redemption date therefor following the sale of the Bonds. As a result of the deposit and application of funds so provided in the Escrow Agreement, the Refunded Bonds will be defeased and the obligation of Nevada and Yuba Counties to levy ad valorem property taxes for payment of the Refunded Bonds will cease.

**FISCAL IMPACT**

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

Staff recommends approval of Resolution #08-14/15, RESOLUTION AUTHORIZING THE ISSUANCE OF THE NEVADA JOINT UNION HIGH SCHOOL DISTRICT (NEVADA AND YUBA COUNTIES, CALIFORNIA) 2014 GENERAL OBLIGATION REFUNDING BONDS.
NEVADA JOINT UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 08-14/15

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

WHEREAS, a duly called election was held in the Nevada Joint Union High School District (the "District"), Nevada County (the "County") and Santa Cruz County (together with the County, the "Counties"), State of California, on March 5, 2002 and thereafter canvassed pursuant to law;

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

WHEREAS, pursuant to the Authorization, on September 21, 2005, the District caused the issuance of $7,500,000 of Nevada Joint Union High School District, Nevada County, California, Election of 2002 General Obligation Bonds, Series B (the "1998 Series B Bonds");

WHEREAS, pursuant to the Act, this Board of Trustees (the "Board") finds that the District is authorized to issue general obligation refunding bonds (the "Refunding Bonds") to refund all or a portion of the outstanding Prior Bonds (so refunded, the "Refunded Bonds");

WHEREAS, on September 10, 2014, this Board adopted Resolution No. 05-14/15 (the "Resolution No. 05-14/15"), which authorized the issuance and sale of general obligation refunding bonds pursuant to a private placement;

WHEREAS, the District has determined that it now desires to proceed with the issuance of Refunding Bonds pursuant to a negotiated sale, and therefore, desires to rescind Resolution No. 05-14/15;

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

WHEREAS, at this time the Board desires to appoint professionals related to the issuance of the Refunding Bonds.

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

SECTION 1. Purpose. To refund all or a portion of the outstanding principal amount of the Prior Bonds and to pay all necessary legal, financial, and contingent costs in connection therewith, the District hereby authorizes the issuance of the Refunding Bonds in an aggregate principal amount not-to-
exceed $7,500,000, in one or more Series of Taxable or Tax-Exempt Bonds (each as defined herein), to be styled as the "Nevada Joint Union High School District (Nevada and Yuba Counties, California) 2014 General Obligation Refunding Bonds," with appropriate Series designation if more than one Series of Refunding Bonds is issued. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Government Code.

SECTION 2. Paying Agent. The Board hereby appoints the Paying Agent, as defined herein, to act as paying agent, bond registrar, authentication agent and transfer agent for the Refunding Bonds on behalf of the District. The Board hereby authorizes the payment of the reasonable fees and expenses of the Paying Agent, as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Refunding Bonds may be paid in each year from ad valorem property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically Section 15232 of the Education Code.

SECTION 3. Terms and Conditions of Sale. The Refunding Bonds are hereby authorized to be sold at a negotiated sale upon the direction of the Superintendent of the District or the Assistant Superintendent, Business Services of the District. The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The form of contract for purchase and sale of the Refunding Bonds (the "Purchase Contract"), by and between the Underwriter (as defined herein) and the District, substantially in the form on file with the Secretary to the Board, is hereby approved and the Superintendent, the Assistant Superintendent, Business Services and such other officer or employee of the District as may be designated for such purpose (collectively, the "Authorized Officers"), each alone, are hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that (i) the maximum interest rates on the Refunding Bonds shall not exceed that authorized by law, and (ii) the underwriting discount, excluding original issue discount, shall not exceed 0.7% of the aggregate principal amount of the Refunding Bonds actually issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to $7,500,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

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

(a) "Act" has the meaning set forth in the recitals hereto.

(b) "Authorizing Documents" means the authorizing resolution(s), indenture, agreement or other legal document(s) pursuant to which the Prior Bonds were authorized and issued.

(c) "Beneficial Owner" means, when used with reference to book-entry Refunding Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Refunding Bonds pursuant to the arrangements for book-entry determination of ownership applicable to the Depository.

(d) "Bond Insurer" means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Refunding Bonds.
(e) "Bond Payment Date" means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing February 1, 2015 with respect to the interest on the Refunding Bonds, and August 1 of each year thereafter, commencing August 1, 2015 with respect to the principal payments on the Refunding Bonds.

(f) "Bond Register" means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Refunding Bonds will be recorded.

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

(h) "Continuing Disclosure Certificate" means that certain contractual undertaking executed by the District in connection with the issuance of the Refunding Bonds pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance of the Refunding Bonds, as amended from time to time in accordance with the provisions thereof.

(i) "Counties" means, collectively, Nevada and Yuba Counties, California.

(j) "Date of Delivery" means the date of initial issuance and delivery of the Refunding Bonds, or such other date as shall be set forth in the Purchase Contract or Official Statement.

(k) "Depository" means, the entity acting as securities depository for the Refunding Bonds pursuant to Section 6(c) hereof.

(l) "DTC" means The Depository Trust Company, New York, New York, 55 Water Street, New York, New York 10041, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Refunding Bonds.

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

(n) "Escrow Agreement" means that certain agreement relating to the deposit and investment of funds to refund the Refunded Bonds, by and between the District and the Escrow Agent.

(o) "Federal Securities" means securities as permitted, in accordance with the Authorizing Documents, to be deposited with the Escrow Agent for the purpose of defeasing the Prior Bonds.

(p) "Holder" or "Owner" means the registered owner of a Refunding Bond as set forth in the Bond Register maintained by the Paying Agent pursuant to Section 6 hereof.

(q) "Information Services" means Financial Information, Inc.'s “Financial Daily Called Bond Service; Standard & Poor's J.J. Kenny Information Services’ Called Bond Service; or Mergent Inc.'s Called Bond Department.

(r) "Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the District.
"Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

"Official Statement" means the Official Statement for the Refunding Bonds, as described in Section 17 hereof.

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

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

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

(iii) Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with Section 19 of this Resolution.

"Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

"Paying Agent" means initially The Bank of New York Mellon Trust Company, N.A., or any other Paying Agent as shall be named in the Purchase Contract or Official Statement, and afterwards any successor financial institution, acting as paying agent, transfer agent, authentication agent and bond registrar for the Refunding Bonds.

"Record Date" means the close of business on the fifteenth day of the month preceding each Bond Payment Date.

"S&P" means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, its successors and their assigns, or, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the District.

"Series" means any Refunding Bonds executed, authenticated and delivered pursuant to the provisions hereof and identified as a separate series of bonds.

"Taxable Bonds" means any Refunding Bonds not issued as Tax-Exempt Bonds.

"Tax-Exempt Bonds" means any Refunding Bonds the interest on which excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the purchasers of such Refunding Bonds.

"Term Bonds" means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in the Purchase Contract.

"Treasurer" means the Treasurer-Tax Collector of the County or other comparable officer of the County.
SECTION 6. Terms of the Refunding Bonds.

(a) Denomination, Interest, Date of Delivery. The Refunding Bonds shall be issued as fully-registered bonds, registered as to principal in denominations of $5,000 or any integral multiple thereof. The Refunding Bonds will be initially registered to “Cede & Co.” as the Nominee of DTC.

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

No Refunding Bond shall mature later than the final maturity date of the Refunded Bonds to be refunded from proceeds of such Refunding Bond.

(b) Redemption.

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

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

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Refunding Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Refunding Bond to be redeemed in part shall be in the principal amount of $5,000 or any integral multiple thereof.

The Purchase Contract may provide that (i) in the event that a portion of any Term Bond is optionally redeemed pursuant to Section 6(b)(i) hereof, the remaining sinking fund payments shall be reduced proportionately or as otherwise directed by the District, in integral multiples of $5,000, in respect to the portion of such Term Bond optionally redeemed, or (ii) within a maturity, Refunding Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

(iv) Redemption Notice. When the optional redemption is authorized or required pursuant this Resolution, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Paying Agent; the redemption price; the CUSIP numbers (if any) assigned to the
Refunding Bonds to be redeemed, the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the principal amount of such Refunding Bond to be redeemed; and the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest thereon shall cease to accrue.

With respect to any Redemption Notice of Refunding Bonds pursuant to this section, unless upon the giving of such notice such Refunding Bonds shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the principal of, premium, if any, and interest on, such Refunding Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, the Refunding Bonds shall not be subject to redemption on such date and the Refunding Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter give notice, to the persons to whom and in the manner in which the Redemption Notice was given, that such moneys were not so received.

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

(A) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(B) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to the Depository.

(C) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

(D) Such Redemption Notice shall be given to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent or District that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon, or on the Refunding Bonds.
(v) **Partial Redemption of Refunding Bonds.** Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in principal amounts to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) **Effect of Redemption Notice.** Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 19 hereof, so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

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

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

(c) **Book-Entry System.**

(i) **Election of Book-Entry System.** The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination. The ownership of each such Refunding Bond shall be registered in the Bond Register maintained by the Paying Agent in the name of the Nominee, as nominee of the Depository and ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Refunding Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant
with respect to any ownership interest in the Refunding Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to the Refunding Bonds, including any Redemption Notice; (iii) the selection by the Depository and its Participants of the beneficial interests in the Refunding Bonds to be prepaid in the event the District redeems the Refunding Bonds in part; (iv) or the payment by the Depository or any Participant or any other person, of any amount with respect to principal of, premium, if any, or interest on the Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each Refunding Bond is registered in the Bond Register as the absolute Owner of such Refunding Bond for the purpose of payment of principal of, premium, if any, and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, premium, if any, and interest on the Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word “Nominee” in this Resolution shall refer to such nominee of the Depository.

1. **Delivery of Letter of Representations.** In order to qualify the Refunding Bonds for the Depository’s book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository's book-entry program.

2. **Selection of Depository.** In the event (i) the Depository determines not to continue to act as securities depository for the Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).
3. **Payments and Notices to Depository.** Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Refunding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or Paying Agent with respect to principal of, premium, if any, or interest on the Refunding Bonds and all notices with respect to such Refunding Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed or required by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. **Transfer of Refunding Bonds to Substitute Depository.**

   (A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

   (1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

   (2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

   (3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

   (B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Refunding Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

   (C) In the case of a partial redemption or advance refunding of any Refunding Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository’s failure to make such notations or errors in making such notations.
(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

SECTION 7. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the President of the Board, or such other member of the Board authorized to sign on behalf of the President, by his or her manual or facsimile signature, and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, or the designees thereof, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

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

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

If any Refunding Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like Series, tenor, maturity and principal amount in exchange and substitution for the Refunding Bond so mutilated, but only upon surrender to the Paying Agent of the Refunding Bond so mutilated. If any Refunding Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the
Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Refunding Bond of like Series, tenor, maturity and principal amount in lieu of and in substitution for the Refunding Bond so lost, destroyed or stolen (or if any such Refunding Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Refunding Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Refunding Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

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

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

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

**SECTION 9. Payment.** Payment of interest on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer or by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose or on or before the Record Date. The Owner in an aggregate principal amount of $1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The redemption price payable on the Refunding Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The interest on, principal of and premiums, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. The Refunding Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property subject to taxation within the District, which taxes shall be without limit as to rate or amount.
SECTION 10. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the form attached as Exhibit A, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement.

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

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

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the “Nevada Joint Union High School District, 2014 General Obligation Refunding Bonds Debt Service Fund” (the “Debt Service Fund”) for the Refunding Bonds and used only for payments of principal of and interest on the Refunding Bonds. The Debt Service Fund shall be held by the County, and shall contain subaccounts thereof, with appropriate Series designation, to the extent the Refunding Bonds are sold in more than one Series. A portion of the premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the payment of cost of issuance of the Refunding Bonds, or some combination of deposits. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of such principal and interest to the Beneficial Owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal of and interest on the Refunding Bonds when due.
SECTION 13. Rebate Fund.

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

(b) Deposits.

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

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

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

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the District.
(d) **Withdrawal for Payment of Rebate.** Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

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

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

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

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

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

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

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

**SECTION 14. Security for the Refunding Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, and which moneys, pursuant to Government Code Sections 5450 and 5451, are hereby pledged to the payment of the principal of and interest on the Refunding Bonds when and as the same fall due, and for no other purpose. The District covenants to cause the Counties to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section 14 and Section 53559 of the Act.
SECTION 15. Arbitrage Covenant. The District will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section.

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

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the principal of or interest on the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of principal of or interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims of past due interest, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the Outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

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

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

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

For purposes of this Section, “Government Obligations” shall mean:

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

**SECTION 20. Other Actions, Determinations and Approvals.**

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

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

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

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

(e) The Board hereby appoints George K. Baum & Company, as the Underwriter and Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel and Disclosure Counsel, all with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution as they relate to the terms of the Refunding Bonds may be amended by the Purchase Contract or the Official Statement; if the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Section 53558(b) of the Government Code.

(g) Resolution No. 05-14/15 adopted on September 10, 2014 is hereby rescinded.

SECTION 21. **Resolution to Treasurer.** The Secretary to the Board is hereby directed to provide a certified copy of this Resolution to the Treasurer immediately following its adoption.

SECTION 22. **Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the Date of Delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of the Continuing Disclosure Certificate appended to the form of Preliminary Official Statement on file with the Secretary to the Board as of the date hereof, and the Authorized Officers are hereby authorized to execute and delivery such Continuing Disclosure Certificate with such changes therein or modifications thereto as shall be requested by the Underwriter and as such Authorized Officer executing the same shall approve. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Refunding Bonds.

SECTION 23. **Recitals.** All the recitals in this Resolution above are true and correct and the Board so finds, determines and represents.
SECTION 24. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED, ADOPTED AND APPROVED this 12th day of November, 2014, by the following vote:

AYES: MEMBERS

NOES: MEMBERS

ABSTAIN: MEMBERS

ABSENT: MEMBERS

______________________________
President of the Board of Trustees

ATTEST:

______________________________
Secretary to the Board of Trustees
SECRETARY’S CERTIFICATE

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

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board duly and regularly and legally held at the regular meeting place thereof on November 12, 2014, of which meeting all of the members of the Board had due notice and at which a quorum was present.

An Agenda of said meeting was posted at least 72 hours before said meeting at a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda. A copy of said agenda is attached hereto.

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

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

Dated: November 12, 2014

__________________________
Secretary to the Board of Trustees
Nevada Joint Union High School District
The Nevada Joint Union High School District (the “District”) in Nevada and Yuba Counties, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the “Bond Payment Dates”), commencing February 1, 2015. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2015, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the “Registered Owner”) on the Register maintained by the Paying Agent, initially The Bank of New York Mellon Trust Company, N.A.. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the “Record Date”). The Owner of Refunding Bonds in the aggregate principal amount of $1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 et seq. (the “Act”) for the purpose of (i) refunding certain of the District’s outstanding Election of 2002 General Obligation Bonds, Series B; and (ii) paying all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on November 12, 2014 (the “Bond Resolution”). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both principal and interest solely from the proceeds of the levy of ad valorem property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.
The bonds of this issue comprise $________ Principal Amount of current interest bonds, of which this bond is a part (each a "Refunding Bond").

This bond is exchangeable and transferable for bonds of like tenor, maturity and principal amount and in authorized denominations at the designated office of the Paying Agent by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Refunding Bonds are not subject to optional redemption prior to maturity.

The Refunding Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption on August 1 of each year on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Refunding Bonds to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

<table>
<thead>
<tr>
<th>Redemption Dates</th>
<th>Principal Amounts</th>
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<tbody>
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</table>

TOTAL $________

The principal amount to be redeemed in each year shown above will be reduced proportionately or as otherwise directed by the District, in integral multiples of $5,000, by any portion of the Refunding Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

If less than all of the Refunding Bonds of any one maturity shall be called for redemption, the particular Refunding Bonds or portions thereof to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent in its discretion may determine; provided, however, that the portion of any Refunding Bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof. If less than all of the Refunding Bonds stated to mature on different dates shall be called for redemption, the particular Refunding Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order of maturity as directed by the District or, if the Paying Agent is not so directed, in the inverse order of maturity.

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

It is certified and recited that all acts and conditions required by the Constitution and laws of the
State of California to exist, to occur and to be performed or to have been met precedent to and in the
issuing of the bonds in order to make them legal, valid and binding general obligations of the District,
have been performed and have been met in regular and due form as required by law; that payment in full
for the Refunding Bonds has been received; that no statutory or constitutional limitation on indebtedness
or taxation has been exceeded in issuing the Refunding Bonds; and that due provision has been made for
levying and collecting ad valorem property taxes on all of the taxable property within the District in an
amount sufficient to pay principal of and interest on the Refunding Bonds when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security
or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]
IN WITNESS WHEREOF, the Nevada Joint Union High School District, Nevada and Yuba Counties, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Trustees of the District and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees of the District, all as of the date stated above.

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

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

COUNTERSIGNED:

__________________________ (Facsimile Signature)
   Secretary to Board of Trustees

CERTIFICATE OF AUTHENTICATION

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

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

By: ________________________________
   Authorized Representative
ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): __________________________________________________________________________ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: __________________________________________________________________________

Signature Guaranteed: __________________________________________________________________________

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

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

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

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

______________________________
(Facsimile Signature) Secretary to Board of Trustees

(Form of Legal Opinion)
ITEM "I"

CONSIDERATION OF CONSENT AGENDA
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Subtotal: $3000.00

Note: All amounts are in USD.
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<th>CLAIM WARRANT AND DISTRIBUTION TRANSMITAL</th>
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Note: The table above shows the details of various transactions for property-related services.
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CLAIMS WARRANT AND DISTRIBUTION TRANSMITTAL

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**Claim WARRANT AND DISTRIBUTION TRANSMITTED**
$557,321.98  TOTAL AMOUNT: $557,321.98

6T  WARRANT COUNT: 6T

TOTAL AMOUNT: $5,000.00

---

BATCH: 19  BATCH: 19  PND: 73  PND: 73  FOUNDATION PRIV-EQU TRUST PD

CLAIMS WARRANT AND DISTRIBUTION TRANSMITTED

PAGE NO. 21
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**Note:** Payable to the Order of S217.07.10
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**Batch: 21**

**Fund: 11 Adult Education Fund**

**Fund Code:** 8913

**Date:** 10/31/2014

**Amount:** 2.58.32

**Total Amount:** $335.02
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CLAIMS WAREHOUSE AND DISTRIBUTION TRANSMITTAL

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**WARRANT COUNT:** 2

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CLAIMS WARRANT AND DISTRIBUTION TRANSMITTAL
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CLAIMS WARRANT AND DISTRIBUTION TRANSFERS

Page No. 25
*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.) **Classified Personnel**

A) Hire of Cynthia Robertson, NUHS Food Service Worker, 3.75 hours/day, 9 mo/yr, effective 10/2/2014;

B) Increase in hours for Marla Burnham, NUHS Food Service Worker, to 3.75 hours/day, 9 mo/yr, effective 10/2/2014;

C) Hire of Adam Frye, NUHS Custodian, 8 hours/day, 12 mo/yr;

D) Change in position for Jeanine Atkins, to Network Systems Engineer, 8 hours/day, 12 mo/yr, effective 10/20/2014;

E) Hire of Sarah Dalimonte, NUHS Special Education Vocational Aide, 3 hours/day, 9.5 mo/yr;

F) Resignation of Julie Gregerson, NUHS Instructional Aide II - Special Education, effective 10/31/2014;

G) Hire of Kristyn McFarland, NUHS Food Service Worker, 3 hours/day, 9 mo/yr;

H) Hire of Victoria Takahashi-Higbee, NUHS Food Service Worker, 3 hours/day, 9 mo/yr;

2.) **Adult Education Personnel**

A) stipend for Julie Schibig-Madrona, CASAS Coordinator for the 2014/15 school year;

3.) **Temporary/Short Term/Substitute Personnel**

A) Hire of Julie Vanartsdalen, Substitute Instructional Aide II - Special Education, hours vary, as needed;

B) Change in coaching position for Eric Van Patten from Asst. Baseball to Head Baseball Coach, effective 2/10/2015;

**Coaching Personnel (DS=District stipend, ASB=ASB funded, V=Volunteer)**

*Nevada Union High School Winter Coaching Rosters*

**Boy’s Basketball** – Jeff Dellig, Head Varsity (DS); Guy Grever, Asst. (DS); Al Aragon, Asst. (V); Mark Casey, Asst. (DS); Justin Anthney, Asst. (V); Dennis Houlihan, Asst. (DS); Tyler Smith, Asst. (ASB-$3000); Kebob Thompson, Asst. (ASB-$1500); Brian Metreyon, Asst. (ASB-$1500); Brian Ellis, Asst. (ASB-$1500); Dan Murphy, Operations Director (ASB-$1000); Jamie St. John, Asst. (V);

**Girl’s Basketball** – John McDaniel, Head Varsity (DS); Gia Grim, JV Coach (DS); Jennifer Kril, Frosh Coach (DS); Randy Billingsley, Asst. (ASB-$1500); Adam Walton, Asst. (ASB-$1500); Kim Evan, Asst., (ASB-$1000); Steve Delhart, Asst. (ASB-$1000); Zach Wadman, Asst. (V); Becca Mijares, Asst. (ASB-$500); Doug Nickel, Asst. (V); Dan Murphy, Operations Director (ASB-$1000);

**Nordic Ski** – Derek McKay, Head Coach (V); Adams Lawrence, Asst. (V); Amy Van Voorst, Asst. (V); Tony Giacalone, Asst. (V);

**Alpine Ski** – Ken Ramirez, Head Coach (DS); Mitch Hendricksen, Asst. (V); Alex McDowell, Asst. (ASB-$1000);

**Snowboard** – Don Farber, Head Coach (ASB-$4250); Doug Felter, Asst. (ASB-$500);

**Wrestling** – Marlon Jefferson, Co-Head Coach (DS - Head coach stipend); Gary Sumner, Co-Head Coach (DS - Asst. Coach stipend); Matt Erdmann, Asst. (V); Wes Graves, Asst. (V);

**Cheerleading** – Kelly Grossman, Head Coach (DS); Kerry Shoberg, Asst. (splitting stipend with Grossman); Kortney Mathiesen, Asst. (ASB-$225);

**Bear River High School Winter Coaching Rosters**

**Men’s Basketball** – Duwayne Ganske, Head Coach (DS); Jason Bohrer, Asst. (DS); Rich Toschi, JV Coach (DS); Matt MacDonald, Frosh Coach (DS);

**Women’s Basketball** – Jeff Bickmore, Head Coach (DS); Dan Hicks, Asst. (ASB-$1000); Merlin Elders, Asst (DS); Chuck Nat, JV Coach (DS); Jack McCrory, Frosh Coach (DS);

**Wrestling** – Kevin Figueroa, Head Coach (DS); Greg Mitchell, Asst. (1/2 Split DS), Simone Julian, Asst. (1/2 Split DS), Damon Lazalier, Asst. (V);

**Cheer** – Jordan Scott, Head Coach (DS);
*c. Donation

Shall the Board accept the following donations?

1) $2800.00 from John Hubacz to Bear River High School Women’s Soccer program;
*d. Surplus

Shall the Board declare the following items as surplus and unusable?

1) Kohler Generator;
2) 208 damaged lockers;
October 20, 2014

NJUHSD Board
c/o Barbara Ross
11645 Ridge Road
Grass Valley, CA. 95945

Dear Board Members,

Please use this letter as an addendum to our Endowment Paperwork establishing the Ben Franklin Visual Arts Scholarships.

In addition to the established $500 scholarship for visual art, we would like to add $1,000 annually to allow for a $500 scholarship for photography, a $500 scholarship for clay, and a third $500 scholarship for art. The additional $1,000 would allow for individual scholarships in each field of study and continue for a period of 3 years to coincide with the length of the original scholarship established in May 2013 which established as a perpetual scholarship five years. The criteria for these additional scholarships are: graduating senior from Nevada Union High School, planning on pursuing a major in photography/art studio (with emphasis on either ceramics, glass, or sculpture)/or art. The student may be planning on attending any accredited 2 or 4-year college, university, or vocational school. Financial need is not a consideration. I would like the NUArt Board to make the selection of the recipients by jurying their portfolios.

I ask that you provide the recipient an award letter detailing how to claim the scholarship and that I be invited to present the scholarship at the school’s awards night program. My contact information is:

Craig McGovern
598 Sutton Way
Grass Valley, CA 95945
(530) 273-1348

Sincerely,

Craig McGovern, dba Ben Franklin
MEMORANDUM OF UNDERSTANDING
FOR
SWIMMING POOL FACILITIES USE

This Memorandum of Understanding ("MOU") is made and entered into as of the 12th day of November 2014, by and between the Nevada Joint Union High School District ("School"), the Bear River Recreation and Park District ("District"), and Northern Sierra Aquatics/Bear River Swimming Association ("NSA").

WHEREAS, the School and the District are parties to an existing agreement dated October 11, 2006, and Addendum dated January 17, 2007, ("Main Agreement"), for the joint use of the Bear River High School swimming pool and related facilities ("Pool Facilities"); and

WHEREAS, Section 7.0 of the Main Agreement provides that the School and District may arrange for use of the Pool Facilities by third parties; and

WHEREAS, pursuant to the Main Agreement the Pool Facilities are closed during the “Winter Season” from approximately November 15 through approximately February 6; and

WHEREAS, the District wishes to arrange for access and use of the Pool Facilities by Northern Sierra Aquatics/Bear River Swimming Association during the “Winter Season” under Section 7.0 of the Main Agreement and in accordance with the terms of this MOU.

THEREFORE, the parties agree as follows:

1. Northern Sierra Aquatics/Bear River Swimming shall be familiar with and observe all applicable provisions of the Main Agreement, which is incorporated herein by this reference.

2. The Pool Facilities shall be available to Northern Sierra Aquatics/Bear River Swimming Association under Section 7.0 of the Main Agreement on a non-exclusive basis during the "Winter Season."

3. Notwithstanding Section 7.2 of the Main Agreement, the Northern Sierra Aquatics/Bear River Swimming Association shall be covered under the insurance provided by the District pursuant to Section 12.0 of the Main Agreement. The District shall ensure that its insurance is amended or modified to comply with this provision.
4. Northern Sierra Aquatics/Bear River Swimming Association shall be solely responsible for all costs related to its use of the Pool Facilities under this MOU, including but not limited to all utilities costs, pool chemicals, and the cost of a School maintenance worker for one-hour per day (5-day work-week). Bear River Swimming Association shall reimburse the School for these costs within fifteen (15) days of the receipt of an invoice thereafter from the School.

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

By __________________________
Karen L. Suennam, Assistant Superintendent

BEAR RIVER RECREATION AND PARK DISTRICT

By __________________________

NORTHERN SIERRA AQUATICS/BEAR RIVER SWIMMING ASSOCIATION

By __________________________
Ethan A Green 10/12/14
NEVADA JOINT UNION HIGH SCHOOL
JOINT VENTURE AGREEMENT

This agreement is being initiated by Caitlin, Instructor for the Nevada Joint Union High School District, in her capacity as the Chief Executive Officer of the Nevada Joint Union High School District ("NJUHSD"), hereinafter referred to as "NJUHSD" and the following business partner, hereinafter referred to as "Company".

This agreement is entered into this 24th day of October, 2014, by and between Dr. Louise Johnson, Superintendent, in her capacity as the Chief Executive Officer of the Nevada Joint Union High School District ("NJUHSD"), hereinafter referred to as "NJUHSD" and the following business partner, hereinafter referred to as "Company".

| Company Name: Pleasant Valley Veterinary Center | Phone: 530-852-8443 |
| Address: 10711 Commercial Ave, Penn Valley, CA 95727 | Training Site Supervisor's Name: Linda Gehrike |
| Title: Hospital Manager |

In an effort to provide a quality job training experience for NJUHSD students and the Company, agree to the following:

1. Company agrees to provide training stations and practical instruction for NJUHSD sponsored students who are enrolled in the program and therefore considered "special employees" of NJUHSD and who are qualified and acceptable to Company. Company may reject students who are not qualified or are otherwise not acceptable.

2. Company may terminate the training of any student if the student does not perform satisfactorily, or if Company determines at any time that no suitable training is available. Company will advise the NJUHSD Instructor prior to taking such action.

3. Company shall not compensate students for any training activities.

4. The Company shall provide a thorough orientation about the work site and direct supervision by a designated employee who must be physically present at the training site while the student is in attendance.

5. NJUHSD, pursuant to the provision of Education Code Section 51769, shall be considered the employer under Division 4, commencing with Section 3200 of the Labor Code, and therefore agrees to secure Worker's Compensation Insurance for students during their training activities. NJUHSD agrees to accept all financial responsibility for Worker's Compensation Insurance claims under the terms of this policy.

6. NJUHSD shall provide direct supervision for students in the classroom and general supervision while they are under the direct supervision of a designated Company employee at the training site.

7. NJUHSD and the Company shall separately assume the responsibility for any property damage or loss caused by the student's actions whenever the student is under their direct supervision.

8. Company and NJUHSD shall work jointly in performing the following:

   a. Assign students to training stations that provide experiences consistent with the course curriculum.
   b. Provide supervision and a written plan of training activities that insure that assigned students may receive maximum education benefits.
   c. Maintain accurate records of the student's attendance and job skills performed while at their training site.
   d. Instruct students as to Company's rules and regulations to be adhered to while performing training activities.
   e. Counsel each student regarding problems that may arise pertaining to the student's training performance or behavior.
   f. Provide desirable training conditions that will not endanger the health, safety or welfare of students, including protection from discrimination and sexual harassment.
   g. Provide written performance ratings on each student performing training activities. NJUHSD shall provide the Company with the performance rating forms.

9. The Company shall:

   a. Consult the NJUHSD instructor assigned to each student by NJUHSD regarding problems that may arise pertaining to student's training performance and behavior.
   b. Permit the instructor of each student to observe the student while performing training activities hereunder.
   c. Not utilize the services of any students pursuant to this agreement to displace or replace any Company employee or impair existing contracts for services.

10. No student shall be denied participation in the NJUHSD program because of race, color, religion, sex, national origin, age, disability or political affiliation.

11. Either party may terminate this agreement at any time upon written notice to the other party.
Joint Venture Agreements shall be in effect for a period not to exceed three years. This Agreement will be in effect from July 1, 20___ through June 30, 20___.

All above provisions are agreed to by:

Louise Johnson, Ed.D.
Superintendent

Linda Schuette
Company Representative Signature

Hospital Manager
Title

10/27/14
Date

Nevada Jr. Union High School District 11645 Ridge Road, Grass Valley, CA 959453
NEVADA JOINT UNION HIGH SCHOOL
JOINT VENTURE AGREEMENT

This agreement is being initiated by Caitlin, Instructor for the Nevada Joint Union High School District Vet Science course.

This agreement is entered into this 23rd day of October 2014, by and between Dr. Louise Johnson, Superintendent, in her capacity as the Chief Executive Officer of the Nevada Joint Union High School District ("NJUHSD"), hereinafter referred to as "NJUHSD" and the following business partner, hereinafter referred to as "Company".

<table>
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<tr>
<th>Company Name</th>
<th>Phone</th>
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<tr>
<td>Mattheer Lodge Vet Hospital</td>
<td>530-272-6601</td>
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Address
11509 La Bell Avenue Rd
City, State, Zip
Grose Valley, CA 95945

Training Site Supervisor's Name
Sue Ann Larsen
Title: RNT

In an effort to provide a quality job training experience for NJUHSD students and the Company, agree to the following:

1. Company agrees to provide training stations and practical instruction for NJUHSD sponsored students who are enrolled in the program and therefore considered "special employees" of NJUHSD and who are qualified and acceptable to Company. Company may reject students who are not qualified or are otherwise not acceptable.

2. Company may terminate the training of any student if the student does not perform satisfactorily, or if Company determines at any time that no suitable training is available. Company will advise the NJUHSD Instructor prior to taking such action.

3. Company shall not compensate students for any training activities.

4. The Company shall provide a thorough orientation about the work site and direct supervision by a designated employee who must be physically present at the training site while the student is in attendance.

5. NJUHSD, pursuant to the provision of Education Code Section 51769, shall be considered the employer under Division 4, commencing with Section 3200 of the Labor Code, and therefore agrees to secure Worker’s Compensation Insurance for students during their training activities. NJUHSD agrees to accept all financial responsibility for Worker’s Compensation Insurance claims under the terms of this policy.

6. NJUHSD shall provide direct supervision for students in the classroom and general supervision while they are under the direct supervision of a designated Company employee at the training site.

7. NJUHSD and the Company shall separately assume the responsibility for any property damage or loss caused by the student’s actions whenever the student is under their direct supervision.

8. Company and NJUHSD shall work jointly in performing the following:
   a. Assign students to training stations that provide experiences consistent with the course curriculum.
   b. Provide supervision and a written plan of training activities that ensure that assigned students may receive maximum education benefits.
   c. Maintain accurate records of the student’s attendance and job skills performed while at their training site.
   d. Instruct students as to Company’s rules and regulations to be adhered to while performing training activities.
   e. Counsel each student regarding problems that may arise pertaining to the student’s training performance or behavior.
   f. Provide desirable training conditions that will not endanger the health, safety or welfare of students, including protection from discrimination and sexual harassment.
   g. Provide written performance ratings on each student performing training activities. NJUHSD shall provide the Company with the performance rating forms.

9. The Company shall:
   a. Consult the NJUHSD instructor assigned to each student by NJUHSD regarding problems that may arise pertaining to student’s training performance and behavior.
   b. Permit the instructor of each student to observe the student while performing training activities hereunder.
   c. Not utilize the services of any students pursuant to this agreement to displace or replace any Company employee or impair existing contracts for services.

10. No student shall be denied participation in the NJUHSD program because of race, color, religion, sex, national origin, age, disability or political affiliation.

11. Either party may terminate this agreement at any time upon written notice to the other party.
Joint Venture Agreements shall be in effect for a period not to exceed three years. This Agreement will be in effect from July 1, 2014, through June 30, 2017.

All above provisions are agreed to by:

Louise Johnson, Ed.D.
Superintendent

[Signature]
Company Representative Signature

Title

Date

10/24/14

Nevada Jr. Union High School District  11645 Ridge Road, Grass Valley, CA 959453
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM

DEPARTMENT: Curriculum & Instruction

SUBJECT: District Curriculum Committee Recommendations

MEETING DATE: November 12, 2014

CHECK ONE:
For Discussion: □
For Action: X
Report: □
Recognition: □

ACTION REQUESTED:

Approve the recommendations from the November 12, 2014 meeting of the District Curriculum Committee.

RATIONALE/BACKGROUND:

The District Curriculum Committee met on November 4, 2014 to consider several courses:

**Human Biology Honors**, submitted by Jeff Kiefer of the Nevada Union High School Science Department for grades 10-12. The course is not repeatable and satisfies the life science graduation requirement. The year-long course has a prerequisite of Biology and Chemistry (Chemistry can be taken concurrently with C or better). Pending UC approval for “d” - lab science credit.

**ROP Automotive Engineering**, submitted by 49er ROP Administrator Paula Stephan for grades 10-12 with no repetitions for credit. The year-long course is a one-period ROP course with prerequisites of Algebra II (or concurrently) and a biological science (B or better or pre-assessment). The course is approved for “d” credit through UC.

**Anatomy and Physiology of Animals and Plants**, submitted by Katy Alling of Nevada Union High School's Agriculture Department. The year-long course is for grades 10-12 and fulfills the life science graduation requirements. It has a prerequisite of Ag Biology or Biology. It is approved for “d” credit through UC.

**Names Changes**: The Committee also approved name changes for next year for the courses ROP Sport Medicine and ROP Advanced Sports Medicine to remove the ROP designation and be entitled Sports Medicine and Advance Sports Medicine.
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
COURSE OF STUDY

I. GENERAL COURSE DATA:

Proposed Year for New/Revised Course __2015-16__

Title of course: __Human Biology Honors____

Replaces existing course?   No   X Yes  (if yes, please complete next line)

Name of course being replaced: Anatomy and Physiology

Course # of existing course: 30240

What is the rationale for new course or change?

I have discovered that students find the human body fascinating. Over my 27 years of teaching, Biology has moved away from human anatomy and physiology due to the old state standards. I would like to offer a course in this field to give students greater science choices at NUHS and give them another reason to stay here through graduation. This course is geared towards students interested in the medical field but also just for general interest.

This course was originally taught from 2001-07 but has been dropped.

Curricular area:   X Department ___Science______  □ Non-Departmental

Grade level:   □ 9th   □ 10th   X 11th   X 12th

Length of course:   □ Semester   X Year-Long

Credits:   □ Variable   □ 5 credits   X 10 credits □ _______

Required for graduation:   X No   □ Yes

If ‘yes’, identify graduation requirement:   ____Life Science_____

Repetitions for credit:   X No   □ Yes   Maximum number of credits: _______

Prerequisite(s):   □ No   X Yes   Course(s):   Biology and Chemistry

(Chemistry Can be concurrently with a C or better)

Fulfills UC Requirement :   □ No   X Yes:   a:  e:  f:  g:

UC Approved:   X No   □ Yes   Date of approval: _____________

XPending approval for:   a:  b:  c:  d:  e:  f:  g:

CST Exam taken with course:   ___No longer applies_________

CTE SECTOR & PATHWAY: ___________No___________
II. COURSE OVERVIEW: (a general narrative description)

Note: block will expand as you enter description

This is an introductory course in human anatomy and physiology geared toward students interested in the medical, veterinary, nursing, dentistry and many other biological fields. This course includes a significant lab section that will cover animal dissections which help in the understanding of the principals and concepts needed for anatomy and physiology. This course covers five main areas: organization of the human body systems, principles of movement and support, control systems of the human body and maintenance and homeostasis of the human body. This is a rigorous course based on students’ previous success with Biology and Chemistry. It is the next step beyond these two college prep courses. I am applying to the UC Doorway in February for honors classification.

III. COURSE DESCRIPTION FOR eSCHOOL (140 characters max):

Note: block will expand as you enter description

This is an introductory course in human anatomy and physiology geared toward students interested in the medical, veterinary, nursing, dentistry and many other biological fields. This course includes a significant lab section that will cover animal dissections which help in the understanding of the principals and concepts needed for anatomy and physiology. This course covers five main areas: organization of the human body systems, principles of movement and support, control systems of the human body and maintenance and homeostasis of the human body.

IV. COURSE DESCRIPTION FOR COURSE BULLETIN:

Note: block will expand as you enter description

This is an introductory course in human anatomy and physiology geared toward students interested in the medical, veterinary, nursing, dentistry and many other biological fields. This course includes a significant lab section that will cover animal dissections which help in the understanding of the principals and concepts needed for anatomy and physiology. This course covers five main areas: organization of the human body systems, principles of movement and support, control systems of the human body and maintenance and homeostasis of the human body.

V. COURSE OUTLINE:

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<th>UNIT</th>
<th>MAJOR ASSIGNMENTS/PROJECTS</th>
<th>Next Generation Science and Common Core Standards</th>
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<td>1.</td>
<td>Fundamental life processes depend on a variety of chemical processes that are</td>
<td>Text reading Ch. 2 and 3; PowerPoint; laboratory investigations; computer simulations; current research; written</td>
</tr>
</tbody>
</table>
| carried out in specialized areas of human cells lead feedback mechanisms that control homeostasis. and practical assessment. | Ch. 2 pages 65-71  
Course Outline (CO): C3  
Ch. 2 pages 41-51  
CO: B5  
Ch. 3 page 58  
CO: C1  
Ch. 3 pages 74-77  
CO: C3  
Ch. 3 pages 58-77  
CO: C1 and C2  
Ch. 3 pages 61-77  
CO: C1 and C2  
Ch. 2 pages 38-51  
CO: C1 |
| a. Cells are enclosed by semipermeable membranes that regulate their interaction with their environment.  
b. Enzymes catalyze biochemical reactions without altering the reaction equilibrium. Enzymes are influenced by their environment.  
c. Prokaryotic, eukaryotic cells and viruses differ in their complexity and role.  
d. The Central Dogma of DNA, RNA and protein synthesis.  
e. The role of cellular organelles in both form and function in biochemical pathways.  
f. The role of cellular energy production and transfer through cellular respiration  
g. The synthesis, use and function of the macromolecules such as proteins, lipids, carbohydrates and nucleic acids. |  
2. **Clarify relationships about the role of DNA and chromosomes in coding instructions for characteristic traits passed from parent to offspring. This may result in new genetic combinations through meiosis, viable errors occurring during** | Textbook readings chapter 1, 2, 3  
PowerPoint, laboratory investigations, student research, presentations, modeling, and written and practical assessments.  
HS-LS1-1 AND 4  
HS-LS1-1 AND 4, HS-LS3-1, 2, 3 |
<table>
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<th>Replication and mutations caused by environmental factors.</th>
<th>Ch3 pages 67-71</th>
<th>CO: C3 and C9</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. The production of gametes through homolog separation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Random homolog segregation explains the probability that particular alleles will be randomly distributed in gametes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Genetic recombination occurs through crossing over, random homolog segregation and random fusion of gametes creating variation within a species.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. The randomness of genetic recombination leads to the ability to apply probability to predict genetic traits of parents and offspring.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Construct an explanation based on evidence for how the structure of DNA determines the structure of proteins and use a model to illustrate the role of mitosis and differentiation in producing and maintaining organisms.</td>
<td>Textbook readings and defense, PowerPoint, laboratory investigations, modeling and written and practical assessments.</td>
<td>HS-LS1-1 AND 4 HS-LS3-1 AND 2</td>
</tr>
<tr>
<td>a. Apply the genetic coding rules to predict amino acid sequences.</td>
<td>Ch. 2 pages 41-51</td>
<td></td>
</tr>
<tr>
<td>b. The general pathway of protein synthesis through ribosomes tRNA, tRNA and mRNA.</td>
<td>CO: B5</td>
<td></td>
</tr>
<tr>
<td>c. Specialization of cells is due to differing patterns of gene expression through hormones and neurotransmitters and other epigenetic signaling molecules.</td>
<td>Ch. 3 pages 41-77 and pages 89-90</td>
<td></td>
</tr>
<tr>
<td>d. Applying the base-pairing rules to DNA replication through semiconservative replication.</td>
<td>CO: C3, C9</td>
<td></td>
</tr>
<tr>
<td>e. The application of genetic engineering and its effects on humans through recombinant DNA technology, stem cell research, cloning, DNA electrophoresis and the application of proteomics and the human genome.</td>
<td></td>
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</tr>
<tr>
<td>4. Use mathematical or computational representations to support and revise explanations of factors affecting carrying capacity</td>
<td>Student-based current topic research and defense of that research through evaluation of the author's internet and data presented. Debate and role play.</td>
<td>HS-LS2-1,2,3,4,5,6,7</td>
</tr>
<tr>
<td>biodiversity and populations in ecosystems of different scales and their impact on the human population.</td>
<td></td>
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<tr>
<td>--------------------------------------------------</td>
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</tr>
<tr>
<td>Laboratory investigations, written and practical assessment.</td>
<td></td>
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</tr>
<tr>
<td>a. The impact of humans on local and global ecosystems through the lowering of carrying capacity.</td>
<td></td>
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</tr>
<tr>
<td>b. The effect on world ecosystems and on the human population of human-caused lowering of biodiversity.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. The cycling of matter and energy in aerobic and anaerobic conditions</td>
<td></td>
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<tr>
<td>d. The cycling of matter and energy among organisms and ecosystems and human impact on those cycles including pollution and climate change.</td>
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</tr>
<tr>
<td>e. There are complex interactions in ecosystems which maintain consistent numbers and types of organisms in stable conditions which have been altered by human impact resulting in new novel ecosystems.</td>
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<td></td>
</tr>
<tr>
<td>5. Communicate scientific information that common ancestry and evolution are supported by multiple lines of empirical data. This evidence is supported through four areas: (1) potential for species number to increase, (2) the heritable genetic variation of individuals in a species due to mutation and sexual reproduction, (3) competition for limited resources, (4) the proliferation of those organisms through differential survival due to survivability.</td>
<td></td>
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<tr>
<td>Student-based current topic research and defense of that research through evaluation of the author's intent and data presented. Debate and role play.</td>
<td></td>
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<tr>
<td>b. Support claims that changes in the environment, either naturally occurring or human-caused, may result in an alteration of natural selection.</td>
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<tr>
<td>HS-LS4-1,2,3,4,5,6</td>
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<tr>
<td>6. Illustrate the hierarchical organization of interacting systems that provide specific functions within multicellular organisms as well as provide evidence that feedback mechanisms maintain homeostasis. Students will know how</td>
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</tr>
<tr>
<td>a. The complementary processes of major body systems provide cells with oxygen and nutrients, and remove waste products.</td>
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</tr>
<tr>
<td>b. The nervous system mediates communication between different parts of the body and interactions with the environment by transmitting electrochemical impulses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. The individual functions and sites of secretion of digestive enzymes, acids, and bile salts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. The homeostatic role of the kidney in osmoregulation and nitrogenous waste removal as well as the role of the liver in blood detoxification and glucose balance.</td>
<td></td>
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<tr>
<td>e. The cellular and molecular basis of muscle contraction and function as well as the role of the skeletal system as support and body movement.</td>
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<tr>
<td>f. The endocrine system, including digestion, reproduction, and osmoregulation, provides internal feedback mechanisms for homeostasis at the cellular level through the organismal level.</td>
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<tr>
<td>Textbook readings chapters 1 through 16</td>
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<tr>
<td>PowerPoint, laboratory investigations, student research, presentations, modeling, and written and practical assessments.</td>
<td></td>
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</tr>
<tr>
<td>Ch. 3 pages 65-71</td>
<td></td>
<td></td>
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<tr>
<td>CO: C3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ch. 7 pages 192-203</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CO: G1-G4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ch. 14 pages 422-426</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CO: N3</td>
<td></td>
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<tr>
<td>Ch. 15 pages 442-455</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CO: N1-4, O1-3, J10-4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ch. 6 pages 159-167</td>
<td></td>
<td></td>
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<tr>
<td>CO: F2, E1-5</td>
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<tr>
<td>Ch. 9 and 10 pages 266-300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CO: I1-4, N4, O1-3, P1-7</td>
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</table>

<table>
<thead>
<tr>
<th>7. Organisms have a variety of</th>
</tr>
</thead>
<tbody>
<tr>
<td>Textbook readings chapters 4 and 12</td>
</tr>
<tr>
<td>HS-LS1-1,2,3</td>
</tr>
</tbody>
</table>
mechanisms to combat disease. As a basis for understanding human immune response, students will know how:

PowerPoint, laboratory investigations, student research, presentations, modeling, and written and practical assessments.

<table>
<thead>
<tr>
<th>a. Scientific inquiry is characterized by a common set of values that include logical thinking, precision, openness, mindedness, objectivity, skepticism, replicability of results, and honest and ethical reporting of findings. Students will create models, investigations and defense of inquiry in the following ways:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Select and use appropriate tools and technologies to produce quality results from modeling laboratory investigations.</td>
</tr>
<tr>
<td>b. Cite specific textual evidence to support analysis of science and technical texts and write informative/explanatory texts including scientific procedures, experiments and technical processes.</td>
</tr>
<tr>
<td>c. Develop and strengthen writing as needed by planning, revising, editing, rewriting or trying a new approach focusing on addressing what is most significant for a scientific purpose and audience.</td>
</tr>
<tr>
<td>d. Conduct short as well as sustained research and scientific investigative projects to answer questions or solve problems, narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.</td>
</tr>
<tr>
<td>e. Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the specific task, purpose and audience; integrate information into the text selectively to maintain the flow of ideas, avoid plagiarism, and overreliance on any one source and following a standard format for citation.</td>
</tr>
<tr>
<td>f. Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive)</td>
</tr>
</tbody>
</table>

RST-11-12.1, 12.7, 12.9, RST.9-10.8
WHST.9-12.2, 12.5, 12.7, 12.8, 12.9
WHST.11-12.78
MP2 AND 4
HSN-Q.A.2, AND 3
HSS-IC.A.1, HSS-IC.B.6
SL.11-12.4
HSF-IF.C.7
HSF-BF.A.1
g. Scientific modeling through the use of mathematics as well as graph functions expressed symbolically and showing key features of graphs with the use of technology.

h. Choose a level of accuracy appropriate to limitations on measurement when reporting quantities as well as defining appropriate quantities for the purpose of descriptive modeling.

i. Understand statistics as a process for making inferences about populations parameters based on a random sample from those populations well as evaluate reports based on data.

j. Synthesize information from a range of sources (e.g., test, experiments, simulations) into a coherent understanding of a process, phenomenon, or concept, resolving conflicting information when possible and also write arguments focused on science-based content.

VI. ASSESSMENT PRACTICES:

Note: block will expand as you enter description

Student-produced PowerPoint, laboratory investigations, student research, presentations, modeling, and written and practical assessments (lab practicals), performance of scientific inquiry, quality of student-designed investigation and execution of that design both written and performed.

Student-based current topic research and defense of that research through evaluation of the author's intent and data presented. Debate and role play.
II. TEXTBOOK(S) USED/COST:

1. List the textbook(s) that will be used for the course:
   
   Note: block will expand as you enter description

   Essentials of Anatomy and Physiology by Holt
   0.00

   Laboratory Manual to Accompany Anatomy and Physiology by Mosby
   0.00

   We have this book in the bookroom from when this course was previously taught. No books are needed.

2. Estimated cost of textbook(s).
   $0.00

III. APPROVAL PROCESS:

<table>
<thead>
<tr>
<th>Originator</th>
<th>Signature</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>[Signature]</td>
<td>11/3/14</td>
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</table>

<table>
<thead>
<tr>
<th>Department Head</th>
<th>Signature</th>
<th>Date</th>
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<td>[Signature]</td>
<td>11/3/14</td>
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<table>
<thead>
<tr>
<th>Department Admin.</th>
<th>Signature</th>
<th>Date</th>
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<td>11/3/14</td>
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<tr>
<th>Principal</th>
<th>Signature</th>
<th>Date</th>
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<td>[Signature]</td>
<td>11/3/14</td>
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</table>

| Indicate School Site | | |
|----------------------| | |
| Nevada Union High School | | |

<table>
<thead>
<tr>
<th>Site Curriculum</th>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td></td>
<td>[Signature]</td>
<td>11/3/14</td>
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</tbody>
</table>

| District Curriculum | | |

COMMENTS/FOLLOW-UP

Note: block will expand as you enter description
This course has been completely aligned to the Next Generation Science Standards as well as The Common Core Standards. I am also going to attempt to get it approved through UCOdoorway as an honors course.

Revised: 11/28/2011
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
COURSE OF STUDY

I. GENERAL COURSE DATA:

<table>
<thead>
<tr>
<th>New</th>
<th>Revision</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>□</td>
</tr>
</tbody>
</table>

Proposed Year for New/Revised Course 2015-2016

Title of course: Automotive Engineering (ROP)

Replaces existing course? □ No X Yes (if yes, please complete next line) Course # of existing course:

Name of course being replaced: __________________________

What is the rationale for new course or change?

To develop a program of study for the transportation pathway and provide new opportunities for engineering, science and technology students to apply learning using real world applications. This course incorporates and applies materials from Chemistry and Physics (Science Department); Geometry and Algebra (Math Department); Reading and Writing (English Department); economic principles and historical timelines of the automobile (Social Science Department); along with electronics and other such related courses/departments.

<table>
<thead>
<tr>
<th>Curricular area:</th>
<th>Department</th>
<th>ROP</th>
<th>□ Non-Departmental</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade level:</td>
<td>□ 9th</td>
<td>X 10th</td>
<td>X 11th</td>
</tr>
<tr>
<td>Length of course:</td>
<td>□ Semester</td>
<td>X Year-Long</td>
<td></td>
</tr>
<tr>
<td>Credits:</td>
<td>□ Variable</td>
<td>□ 5 credits</td>
<td>X 10 credits</td>
</tr>
</tbody>
</table>

Required for graduation: □ No X Yes

If 'yes', identify graduation requirement: __________________________

Repetitions for credit: □ No X Yes Maximum number of credits: _______

Prerequisite(s): □ No X Yes Course(s): Concurrent Enrollment in Algebra II Biological Science (or pre-assessment)


UC Approved: □ No X Yes Date of approval: September 2014

□ Pending approval for: a:□ b:□ c:□ d:□ e:□ f:□ g:□

CST Exam taken with course: NO

CTE SECTOR & PATHWAY: Transportation
II. COURSE OVERVIEW: *(a general narrative description)*

C Scientific principles, mathematical concepts and communication skills are taught through an activity-oriented approach. All students will explore mechanics, electronics, hydraulics, pneumatics, environmental, alternative forms of power, and computer design technologies. Student teams will progress through an articulated modular instructional system.

III. COURSE DESCRIPTION FOR eSCHOOL *(140 characters max):*

Automotive Engineering provides hands-on instruction in mechanics, electronics, hydraulics, pneumatics, environmental, alternative power, and computer design.

IV. COURSE DESCRIPTION FOR COURSE BULLETIN:

Automotive Engineering is a study of the interaction of science and technology as they apply to the automotive transportation system and the engineered sub-systems that responsible for the functioning of the automobile. These include integrated mechanical, electrical, chemical, and computer engineered systems. The mathematics and scientific concepts associated with these systems will also be explored. Students will develop their understanding of science, as it applies to the study of engineered automotive systems, by building on their knowledge of physics and mathematics while conducting investigative research. Students will be engaged in a theoretical program that integrates academic study with technical skills. This course is proposed to prepare and motivate students to pursue a post-secondary education in science and engineering programs.

V. COURSE OUTLINE:

<table>
<thead>
<tr>
<th>UNIT</th>
<th>MAJOR ASSIGNMENTS/PROJECTS</th>
<th>CALIFORNIA CONTENT STANDARDS ADDRESSED</th>
</tr>
</thead>
</table>
| I. CAREER ESSENTIALS | • Relate philosophy, purpose, and goals of ROP to individual needs.  
• Describe how course goals and objectives relate to individual | State: Career Technical Education:  
Industry Sector Knowledge and Performance Anchor Standards and Standards for Career Ready Practice  
California High School Exit Exam –  
CAHSEE: Language Arts |
<table>
<thead>
<tr>
<th>B. Communications</th>
<th>need/goals.</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Describe and exhibit skills needed for effective communication. Use active listening, clear reporting and professional equipment to communicate effectively.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>C. Career Planning and Management</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Employability Skills</td>
<td>Describe what is necessary to maintain employment. Be able to search for employment, write a resume and cover letter, complete a job application, and participate in a successful interview.</td>
</tr>
<tr>
<td>• Job Survival Skills</td>
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<tr>
<th>D. Technology Literacy Internet Safety</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>• Use technological resources to access, manipulate, and produce information, products and services. (Addressed in specific modules)</td>
<td></td>
</tr>
<tr>
<td>• Practice safe online behaviors.</td>
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</tr>
<tr>
<td>• Acknowledge that material downloaded from the internet without proper rights or payments is stolen.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>E. Thinking and Problem Solving Skills</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>• Identify the steps to problem solving and develop skills needed for critical thinking and solving problems.</td>
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</table>

<table>
<thead>
<tr>
<th>F. Health and Safety</th>
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</thead>
<tbody>
<tr>
<td>• Define basic safety rules in the classroom and workplace and be able to follow these rules in the workplace. Discuss health and safety policies, procedures, regulations, and practices, exhibit the proper use of equipment and handling of hazardous materials.</td>
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</table>

<table>
<thead>
<tr>
<th>G. Responsibility and Flexibility</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Diversity/Equity</td>
<td></td>
</tr>
<tr>
<td>• Harassment</td>
<td></td>
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<tr>
<td>• Customer Service</td>
<td></td>
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<tr>
<td>• Optional Student Activities</td>
<td>• Describe why it is important to address diversity in workplace and consequences if it is not.</td>
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<td></td>
<td>• Identify verbal, non-verbal, and physical types of harassment as defined by the state/federal law and determine appropriate behavior in the workplace.</td>
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<td></td>
<td>• Identify the components of good customer service and explain their worth in society.</td>
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<thead>
<tr>
<th>H. Ethics and Legal Responsibilities</th>
<th></th>
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<tbody>
<tr>
<td>• Work Ethics</td>
<td>• Define ethics and morals, and explain how these fit in the workplace.</td>
</tr>
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<td></td>
<td>• Describe the concept and application of</td>
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</tbody>
</table>

**ROP Desired Student Learner Outcomes**

- (L/A): Reading (R), Writing (W), Written & Oral Language Conventions (W/O)
<table>
<thead>
<tr>
<th>I. CAREER ESSENTIALS (Continued)</th>
<th>II. AUTOMOTIVE ENGINEERING</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Leadership and Teamwork</td>
<td>A. Automotive Engineering</td>
</tr>
<tr>
<td>• Discuss effective leadership</td>
<td>• Understand the history of</td>
</tr>
<tr>
<td>styles, key concepts of group</td>
<td>the transportation systems.</td>
</tr>
<tr>
<td>dynamics, team and individual</td>
<td>• Know the sources of power</td>
</tr>
<tr>
<td>decision making, the benefits</td>
<td>and energy in the</td>
</tr>
<tr>
<td>of workforce diversity, and</td>
<td>transportation systems.</td>
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<tr>
<td>conflict resolution.</td>
<td>• Demonstrate an</td>
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<tr>
<td></td>
<td>understanding of</td>
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<tr>
<td></td>
<td>renewable and non-renewable</td>
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<tr>
<td></td>
<td>energy sources.</td>
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<tr>
<td>J. Technical Knowledge and</td>
<td>• Explain the impact of</td>
</tr>
<tr>
<td>skills</td>
<td>the science and technologies</td>
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<tr>
<td>• All Aspects of the Industry</td>
<td>of the automobile on the</td>
</tr>
<tr>
<td>• Entrepreneurship</td>
<td>environment.</td>
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<td></td>
<td>• Adhere to safety rules</td>
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<td></td>
<td>and emergency guidelines.</td>
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<tr>
<td>K. Exit Activities</td>
<td></td>
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<tr>
<td>• Successful completion of all</td>
<td></td>
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<tr>
<td>course work, course evaluation</td>
<td></td>
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<tr>
<td>opportunity for feedback.</td>
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</tbody>
</table>

- State: Career Technical Education: Industry Sector Knowledge and Performance Anchor Standards and Standards for Career Ready Practice
- California High School Exit Exam – CAHSEE: Language Arts (L/A): Reading (R), Writing (W), Written & Oral Language Conventions (W/O)
- ROP Desired Student Learner Outcomes

A1.10 Transportation

A2.0 Energy & Utilities

6.0 Transportation
| B. Overview of Science for Engineering  
  • Mechanical Applications |  
  • Demonstrate correct lab procedures.  
  • Demonstrate the hands-on use of the fire extinguisher.  
  • Elements, atoms, molecules and compounds  
  • Speed and velocity  
  • Force, mass and acceleration  
  • Newton’s laws of motion  
  • Forces acting at a point  
  • Work, energy, power  
  • Potential and kinetic energy  
  • Friction  
  • Simple machines  
  • Torque  
  • Pressure in fluids  
  • Heat energy and transfer  
  • Thermal expansion  
  • Ideal gas laws  
  • Measurement of temperature  
  • Electric circuits  
  • Resistance variation  
  • Chemical effects of electricity  
  • Series and parallel networks  
  • Electromagnetism  
  • Alternating and direct voltages and currents  
  • Capacitors and inductors  
  • Electrical measuring instruments and measurements  
  • Mechanical engineering  
  • Electrical engineering  
  • Computer engineering  
  • Chemical engineering  
  • Mechanical  
  • Electrical  
  • Fluid  
  | B4.0 Engineering and Architecture  
  | B5.0 Engineering and Architecture  
  | C7.0, D11.0  
  | Building and Construction Trades  
  | B3.0 Engineering and Architecture  
  | (NATEF A-6)  
<p>| B4.0 Engineering and Architecture |</p>
<table>
<thead>
<tr>
<th>E. Applied Physics</th>
<th></th>
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</thead>
</table>
| • Simple Machines  | • Thermal  
|                   | • Environmental  
| • Fluid Systems    | • Friction, power, and torque  
|                   | • Wheel and axle, gears, and pulleys  
|                   | • Levers, screw, and wedge  
| • Quantitative Measurement | • Hydraulic fluid power system 
|                   | • Pneumatic fluid power system  
| • Measuring Tools and Systems | • Volts, amps, and watts 
|                   | • Resistance  
|                   | • Pounds per square inch  
|                   | • Torque  
|                   | • Friction  
|                   | • Metric and Standard (both fractional and decimal) |

<table>
<thead>
<tr>
<th>F. Engineering Fundamentals</th>
<th></th>
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</thead>
</table>
| • Problem Solving and Presentation | • Engineering components and systems  
|                   | • Laws of physics  
|                   | • Basic steps in solution of engineering problems  
|                   | • Communication skills and presentation of work  
| • Engineering Parameters   | • Physical dimensions of length and width  
|                   | • Mass and momentum  
|                   | • Force and stress  
|                   | • Temperature and heat transfer  
| • Energy and Power         | • Work, mechanical energy, thermal energy  
|                   | • First Law of Thermodynamics  
|                   | • Understanding power  
|                   | • Watts and horsepower  
|                   | • Efficiency  

<table>
<thead>
<tr>
<th></th>
<th>B5.0, D7.0 Engineering and Architecture</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>B2.2, C 8.0 , B 4.3, C2.3, C3.3 Transportation</td>
</tr>
<tr>
<td></td>
<td>B7.3 Energy &amp; Utility</td>
</tr>
<tr>
<td></td>
<td>B 2.2 B4.6 Transportation</td>
</tr>
<tr>
<td></td>
<td>B5.0 Engineering and Architecture</td>
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<tr>
<td></td>
<td>PS2 Physical Sciences</td>
</tr>
<tr>
<td></td>
<td>PS3 Energy-Physical Science</td>
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<tr>
<td></td>
<td>B4.0 &amp; B 5.0 Engineering and Architecture</td>
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<tr>
<td>G. Engineering Design</td>
<td>B3.0 Engineering and Architecture</td>
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<td>----------------------</td>
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</tr>
<tr>
<td>• Electronics Theory</td>
<td></td>
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<tr>
<td>• Solving Engineering</td>
<td></td>
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<tr>
<td>• Analysis Problems</td>
<td></td>
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<tr>
<td>• Design Process</td>
<td></td>
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<tr>
<td>• Working in teams</td>
<td></td>
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<tr>
<td>• Communication and</td>
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<tr>
<td>• Brainstorming</td>
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<tr>
<td>• Active listening</td>
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<td>• Time management</td>
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<td>• Resource allocation</td>
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<td>• Information</td>
<td></td>
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<tr>
<td>• Accessing</td>
<td></td>
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<tr>
<td>• Systems analysis</td>
<td></td>
</tr>
<tr>
<td>• Documentation and</td>
<td>B6.0 Engineering and Architecture</td>
</tr>
<tr>
<td>• Written reports</td>
<td></td>
</tr>
<tr>
<td>• Laboratory applications and problem solving</td>
<td></td>
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<tr>
<td>• Simulations</td>
<td></td>
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<tr>
<td>• Feedback</td>
<td></td>
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<tr>
<td>Binary</td>
<td></td>
</tr>
<tr>
<td>• Computer Operations</td>
<td></td>
</tr>
<tr>
<td>• Input, processing, memory, and output</td>
<td>5.11 Information and Communication</td>
</tr>
<tr>
<td>• Actuators</td>
<td>C6.0 Public Transportation</td>
</tr>
<tr>
<td>• Sensors</td>
<td></td>
</tr>
<tr>
<td>• CAN</td>
<td></td>
</tr>
<tr>
<td>• Multiplexing</td>
<td></td>
</tr>
<tr>
<td>• Analog/Digital operation</td>
<td></td>
</tr>
</tbody>
</table>
### VI. ASSESSMENT PRACTICES:

Assessment of student performance is based on individual abilities as they complete the work given. A combination of methods will be used to assess student progress. The methods include but are not limited to the following:

- Regular review of work/problem sets by science teacher
- Portfolios
- Teacher observation
- Student demonstrations
- Student work samples
- Written examinations
- Laboratory projects
- Applied concepts project
- SP2.org – an industry standard internet based assessment for Safety and Pollution Prevention
VII. TEXTBOOK(S) USED/COST:

1. List the textbook(s) that will be used for the course:

<table>
<thead>
<tr>
<th>Textbook</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active Physics, Transportation (2000), Author: A. Eisenkraft, Publisher:</td>
<td>$8.00</td>
</tr>
<tr>
<td>It's About Time, Inc.</td>
<td></td>
</tr>
<tr>
<td>Modern Automotive Technology (2004), Author: J.E. Duffy, Publisher:</td>
<td>$105.00</td>
</tr>
<tr>
<td>Goodheart-Wilcox</td>
<td></td>
</tr>
<tr>
<td>Engineering Fundamentals: An Introduction to Engineering, Saeed Moaveni,</td>
<td>$112.00</td>
</tr>
<tr>
<td>Thompson-Engineering, 2005</td>
<td></td>
</tr>
</tbody>
</table>

2. Estimated cost of textbook(s).                                      $ ROP to cover cost

VIII. APPROVAL PROCESS:

<table>
<thead>
<tr>
<th>Originator</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Head</td>
<td></td>
<td></td>
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<tr>
<td>Department Admin.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indicate School Site

Site Curriculum

District Curriculum

COMMENTS/FOLLOW-UP

Note: block will expand as you enter description

Revised: 11/28/2011
Key Assignments:
1. Students participate in a series of class competitions to demonstrate the use of the six simple machines to learn the trade-off between distance and speed.
   - In this assignment student teams will be asked to pick one of the six simple machines and demonstrate a physical exhibition with the mathematical calculations and computations (the mechanical advantage) to show its effectiveness while taking friction, load, force, surface area and distance into consideration. By doing the assignment, the students will develop an understanding of the relationship that exists between science and its application, they will also gain understanding of key elements of how concepts underlying a problem can lead to design of a viable solution, and by conducting research of the application of tools employed in the solution of problems and provide a written summary of 5-8 pages.

2. Students perform weekly reading and writing assignments related to how each automotive system is engineered. The objective of this assignment is to prepare students to maximize their learning by previewing the week’s lesson with research prior to the instructor’s teaching and demonstrations. Take the cooling system as an example of the engineering that goes into removing heat from the ICE

   - Students will be put into teams of six where they will be given an engineering analysis problem where they will apply all the necessary skills and academic knowledge, learned in this course, to resolve a purposed engineering problem.

This specific example is listed below which will highlight how a system is broken down for the students to use in analyzing problems (removal of heat after the combustion process has ended) and the solutions engineers have already designed to meet those problems. The students will then be given problems in hydraulics, pneumatics, electronics, etc. and their results will be compared to what engineers have already designed and built.

Most people believe there is only one cooling system in the automobile that being the liquid cooling system using primarily ethylene glycol derivatives. There are, in fact, Four separate and distinct Cooling Systems used to cool the modern automobile engine. Teaching the underlying principles of the Internal Combustion Engine (ICE) allows the students to focus on science and engineering principles as examples of what was required for the modern ICE to function.

First, students are taught the names of the parts, where they are located and the theory behind the operation of the ICE allowing for continued use. The test equipment required to diagnose are then shown and demonstrated to the students before they apply what they learned in a lab.
Briefly, air and fuel are mixed in their proper proportions inside the combustion chamber, ignited resulting in a rapid expansion of superheated air (most would call this an explosion which it is not) pushing the piston down providing the power to move the vehicle. Once we have used the heat of combustion for movement, this heat needs to be removed, quickly. The main cooling system of the ICE is the **Exhaust** system (over 50% of this heat is removed). The **Liquid Cooling** system surrounds the combustion chamber and removes approximately 35% of this heat. The **Lubrication** system cools about 8% of the heat at the upper parts of the ICE (camshafts, lifters, and the top of the valves) and the lower parts of the ICE (crankshaft, connecting rods, and the bottom of the pistons). The last 7% of the heat comes from **Convection** of the external parts of the ICE.

Using this theoretical training and demonstration, the students will work in the lab (following written procedures) to name the parts of the cooling system, explain its operation, analyze coolant strength and condition (using industry standard test strips), use computer based manuals to look up specifications and to pressure test the relief valve and the system integrity then analyze and write up the results.

3. Students diagram, investigate and evaluate the operating and engineering characteristics of the most common power and energy production systems used in motorized vehicles.
   - In this assignment, student teams will research an alternative fuel source and/or power source that will include the source for such fuel or power, cost, advantages, and disadvantages. They will then give a PowerPoint presentation and/or a physical demonstration of the concepts so that all students will share in the information. By doing the assignment, the students will develop an understanding of the relationship that exists between science and its application in the engineering and design of the automobile. They will also gain understanding of how concepts underlying a problem can lead to the design of a viable solution. The participants will utilize this project to develop critical thinking and problem solving skills by conducting research of the application of tools employed by engineers in the solution of problems and provide a written summary of 5-8 pages.

4. Students assemble a portfolio of all exercises. This would include the projects, labs and research of class for future use and/or study. This will include the summary write-ups of all the major assignments.

5. Students participate in team-based projects which give the students an idea of what the engineering process means in many different fields as it relates to the automobile.
   - This assignment will help students understand the different careers offered in the engineer fields and how they relate to each other and to the automobile. The students will be asked to compare and contrast four of the following engineering
branches; aerospace, chemical, civil, electrical, mechanical, industrial, computer, software, molecular, nanotechnology and mechatronics. They will then give a PowerPoint presentation of their findings. Students will utilize this project to develop critical thinking and problem solving skills by conducting research of the application of tools employed by engineers in the solution of problems, gain an understanding of the various fields of engineering, how they relate to each other and the automobile and provide a written summary of 5-8 pages. This assignment will also include a guest lecturer from a local engineering firm and/or local college.

Course Goals and/or Major Student Outcome:
Students will:
1. Develop an understanding of the relationship that exists between science and its application in the engineering and design of the automobile
2. Utilize project-based learning strategies to develop students’ critical thinking and problem-solving skills
3. Understand key elements of how concepts underlying a problem can lead to design and production of a viable solution
4. Conduct research and apply tools and technologies employed by engineers in the solution of problems
5. Gain an understanding of the various fields of engineering and how the design process may be applied to create new processes, products or systems that are environmentally friendly
6. Develop an awareness and understanding how the automobile’s history puts it in such prominence in our culture and how that may change with the advent of alternative forms of power applications

Course Objectives:
Students will:
• Develop an understanding of scientific and engineering design concepts and principles as they apply to the various systems of the automobile (such as cooling, lubrication, ignition, etc. systems that allow the automobile to function)
• Gain the ability to effectively communicate technical and professional information in written, oral, visual, and graphic forms
• Develop critical-thinking and problem-solving skills through direct experience in laboratory projects, in research investigation, and in inquiry-based activities
• Use technology as a daily tool for the collection, organization, manipulation, and presentation of data
• Apply mathematical skills, conceptual understanding, and applications as appropriate throughout Introduction to Engineering 1
• Understand professional and ethical responsibility
• Understand that engineering is solving problems by applying principles of mathematics, science, and technology
• Be proficient in communication skills necessary in the field of engineering
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
COURSE OF STUDY

I. GENERAL COURSE DATA:

<table>
<thead>
<tr>
<th>New</th>
<th>Revision</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Proposed Year for New/Revised Course 2015-2016

Title of course: Anatomy and Physiology of Animals and Plants

Replaces existing course? X No □ Yes *(if yes, please complete next line)*

Name of course being replaced: ____________________________

Course # of existing course: ____________________________

What is the rationale for new course or change?

A goal of the Nevada Union Agriculture Department is to create clearly defined pathways that prepare students for college and or career readiness. Offering Anatomy and Physiology of Animals and Plants allows for a more specific educational outcome for students interested in careers relating to Animal/Plant Science as well as allowing us to offer further coursework in the course sequence for Agriscience. This course bridges the gap between Agriculture Biology and Veterinary Science and is accessible to tenth and eleventh grade students who are not able to pursue Veterinary Science until their senior year. It also is a good fit for interested students who have completed Agriculture Biology but do not meet the math requisites to move into other lab science courses within Nevada Union.

Curricular area: x Department Agriculture □ Non-Departmental

Grade level: □ 9th x 10th x 11th x 12th

Length of course: □ Semester x Year-Long

Credits: □ Variable □ 5 credits x 10 credits □ __________

Required for graduation: x No □ Yes

If ‘yes’, identify graduation requirement: Fulfills Life Science Requirement

Repetitions for credit: x No □ Yes Maximum number of credits: 10 __________

Prerequisite(s): □ No x Yes Course(s): Ag Biology/Biology

Fulfills UC Requirement: □ No □ Yes: a: b: c: d: e: f: g:

UC Approved: □ No x Yes Date of approval: __________

□ Pending approval for: a: b: c: d: e: f: g:

CST Exam taken with course: ____________________________
II. COURSE OVERVIEW: (a general narrative description)

This course is designed to prepare students with relevant knowledge and competencies associated with animal and plant science disciplines within agriculture. Students will analyze both the structure and function of living things, both animals and plants through specifically focusing on species used for agricultural production. This course will also provide a study of common diseases of plants as well as small and large animals, the causes and means of prevention. Emphasis is placed on crop plants and mammals that are most important to human culture as we know it. Systems of focus include the skeletal, muscular, cardiovascular, Igumentary, reproductive, immune and digestive systems; and a comparative study of how plants accomplish a similar function. Students will explore these concepts through dissections, labs, simulations, research projects and hands-on experience. As a part of this course, students will be working with both plants and animals, studying environmental changes, nutrition requirements and behavior. This course will meet life science graduation requirements and will serve as part of the agriscience pathway. Due to the co-curricular nature of FFA (Future Farmers of America) and SAE ( Supervised Agriculture Experience) students will be required to participate in both FFA activates and SAE involvement, both of which are graded components of the course. Tests will be given regularly and students will be expected to participate in assignments, class discussion and other structured activities. Students will be expected to complete individual, and group projects as well as long term assignments.

III. COURSE DESCRIPTION FOR eSCHOOL (140 characters max):

This course serves students interested in careers in plant or animal science. The focus will be system structures of both the plant and animal kingdoms. CSU/UC Lab Science D.

IV. COURSE DESCRIPTION FOR COURSE BULLETIN:

This course is designed to prepare students with relevant knowledge and competencies associated with animal and plant science disciplines within agriculture. Students will analyze both the structure and function of living things, both animals and plants through specifically focusing on species used for agricultural production. This course will also provide a study of common diseases of both small and large animals, the causes and means of prevention. Emphasis is placed on mammals that are most important to human culture as we know it. Systems of focus include the skeletal, muscular, cardiovascular, Igumentary, reproductive, immune and digestive systems. Students will do so through dissections, labs, simulations, research projects and hands-on experience. As a part of this course, students will be working with both plants and animals, studying environmental changes, nutrition requirements and behavior. This course will meet life science graduation requirements and will serve as part of the agriscience pathway. Due to the co-curricular nature of FFA (Future Farmers of America) and SAE (Supervised Agriculture Experience) students will be required to participate in both FFA activates and SAE involvement, both of which are graded components of the course. Tests will be given regularly and students will be expected to participate in assignments, class discussion and other structured activities. Students will be expected to complete individual, and group projects as well as long term assignments.
<table>
<thead>
<tr>
<th>UNIT</th>
<th>MAJOR ASSIGNMENTS/PROJECTS</th>
<th>CALIFORNIA CONTENT STANDARDS ADDRESSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intro to AP of PA</td>
<td>A study of the role of animal and crop production and the development of societies around agriculture</td>
<td>Ag C1.0, 1.1-1.6</td>
</tr>
<tr>
<td></td>
<td>Use of microscopes</td>
<td></td>
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<td></td>
<td>Metric systems and conversions</td>
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<td></td>
<td>Lab tools identification</td>
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<td>Lab safety poster</td>
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<tr>
<td>Classifications</td>
<td>The nomenclature associated with plants and animals</td>
<td>Ag C4.0 4.1-4.5</td>
</tr>
<tr>
<td></td>
<td>Classification button activity</td>
<td>G1.0, G1.1-1.6</td>
</tr>
<tr>
<td></td>
<td>Terminology of plant species</td>
<td>G1.3</td>
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<td></td>
<td>Latin root create a plant and animal lab</td>
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<td></td>
<td>Terminology of animals species</td>
<td>G1.2</td>
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<td></td>
<td>Nomenclature Flow Chart</td>
<td>G1.3</td>
</tr>
<tr>
<td></td>
<td>Create a flow chart</td>
<td></td>
</tr>
<tr>
<td>Biological principals of</td>
<td></td>
<td>D3.0, D3.1-D3.5</td>
</tr>
<tr>
<td>animals and plants</td>
<td></td>
<td>G3.0, G3.1-G3.6</td>
</tr>
<tr>
<td>Review of processes such as</td>
<td>Punnent square worksheets</td>
<td>Ag C7.0</td>
</tr>
<tr>
<td>genetics. Practice with Punnent squares</td>
<td>Mitosis/meiosis illustration</td>
<td>C7.1-7.5</td>
</tr>
<tr>
<td>Review of plant parts and</td>
<td>Poster collage: analogies of plant parts.</td>
<td>G3.0, G3.1-G3.6</td>
</tr>
<tr>
<td>functions</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Skeletal/ Muscular/ Integumentary Systems | D3.0, D3.1-D3.5  
|  | G3.0, G3.1-G3.6  
| Name locate and describe functions of skeletal systems. | Recreate a chicken skeleton from boiled bones  
|  | Study of retail meat cuts and where they are located on a carcass  
|  | C6.0, C6.1, C6.2  
|  | D12.3, D12.4  
| Compare the skeletal and joint systems between livestock species and also plants. Discuss major genetic conformation issues. | View plant epidermis under a microscope  
|  | Beef tongue dissection  
|  | Production of a set of livestock evaluation reasons  
|  | C6.0, C6.1, C6.2  
|  | D5.1, D5.5  
| Nervous System | D3.0, D3.1-D3.5  
| Phototropism in plants- | The class will perform a phototropism experiment: Wavelength and light with plants  
|  | G3.4  
| Description of neuron, nerve impulse, synapse and explanation of reflex arc. Model of neuron. | Labeled brain cap project- possible livestock brain/spinal cord dissection  
|  | Eye dissection  
|  | C6.0, C6.1, C6.2  
| Study of the function of the spinal cord, somatic system/ autonomic nervous system and differentiate between the two. | Plant animal tissue lab  
|  | C6.0, C6.1, C6.2  
| The Endocrine system | D3.0, D3.1-D3.5  

<table>
<thead>
<tr>
<th><strong>Name locate and describe the functions of the endocrine system in animals and compare to endocrine function of plants.</strong></th>
<th>Animal breeding plan</th>
<th>G3.0, G3.1-G3.6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students will identify and determine the role of hormones in animal breeding practices and compare to the reproductive processes in plants.</td>
<td>Rooting hormone lab</td>
<td>D4.1-D4.5</td>
</tr>
<tr>
<td>Students will learn the specifics of hormone interaction in livestock species.</td>
<td>Observation/dissection of a livestock reproductive tract</td>
<td>D10.2, D11.3</td>
</tr>
<tr>
<td></td>
<td>Observation/dissection of a flower</td>
<td></td>
</tr>
<tr>
<td><strong>Cardiovascular and respiratory systems</strong></td>
<td></td>
<td>C6.0, C6.1, C6.2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>G3.0, G3.1-G3.6</td>
</tr>
<tr>
<td>Students will analyze the components, structure, function of the cardiovascular systems in livestock.</td>
<td>Livestock heart/lungs will be examined/dissected</td>
<td>D3.0, D3.1-D3.5</td>
</tr>
<tr>
<td></td>
<td>Virtual heart transplant</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Comparative lab between respiration in plants/animals.</td>
<td></td>
</tr>
<tr>
<td>Components/function/anatomy of blood-comparative to plants.</td>
<td>Model pint of blood with labelled components</td>
<td>D3.0, D3.1-D3.5</td>
</tr>
<tr>
<td><strong>Digestive system</strong></td>
<td>Participate in a lab-Transpiration in plants</td>
<td>G3.4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>D3.0, D3.1-D3.5</td>
</tr>
<tr>
<td>Activity</td>
<td>Description</td>
<td>Grade(s)</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Analyze and compare the digestive system/structure and function of components.</td>
<td>Children's book that explains animal digestive systems</td>
<td>G3.0, G3.1-G3.6</td>
</tr>
<tr>
<td>Compare and contrast digestion in monogastric vs. ruminant digestion</td>
<td>Animal diet research project</td>
<td>C6.0, C6.1, C6.2</td>
</tr>
<tr>
<td>Compare and contrast the specialization of dentition and digestive tracts.</td>
<td>Creation of a song representing digestion</td>
<td>C8.1-C8.5</td>
</tr>
<tr>
<td>Comparison between vascular systems of plants and animals.</td>
<td>Xylem and phloem lab</td>
<td>G3.4</td>
</tr>
<tr>
<td></td>
<td>Vascular system dissection lab</td>
<td></td>
</tr>
<tr>
<td>Lymphatic system</td>
<td></td>
<td>D3.0, D3.1-D3.5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>G3.0, G3.1-G3.6</td>
</tr>
<tr>
<td>Analyze the components, structure and function of the lymphatic system in livestock.</td>
<td></td>
<td>C6.0, C6.1, C6.2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>D 6.0, 6.1-6.7</td>
</tr>
<tr>
<td>Study plant disease and defense systems.</td>
<td>Lab - plant defenses</td>
<td>G2.3</td>
</tr>
<tr>
<td>Understand the role of vaccinations and common livestock diseases that are vaccinated for. Demonstrate giving</td>
<td>Demonstration of proper vaccinations, tail docking, castration, identification handling, parasite control and livestock fitting.</td>
<td>G2.3</td>
</tr>
<tr>
<td>Task</td>
<td>Code</td>
<td></td>
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<tr>
<td>----------------------------------------------------------------------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>Name locate and describe the functions of the parts of plant disease defense mechanisms.</td>
<td>G2.3</td>
<td></td>
</tr>
<tr>
<td><strong>Urinary System</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Analyze the components/structures and function of the urinary systems of livestock species.</td>
<td>D 4.0, D4.1-D4.5, G3.0, G3.1-G3.6</td>
<td></td>
</tr>
<tr>
<td>Identify structures and functions within the kidney</td>
<td>D3.1</td>
<td></td>
</tr>
<tr>
<td>Evaluate urine and blood as a measure of health</td>
<td>D2.4</td>
<td></td>
</tr>
<tr>
<td><strong>Reproduction System</strong></td>
<td></td>
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</tr>
<tr>
<td>Analyze the components/structures and function of the reproductive systems of livestock species.</td>
<td>C6.0, C6.1, C6.2, D3.0, D3.1-D3.5, D4.0, D4.1-4.5</td>
<td></td>
</tr>
<tr>
<td>Study and compare plant reproduction: asexual v. sexual and demonstrate understanding of the application in the industry</td>
<td>G2.4</td>
<td></td>
</tr>
<tr>
<td>Understand animal reproduction</td>
<td>D4.2</td>
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</tr>
<tr>
<td>Create a breeding/management plan/ chart for selected livestock</td>
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<td></td>
</tr>
<tr>
<td><strong>Production Practices</strong></td>
<td></td>
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</tr>
<tr>
<td>Students will demonstrate proper nutritional management of plants and animals</td>
<td>Balance rations based on nutritional demands</td>
<td>D2.0, D2.1-D2.4</td>
</tr>
<tr>
<td>Students will demonstrate proper handling techniques of plants and animals</td>
<td>Study of best practices</td>
<td>D1.1-D1.4</td>
</tr>
<tr>
<td>Students will demonstrate knowledge of processing techniques of a variety of plants and animals</td>
<td>Hands on demonstration in livestock learning lab and greenhouse</td>
<td>D1.4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>FFA</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Students will understand the fundamentals of FFA and know the opportunities available to them</td>
<td>FFA Learning book</td>
<td>Ag 9.0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ag 9.1-9.6</td>
</tr>
<tr>
<td>Students will demonstrate proper recordkeeping</td>
<td>FFA Record book</td>
<td>Ag 10.2</td>
</tr>
<tr>
<td>Students will select and carry out an SAE project</td>
<td>SAE Portfolio</td>
<td>Ag 10.2</td>
</tr>
</tbody>
</table>
VI. ASSESSMENT PRACTICES:

Quizzes and tests will be given regularly and students will be expected to participate in assignments, class discussion and other structured activities. Students will be expected to complete individual, and group projects as well as long term assignments. Due to the co-curricular nature of FFA (Future Farmers of America) and SAE (Supervised Agriculture Experience) students will be required to participate in both FFA activities and SAE involvement, both of which are graded components of the course.

VII. TEXTBOOK(S) USED/COST:

1. List the textbook(s) that will be used for the course:

<table>
<thead>
<tr>
<th>Textbook</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant Anatomy an Applied Approach 1st Edition- Wiley, John and Sons Inc. Authored by Cutler, Botha and Stevenson</td>
<td>$70.95</td>
</tr>
</tbody>
</table>

2. Estimated cost of textbook(s).

$184.90/seat

VIII. APPROVAL PROCESS:

<table>
<thead>
<tr>
<th>Role</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator</td>
<td>Katie Alling</td>
<td>10/22/14</td>
</tr>
<tr>
<td>Department Head</td>
<td>Katie Alling- CTE</td>
<td>10/22/14</td>
</tr>
<tr>
<td>Department Admin.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>Dan Frisella</td>
<td>11/3/14</td>
</tr>
<tr>
<td>Indicate School Site</td>
<td>Nevada Union High School</td>
<td></td>
</tr>
</tbody>
</table>
STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

<table>
<thead>
<tr>
<th>AGREEMENT NUMBER</th>
<th>29334</th>
</tr>
</thead>
<tbody>
<tr>
<td>REGISTRATION NUMBER</td>
<td></td>
</tr>
</tbody>
</table>

1. This Agreement is entered into between the State Agency and the Contractor named below:

   STATE AGENCY'S NAME
   Department of Rehabilitation

   CONTRACTOR'S NAME
   Nevada Joint Union High School District

2. The term of this Agreement is: 
   July 1, 2014 through June 30, 2017

3. The maximum amount of this Agreement is:
   $406,059.00
   Cash Match $142,500.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

   CFDA #84.126A State Vocational Rehabilitation Services Program
   Exhibit A - Scope of Work
     Exhibit A.1 - Contractor's Program Scope of Work
   Exhibit B - Budget Detail and Payment Provisions
     Exhibit B.1 - Contractor's Program Budget and Narrative
   Exhibit C* - General Terms and Conditions
   GTC 810 (Dated 06/09/10)
   Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)
   Exhibit E - Additional Provisions - Federally Funded Agreements
   Exhibit F - Additional Provisions - Cooperative/Case Service Agreements
   Exhibit G - Additional Provisions - Contractor's Monitoring & Transportation

* Items shown with an Asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at www.dgs.ca.gov/standard+language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nevada Joint Union High School District</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRINTED NAME AND TITLE OF PERSON SIGNING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Louise Johnson  Superintendent</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>11645 Ridge Road, Grass Valley, CA 95945</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATE OF CALIFORNIA</th>
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<tr>
<td>Department of Rehabilitation</td>
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</table>

<table>
<thead>
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<th>PRINTED NAME AND TITLE OF PERSON SIGNING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simone Dumas, Chief, Contracts and Procurement Section</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
</tr>
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<tbody>
<tr>
<td>721 Capitol Mall, 6th Floor, Sacramento, CA 95814</td>
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</tbody>
</table>

California Department of General Services Use Only
EXHIBIT A
(Standard Agreement - Subvention)

1. PURPOSE

Subvention: VR Third Party Cooperative/Case Service Agreements: TPP

2. AUTHORITY


Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

3. CONTRACT REPRESENTATIVES

The Contractor shall direct all inquiries during the term of this Agreement to the DOR Contract Administrator listed herein:

<table>
<thead>
<tr>
<th>Department of Rehabilitation</th>
<th>Nevada Joint Union High School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alfonso Nguyen</td>
<td>Beth Moore</td>
</tr>
<tr>
<td>721 Capitol Mall</td>
<td>11645 Ridge Road</td>
</tr>
<tr>
<td>Sacramento, CA 945814</td>
<td>Grass Valley, CA 95945</td>
</tr>
<tr>
<td>(916) 558-5307</td>
<td>(530) 273-4431 x 2071</td>
</tr>
<tr>
<td>(916) 558-5303 fax</td>
<td>(530) 274-8953 fax</td>
</tr>
<tr>
<td>Alfonso.K.Nguyen@ dor.ca.gov</td>
<td><a href="mailto:bmoore@njuhsd.com">bmoore@njuhsd.com</a></td>
</tr>
</tbody>
</table>

4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1
SCOPE OF WORK

I. Introduction

The NJUHSD Transition Partnership Program (TPP) is designed to jointly serve the mutual clients of the Northern Sierra District Department of Rehabilitation (DOR) and the Nevada Joint Union High School District (NJUHSD) through the combining of resources and a system of cooperative service delivery.

The following high school sites in NJUHSD are served under this cooperative contract: Nevada Union High School, Bear River High School, Park Avenue Alternative Education, Adult Education, North Point Academy, Ghidotti Early College High School, and NU Tech. Students enrolled in the district’s Adult Transition Program (NUSTEP) may also be referred under this contract.

This program will also identify graduates of the NJUHSD with disabilities, who would benefit from employment services. These clients will work directly with the program’s Job Development personnel to develop the skills necessary for entry level employment.

Students with significant disabilities may be referred to DOR in junior or senior year of high school, the year prior to exiting or after graduation. TPP services will be provided in the final year(s) of high school and in post-secondary settings through completion of the DOR Individualized Plan for Employment (IPE).

TPP staff from NJUHSD will work closely with the DOR Counselor throughout the referral, eligibility, planning, and follow-up processes to ensure coordinated services leading to successful employment outcomes. Cooperative processes include: sharing of pertinent TPP student/DOR client information to assist in evaluation and planning; collaborative intake and planning meetings; linkages to school-based vocational training programs and other support resources for in-school TPP student/DOR clients; and follow-up services for post-secondary TPP student/DOR clients to support training and/or employment goals.

DOR Goals:
During fiscal year 2014-2015, a total of 70 unduplicated TPP student/DOR clients will receive services through this cooperative contract.
As a result of services provided through this contract, it is expected that DOR will:
- OPEN 40 new cases (applicant status)
- DEVELOP 35 new Individual Plans for Employment (IPE)
- CLOSE 18 cases successfully (rehabilitated)

During fiscal year 2015-2016, a total of 70 unduplicated TPP student/clients will receive services through this cooperative contract.
As a result of services provided through this contract, it is expected that DOR will:
- OPEN 40 new cases (applicant status)
- DEVELOP 35 new Individual Plans for Employment (IPE)
- CLOSE 18 cases successfully (rehabilitated)
During fiscal year 2016-2017, a total of 70 unduplicated TPP student/clients will receive services through this cooperative contract.
As a result of services provided through this contract, it is expected that DOR will:
- OPEN 40 new cases (applicant status)
- DEVELOP 35 new Individual Plans for Employment (IPE)
- CLOSE 18 cases successfully (rehabilitated)

II. Services to be Provided: TPP COOP Transition Services

The term “TPP Coop Transition Services” means a coordinated set of activities for a TPP student/DOR client, designed within an outcome-oriented process that promotes movement from school to post-school activities, including postsecondary education, vocational training, integrated employment, continuing and adult education, adult services, independent living, or community participation, ultimately resulting in gainful employment in an integrated environment.

The coordinated set of activities shall be based upon the individual TPP student/DOR client needs, taking into account the student's preferences and interests as well as DOR IPE goals and objectives, and shall include instruction, work and community experiences, the development of employment and other post school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation.

The following vocational rehabilitation services are designed to be provided under the auspices of a DOR third-party cooperative agreement, and individualized to each TPP student/DOR client needs and IPE. These services are not services that are certified by DOR or otherwise CARF accredited.

1. Description of Services

a. Transition Vocational Evaluation (TVE)
Transition Vocational Evaluation services provide an individualized, timely, and systematic process by which a TPP student/DOR client seeking employment learns to identify strengths, barriers to employment, as well as viable vocational options and develop employment goals and objectives. TVE includes an analysis of the TPP student/DOR client's prior work experience and transferable skills. Published assessments may include career aptitude, career skills and career interest inventory assessments. Actual work sites may also be used to conduct the evaluation and may include simulated work trials, the opportunity to conduct work activity with paid wages, job exploration, job shadowing, and volunteer activities. Reporting of completed assessments, findings, and recommendations will be provided to the referring DOR Counselor.

Service Outcomes/Number to be served:

During fiscal year 2014/2015 it is expected that:
- 40 TPP student/clients will receive Transition Vocational Evaluation services.

During fiscal year 2015/2016, it is expected that:
- 40 TPP student/clients will receive Transition Vocational Evaluation services.

During fiscal year 2016/2017 it is expected that:
- 40 TPP student/clients will receive Transition Vocational Evaluation services.
b. Vocational Instruction (Employment Preparation)
Classroom and/or community based instruction with a vocational rehabilitation focus. This instruction can be provided as a class, in a group or individually with curricular supports. This secondary school instruction is intended to support both pre-plan and plan activities, goals and objectives and will typically be provided until the student exits the secondary school system. Services will be in concert with the DOR IPE, once it is developed. Activities may include instruction regarding techniques for obtaining and maintaining employment, such as:
- Interviewing techniques
- Resume development
- Application preparation
- Appropriate work behaviors
- Relevant work practices
- Appropriate grooming and hygiene
- Assistance learning the impact of employment on a TPP student/client's disability and benefits

Reporting on employment preparation activities will be provided to the assigned DOR counselor.

Service Outcomes/Number to be served:

During fiscal year 2014/2015 it is expected that:
- 40 TPP student/clients will receive Preplan and Plan Vocational Instruction (Employment Preparation) services.

During fiscal year 2015/2016, it is expected that:
- 40 TPP student/clients will receive Preplan and Plan Vocational Instruction (Employment Preparation) services.

During fiscal year 2016/2017, it is expected that:
- 40 TPP student/clients will receive Preplan and Plan Vocational Instruction (Employment Preparation) services.

c. Work Experience
Work experience includes short term placements both on-and-off campus, and involves monitoring the TPP student/DOR client’s performance in the work environment. Work experience may include paid/unpaid internships, paid employment, summer work experience, work exploration and job shadowing. TPP student/DOR clients may participate in more than one work experience situation. Work experiences are intended to be temporary placements to gain experience in the workplace. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics; interpersonal skills, speed, and accuracy as well as some limited occupational skills. Any paid or non-paid work experience activities will be in compliance with the Department of Labor regulations. Work Experience supervisors will evaluate the TPP student/clients and submit written reports to the DOR counselor on a monthly basis.

Service Outcomes/Number to be served:

During fiscal year 2014/2015 it is expected that there shall be:
- 10 TPP student/DOR clients will receive Work Experience services.

During fiscal year 2015/2016, it is expected that:
- 11 TPP student/DOR clients will receive Work Experience services.
During fiscal year 2016/2017 it is expected that:
  • 12 TPP student/clients will receive Work Experience services.

d. Job Development, Placement and Follow-up
Assist job ready TPP student/DOR clients, both in school and out-of-school, obtain employment in
the community by identifying specific job openings that are appropriate for each TPP student/DOR
client, assisting in placing the TPP student/DOR client in the job, orient the TPP student/DOR client
to the job, and identify specific ongoing support and resource needs. Activities include:
  • Contacting employers and building networks to develop and/or identify job opportunities
  • Work site analysis, as needed
  • Job site consultation to identify or modify barriers
  • Negotiating job carving or other job accommodations
  • Maintaining an organized system of current job openings
  • Assisting TPP student/DOR clients to find jobs which match their IPE goal
  • Building TPP student/DOR client knowledge of their employment, such as:
    - Job description
    - Name of immediate supervisor
    - Responsibilities of the employee
    - Wage payment practices
    - Benefits
    - Conflict resolution procedures
    - Health and safety practices
  • A limited amount of contact with the TPP student/DOR client and/or their employer post-
    placement to ensure job satisfaction.

Service Outcomes/Number to be served:

During fiscal year 2014/2015 it is expected that:
  • 35 TPP student/clients will receive Job Development, Placement, and Follow-up services
    consistent with the IPE goal;
  • 18 clients will be placed in employment consistent with the IPE goal
  • 18 clients will result in a successful DOR closure

During fiscal year 2015/2016 it is expected that:
  • 35 TPP student/clients will receive Job Development, Placement, and Follow-up services
    consistent with the IPE goal
  • 18 clients will be placed in employment consistent with the IPE goal
  • 18 clients will result in a successful DOR closure

During fiscal year 2016/2017 it is expected that:
  • 35 TPP student/clients will receive Job Development, Placement, and Follow-up services
    consistent with the IPE goal
  • 18 clients will be placed in employment consistent with the IPE goal
  • 18 clients will result in a successful DOR closure

e. Non-Supported Employment (NSE) Job Coaching
NSE Job coaching includes individual client assistance and support on or off-the-job in activities
that are employment-related and needed to promote job adjustment and retention. Services
depend upon individual client need. Activities include:
  • Job orientation
  • Job destination/transportation training
• Teaching job tasks
• Supervision at the worksite
• Coworker/supervisor consultation
• Assistance with integrating into the work environment or with changes in the work environment
• Assistance with public support agencies
• Family and residential provider consultation
• Ongoing contact with the TPP student/client and/or employer to ensure continued job satisfaction

Service Outcomes/Number to be served:

During fiscal year 2014/2015 it is expected that:
• 6 TPP student/clients who receive Non-supported Employment Job Coaching services.

During fiscal year 2015/2016, it is expected that:
• 6 TPP student/clients who receive Non-supported Employment Job Coaching services.

During fiscal year 2016/2017, it is expected that:
• 6 TPP student/clients who receive Non-supported Employment Job Coaching services.

III. Contract Administrator/Program Coordinator

Department of Rehabilitation
Alfonso Nguyen
721 Capital Mall
Sacramento, CA 95814
(916) 558-5307
Fax: (916) 558-5303
Email: Alfonso.K.Nguyen@dor.ca.gov

NJUHSD
Beth Moore
11645 Ridge Rd
Grass Valley, CA 95945
(530) 273-4431 x2071
Fax: (530) 274-8953
Email: bmoore@njuhsd.com

IV. Linkages to Other Community Agencies
The NJUHSD TPP maintains informal linkages and collaborative relationships with numerous community agencies including:
• Nevada County One Stop Business and Career Center
• 49er ROP
• FREED Center for Independent Living
• Employment Development Department (EDD)
• NCSOS Foster Youth Independent Living Program
• Social Security Administration
• Nevada County Mental Health
• Neighborhood Center of the Arts (NCA)
• Achieve Independent Milestones (AIM) and Associates
• In Home Support Services (IHSS)
• Investment Act and Welfare to Work Programs
• Nevada County Chamber of Commerce
• Sierra Community College
• Read Up! Literacy Service
• Community Recovery Resources (CoRR)
• Alta California Regional Center
- PRIDE Industries supported and sheltered employment programs
- WorkAbility I

These linkages serve to clarify and coordinate the provision of services to mutual TPP student/clients. TPP staff in cooperation with the DOR Counselor will make referrals to appropriate agencies for support services.

V. In Service Training

NJUHSDD TPP staff and DOR staff will be cross-trained in the other agency's mission, services, procedures, and professional approach through quarterly meetings of all contract partners. Other agencies, as mutually identified, will participate in cross-training with contract partners.
EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.

2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.

3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

B. Submission of Invoice(s)

1. Monthly invoices (DR 801B Service Invoice) should be submitted no later than the 20th business day for the preceding month's expenditures, with supporting documentation available upon request. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

2. Final invoices must be submitted within 120 days after each fiscal year end or no later than November first of that same year.

3. Invoice(s) (DR 801B Service Invoice) shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR 801B Invoice shall include the Agreement Number and Registration Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).

C. Appropriate Expenditures

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the OMB A-133 Single Audit.

D. Invoice Claim Adjustments
1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained within the same fiscal year. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget with a maximum not to exceed $100,000 for all budget years as long as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.

2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

E. Budget Contract Amendments

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed $100,000.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.  
  (Note: ALL changes must be made in **bold**.)

F. Travel Reimbursements

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at [http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx](http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx). No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.
2. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

5. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT

Agreements awarded by the Department shall be subject to actual costs for services rendered under this Agreement. Allowable costs under this Agreement must meet the following general criteria:

- Be generally recognized and necessary for the operation of the Contractor's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- Be properly documented and supported.
Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the OMB cost principle applicable to its organization regarding documentation for the support of personnel activity chargeable to the Agreement.

6. ACCOUNTING SYSTEM REQUIREMENTS

A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor’s financial management system shall provide:

- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
- Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.

B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations.
Nevada Joint Union High School District

Program Budget and Match Summary
July 1, 2014 - June 30, 2017

<table>
<thead>
<tr>
<th></th>
<th>FY 7/1/2014 to 6/30/2015</th>
<th>FY 7/1/2015 to 6/30/2016</th>
<th>FY 7/1/2016 to 6/30/2017</th>
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<td>(From DOR Program Budget)</td>
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<td><strong>TOTAL PAYMENT BY DOR TO CONTRACTOR</strong></td>
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<td>(From Service Budget)</td>
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Certified Match (If applicable)

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Total Federal Share

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Cash Match (If applicable)

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Total Federal Share

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<tr>
<td>78.7%</td>
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<td>78.7%</td>
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</table>

**TOTAL STATE MATCH**

|                      | **$47,500**           | **$47,500**           | **$47,500**           |

Cooperative agency certified match expenditure and cash match expenditure must be from non-federal funds and cannot be used to draw down other federal funds. The cash match expenditure must equal at least 21.3% of the designated share and the certified match expenditure must equal at least 25% of the designated share.
### DOR Program Budget
July 1, 2014 - June 30, 2017

<table>
<thead>
<tr>
<th>ITEM</th>
<th>FTE EXPENDITURE</th>
<th>FY 7/1/2014 to 6/30/2015 TOTAL</th>
<th>FY 7/1/2015 to 6/30/2016 TOTAL</th>
<th>FY 7/1/2016 to 6/30/2017 TOTAL</th>
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<tr>
<td>Rehabilitation Team Unit</td>
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<td>0.50</td>
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<td>1 FTE = $110,377</td>
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<td>$55,189</td>
<td>$55,189</td>
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<td>Case Services (Individual Consumer Expenses)</td>
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<td>32,461</td>
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<tr>
<td>SUBTOTAL</td>
<td></td>
<td>$87,650</td>
<td>$87,650</td>
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<tr>
<td>Case Service Contract(s):</td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>TOTAL DOR PROGRAM COST</td>
<td></td>
<td>$87,650</td>
<td>$87,650</td>
<td>$87,650</td>
</tr>
<tr>
<td>Position</td>
<td>Budget Year</td>
<td>Actual Year</td>
<td>Amount</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-------------</td>
<td>-------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>1. IPP Program Manager, 192 days, 8.5 mo</td>
<td>2014-2015</td>
<td>2015-2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. IPP Library Assistant, 36 hrs/wk, 11 mo</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3. IPP Library Assistant, 36 hrs/wk, 12 mo</td>
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<td></td>
<td></td>
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<tr>
<td>4. IPP Library Assistant, 36 hrs/wk, 13 mo</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5. IPP Library Assistant, 36 hrs/wk, 14 mo</td>
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<td></td>
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<td>6. IPP Library Assistant, 36 hrs/wk, 15 mo</td>
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<td>7. IPP Library Assistant, 36 hrs/wk, 16 mo</td>
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<td>8. IPP Library Assistant, 36 hrs/wk, 17 mo</td>
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<td>Subtotal</td>
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**Operating Expenses**

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<tr>
<th>Category</th>
<th>Budget Year</th>
<th>Actual Year</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
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<td>21. Office Supplies</td>
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<tr>
<td>22. Training</td>
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<td>23. Travel/Meals</td>
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<tr>
<td>24. General Supplies/Materials</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>25. Instruction Supplies/Materials</td>
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<td></td>
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<td>26. Operating Subtotal</td>
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<td>27. Personnel and Operating Subtotal</td>
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<tr>
<td>28. Indirect Rate Percentage</td>
<td></td>
<td></td>
<td>8.84%</td>
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<td>8.84%</td>
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<tr>
<td>29. Indirect Cost</td>
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<td>$10,993.43</td>
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<td>30. TOTAL (rounded to nearest dollar)</td>
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<td></td>
<td>$135,353</td>
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<td>$135,353</td>
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</tbody>
</table>
Cooperative Contract
Nevada Joint Union High School District
Transition Partnership Program
Service Budget Narrative

PERSONNEL

Benefits:
All active employees, in a paid status, in a monthly-salaried position of half
 time or more, are eligible for medical, dental, vision, life insurance coverage,
 Medicare, unemployment benefits and workers compensation
 coverage. These health and welfare benefits are provided to employees,
 spouse and children. All benefit costs are driven by union negotiations.
 Classified staff receives Social Security.

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>STRS</td>
<td>8.25% (certificated employees)</td>
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<tr>
<td>PERS</td>
<td>18.70% (classified employees)</td>
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<tr>
<td>OASDI</td>
<td>6.20% (classified employees)</td>
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<td>Medicare</td>
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<tr>
<td>SUI</td>
<td>0.05</td>
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<tr>
<td>Work Comp</td>
<td>1.68%</td>
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</table>

Health & Welfare $7,190 - $13,028 per year
Benefit Range 9.38% - 63.83%
Benefits are included in the salaries listed on the attached Service Budget.

TPP Program Manager:
Contract Duties: Has primary responsibility for overall service contract
 performance, evaluation and activities of TPP personnel at school sites, and
 serves as liaison to DOR counselor(s) and administrator(s). Program
 Manager also provides direct TPP student/DOR client services including TVE
 and Employment Services. Responsible for obtaining required authorization
 from NJUHSD Board of Education.
Specific Job Duties:
• Supervises Cooperative Agency TPP staff
• Monitors program expenditures and payments
• Maintains ongoing contact with DOR Supervisor and Contract Administrator
• Coordinate and attend meetings on contract, and quarterly meetings of
 NJUHSD TPP and DOR staff.
• Provide fiscal monitoring of the contract.
• Submit annual revision and/or amendment of contract as well as renewal of
 contract
- Facilitate collaboration between DOR, school staff and community agency staff to support transition services to DOR
- Coordinate curriculum plan for DOR student/DOR client vocational skills training
- Facilitate coordination of the Individual Education Plan/Individual Transition Plan (IEP/ITP) for each TPP student/DOR client with the goals and services listed in the IPE
- Coordinate special education staff development activities to insure that teachers understand and support DOR/TPP activities
- Work with employers to develop job sites.
- Coordinate with TPP staff for TVE and Job Development/Placement of TPP student/DOR client into competitive employment.
- Coordinate TPP staff schedules.
- Monitor/follow-up of placed TPP student/clients.

Non-Contract Duties – District Transition Specialist:
- Administer NJUHSD WorkAbility I program, budget, and staff
- Provide vocational counseling, career exploration activities, training links, and transition supports to students in special education;
- Collaborate with special education teachers to plan development and implementation of Individual Transition Plans for students ages 16 -22;
- Provide professional learning for special ed. staff on transition requirements, programs, and services;
- Coordinate with special education teachers, parents, students, and WorkAbility staff to assess students’ vocational interests and needs
- Provide information and support to students/families on post-school options and supports in education, employment, and independent living;
- Provide overall management and supervision of special ed career education programs and instructional services for students;
- Monitor career education program budgets; develop program procedures; attend student IEP meetings; and counsel and coordinate student post secondary transition;

**TPP Job Developer:**
**Contract Duties:** In coordination with TPP Program Manager, develops Work Experiences for in-school TPP student/DOR client related to their vocational interests and goals, and provide Job Development, Placement, and Follow-up services per the TPP student/client’s IPE.
Specific Job Duties:

- Meets with Program Manager and TPP student/DOR client to determine appropriate work experiences related to their vocational interests and goals
- Contact local public and private employers to develop and coordinate jobs for TPP student/DOR client including career interviews, job shadows, exploratory/unpaid work experience, and targeted job training
- Maintains records and files related to contract duties
- Establishes and maintains linkages and ongoing contact with local employers for TPP
- Identifies appropriate job openings in competitive employment consistent with TPP student/client IPE’s and assisting them with application and interview process
- Provides guidance and support to TPP student/DOR client to assist in personal and social adjustment, job search and job maintenance
- In cooperation with DOR Counselor provides linkages to employment training, transportation assistance and other needed supports to enable TPP student/DOR client to participate effectively in targeted job search and job placement
- Monitors progress of TPP student/DOR client on the job
- Provides short-term NSE job coaching and follow-up services to facilitate TPP student/DOR client success in employment placement
- Provides employer education and support
- Maintains regular contact with DOR Counselor regarding progress of TPP student/DOR client
- Coordinates support services with TPP staff, agency personnel and community-based organizations.

Non-Contract Duties: This position is created solely for this contract.

TPP Program Assistant:
Contract Duties: Assists TPP staff and DOR counselor in providing pertinent DOR student/DOR client information, Employment Preparation, Job Placement and Follow-up, and NSE Job Coaching services.

Specific Job Duties:
- Assists in gathering educational, psychological and functional information to be utilized by the DOR Counselor in the evaluation and planning process for TPP student/DOR client
- Assists the Program Manager in follow-along and follow-up activities
- Provides short-term NSE job coaching for TPP student/DOR client in Work Experiences and competitive employment sites
- Answers phone, provides requested information, and takes messages for the Contract Agency office
- Maintains accurate TPP student/client files and records for the Contract Agency
- Provides monthly progress reports for the DOR Counselors, DOR Supervisor/Contract Administrator, and TPP Program Manager.
- Orders all office supplies and materials for TPP

Non-Contract Duties – WorkAbility Program Coordinator: Supports administrative and student services for WorkAbility requirements. Provides Transition Services support duties.
- Develops and coordinates employment activities for the WorkAbility program in coordination with program staff, school sites, students, families, and community partners
- Initiates contact with local public and private employers, provides program information, and serves as liaison with employers to promote employment experiences for WorkAbility students
- Interviews and assists students through the WorkAbility referral process, determines appropriate matches for job training placements, monitors student progress, and provides support to students and employers throughout the training experience
- Provides employability and job retention skills training for students in the WorkAbility program
- Prepares and maintains state reports, records and files related to WorkAbility program activities and student training placements
- Provides support and technical assistance to the WorkAbility Program Administrator, staff, parents, students, school sites, and outside agencies in areas related to the program
- Manages office operations for the WorkAbility program
- Answers telephone calls and correspondence, provides program information, and serves as liaison with appropriate staff
- Assists with scheduling and coordination of meetings and other activities related to WorkAbility program planning and implementation
- Monitors site reports and timelines related to WorkAbility program activities

TPP Job Coach/Employment Assistant:
Contract Duties: Works with TPP Program Manager to provide temporary, site-based NSE job coaching to individual or small groups of student workers;
support routine reporting, invoicing and documentation needs of TPP program.
- Coordinate with TPP staff to identify student needs and services
- Provide job coaching/job skills preparation
- Meet with DOR-TPP staff at regularly scheduled meetings
- Provides TPP support which may include: assisting staff in preparation of monthly service invoices; time reimbursements and other necessary paperwork;
- Maintaining supply of necessary forms and maintaining all related records for the purpose of invoicing and billing services to DOR;
- Assist with data input and reports;
- Supports tracking and follow-up information on closures;
- Attends TPP meetings as needed.

Non-Contract Duties – WorkAbility Vocational Tech: provide training and support for job readiness; provide site-based job coaching for WAI student interns; assist students with completing required employee documentation and paperwork; support WAI staff with program needs; provide online documentation of student progress; support on-campus voc programs and scheduling; help coordinate/deliver WorkAbility input for IEP meetings.

TPP Service Coordinator:
Contract Duties: will work with TPP Program Manager and DOR counselor to identify appropriate referrals; provide vocational assessment and employment preparation; placement and follow-up services for in and out of school TPP student/DOR client.
- Obtain appropriate documentation and evaluation information to assist Program Manager and DOR counselor to determine DOR eligibility
- Provide Transition Vocational Evaluation and Employment Services
- Coordinate with DOR counselors to identify needs and services
- Provide NSE job coaching/Employment Preparation
- Meet with DOR counselors and transition staff at regularly scheduled TPP student/client staffing
- Attend quarterly cooperative contract meetings

Non-Contract Duties – Workability/ SE Instructional Aide: provide tutorial and academic instructional support for job readiness; assist students with completing required employee documentation and paperwork; support Special Education teacher with teaching duties; and help coordinate/deliver WorkAbility input for IEP meetings
OPERATING

Printing – Printing vocational specific/job specific tutorial hand books and informational materials for use by TPP, students/DOR consumers and their families. Business cards for TPP staff.

Office Supplies – Consumable office supplies including binders, paper, paper clips, pencils, pens, envelopes, printer cartridges, file folders and labels, portfolio folders, correction fluid, staples, stamp ink, scotch tape, memo pads, highlighters, pushpins, and postage.

Training: Training costs (registration fees) for TPP staff to attend contract service related training. All trainings must be pre-approved by DOR Contract Administrator.

Travel/Mileage: Per Diem and transportation costs for TPP staff to travel to contract related trainings and meetings. Mileage expenses for TPP staff for the delivery of contract services. Rate not to exceed State approved rate for mileage reimbursement.

Instructional Supplies/Materials: Includes, but not limited to; consumer associated instructional/vocational materials, vocational software, and curriculum materials to be used during the contract period.

INDIRECT COSTS

Indirect costs/administrative overhead: The indirect costs of the Education Agency Cooperative Program is the rate calculated and approved annually by the California Department of Education.
EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 610)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at http://www.ols.dgs.ca.gov/Standard+Language/default.htm. Click on the Standard Contract Language section to expand, then click on GTC 610.
EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.

B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

3. RIGHT TO TERMINATE

A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.

B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

5. INSURANCE REQUIREMENTS

A. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor’s limit of liability. The policy must include:

(Agency/Department Name), The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.

B. Automobile Liability (If Applicable) – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:

- **For public schools and for-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For seating capacity up to 7 people (includes driver), the Contractor’s certificate of insurance shall state a limit of liability of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 8 - 15 people (includes driver) the certificate of insurance shall state a limit of liability of not less than $1,500,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 16 passengers or more the certificate of insurance shall state a limit of liability of not less than $5,000,000 per occurrence for bodily injury and property damage liability combined.

- **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For seating capacity of up to 15 people (includes driver) the certificate of insurance shall state a limit of liability of not less than $1,000,000 per occurrence for
bodily injury and property damage liability combined. For seating capacity for 16 passengers or more the certificate of insurance shall state a limit of liability of not less than $6,000,000 per occurrence for bodily injury and property damage liability combined.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

C. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required.

The workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

6. CONFLICT OF INTEREST

A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. CONFIDENTIALITY

A. Contractor agrees that any report or material created during the performance of this Agreement will not be released to any source except as required by this Agreement or otherwise authorized by DOR.

B. Contractor agrees that any information obtained in the performance of this Agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.

C. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this Agreement and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

D. Contractor agrees to report any security breach or information security incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at ITSB-ISO@dor.ca.gov.

E. Security breaches or information security incidents that shall be reported include, but are not limited to:
1. Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.

2. Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.

3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing DOR consumers' personal information. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptop and desktop, netbooks, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.

F. Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this Agreement.

G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.

H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Becoming a Service Provider" section under “Annual Security and Privacy Training for VR Service Providers.” The self-training manual is named “Protecting Privacy in State Government” and can be downloaded at the following link: http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html.

I. Additional training and awareness tools are available at the California Office of Information Security (OIS) website and the California Office of Privacy Protection (COPP) website. The COPP created the self-training manual, “Protecting Privacy in State Government” that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.

2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<table>
<thead>
<tr>
<th>Contractor/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
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<tbody>
<tr>
<td>Nevada Joint Union High School District</td>
<td>94-2314172</td>
</tr>
</tbody>
</table>

By (Authorized Signature)

Printed Name and Title of Person Signing

Louise Johnson

Date Executed | Executed in the County of
November 12, 2014 | Nevada

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:
   1) the dangers of drug abuse in the workplace;
   2) the person's or organization's policy of maintaining a drug-free workplace;
   3) any available counseling, rehabilitation and employee assistance programs; and,
   4) penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the
certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE: PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperatively in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,
or the Department of Justice to determine the contractor’s compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.


1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))
2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA**:
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION**: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204**: This form must be completed by all contractors that are not another state agency or other governmental entity.
WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

Name/Position of Person Authorized to Sign Agreement

Louise Johnson  Superintendent

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.

CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held

140 Park Avenue, Grass Valley, CA 95945

Date of Board Meeting | Signature of Recording Secretary | Date Signed
November 12, 2014 | [Signature] |  
STATE OF CALIFORNIA  
GRANT/CONTRACT SIGNATURE AUTHORIZATION  
DR 325 (Rev. 12/98) Computer Generated

<table>
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<tr>
<th>GRANTEE/CONTRACTOR:</th>
<th>SUBGRANTEE/CONTRACTEE:</th>
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| **STATE OF CALIFORNIA**  
Department of Rehabilitation  
721 Capitol Mall  
Sacramento, California 95814 | **(Legal Corporation/Public Agency Name & Address)**  
Nevada Joint Union High School District  
11645 Ridge Road  
Grass Valley, CA 95945 |

The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

<table>
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<tr>
<th>Signature</th>
<th>Name (Please Type or Print)</th>
<th>Title (Please Type or Print)</th>
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<tbody>
<tr>
<td>✍️</td>
<td>Louise Johnson</td>
<td>Superintendent</td>
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<td>✍️</td>
<td>Karen Suenram</td>
<td>Assistant Superintendent</td>
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I hereby delegate authority to request reimbursement of expenses as shown above.

<table>
<thead>
<tr>
<th>Authorized Signature per Board Resolution</th>
<th>Name (Please Type or Print)</th>
<th>Date Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>✍️</td>
<td>Louise Johnson</td>
<td></td>
</tr>
</tbody>
</table>
ITEM "J"

DISCUSSION/ACTION ITEMS
CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY

Certificate of Proficiency

The principal of each school maintaining grades 11 and 12 shall distribute to each student in those grades an announcement explaining the California High School Proficiency Examination (CHSPE). Announcements from the California Department of Education (CDE) or its contractor shall be distributed early enough to enable interested students to register for the test to be given in the fall of that year. (5 CCR 11523)

(cf. 5145.6 - Parental Notifications)

The principal also shall advise students that the certificate of proficiency awarded upon passing the CHSPE, while equivalent to a high school diploma, is not the equivalent of completing all coursework required for high school graduation and therefore students should contact the admissions office of the college or university they are interested in attending to determine if the certificate satisfies college admission requirements.

Any student may take the CHSPE if he/she meets one of the following conditions: (Education Code 48412)

1. Is age 16 or older
2. Has been enrolled in the 10th grade for one school year or longer
3. Will complete one school year of enrollment in 10th grade at the end of the semester during which the CHSPE will be administered

If a student receives the certificate of proficiency, the district shall indicate the student’s accomplishment and the date of the award on the student’s official transcript. (5 CCR 11521)

(cf. 5125 - Student Records)

Any student who has received the certificate of proficiency may be exempted from compulsory school attendance upon his/her request, with verified parent/guardian consent as appropriate. (Education Code 48410)

(cf. 5112.1 - Exemptions from Attendance)

The consent form to be exempted from compulsory school attendance shall be provided by the Superintendent or designee and shall contain at least the following information: (5 CCR 11522)

1. A general explanation of the student’s rights of exemption from compulsory attendance and of re-enrollment in the public schools
CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY (continued)

2. The date of issuance of the certificate of proficiency

3. The signature of the parent/guardian and the date

4. The signature of the school administrator who has personally confirmed the authenticity of the parent/guardian's signature and the date

If a student age 16 or 17 terminates his/her enrollment after receiving the high school proficiency certificate, he/she may re-enroll in the district. If he/she subsequently terminates enrollment again, he/she may be denied re-enrollment until the beginning of the following semester. (Education Code 48414)

cf. 6184 - Continuation Education

High School Equivalency Certificate

An eligible person may earn a high school equivalency certificate by passing a general educational development test designated by the State Board of Education pursuant to Education Code 51420, including the General Educational Development (GED) test, the High School Equivalency Test (HISSET), or the Test Assessing Secondary Completion (TASC).

Any person is eligible to take a test leading to a high school equivalency certificate if he/she is a resident of California or a member of the armed forces assigned to duty in California and meets any one of the following criteria: (Education Code 51420; 5 CCR 11532)

1. Is 18 years of age or older, or is within 60 days of his/her 18th birthday, regardless of enrollment status

2. Is not currently enrolled in school and is within 60 days of when he/she would have graduated from high school had he/she remained in school and followed the usual course of study

3. Is 17 years of age, has been out of school for at least 60 consecutive days, and provides a letter of request for the test from the military, a postsecondary educational institution, or a prospective employer

4. Is 17 years of age, has accumulated fewer than 100 units of high school credit, is confined to a state or county hospital or to an institution maintained by a state or county correctional facility, and meets other criteria listed in 5 CCR 11532
CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY (continued)

5. Is 17 years of age, has accumulated fewer than 100 units of high school credit prior to enrollment in an academic program offered by a dropout recovery high school as defined in Education Code 52052, and has successfully completed the dropout recovery high school's instructional program which is aligned to state standards, offers the opportunity for a high school diploma, and provides services for at least one year.
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

AGENDA ITEM

DEPARTMENT: Curriculum & Instruction

SUBJECT:
High School Equivalency Assessments/
GED & HiSET

MEETING DATE:
November 12, 2014

CHECK ONE:
For Discussion: □
For Action: ☒
Report: □
Recognition: □

RATIONALE/BACKGROUND:

In 2011, the American Council on Education, the creators of the GED test, teamed up with Pearson VUE to revise the test and update it for modern needs, including alignment with the Common Core State Standards. When it was announced that the new 2014 version of the test would be computer-based and had a price increase, states started looking for alternatives. Because states and jurisdictions are in charge of issuing the high school equivalency credential, they are free to find alternatives. Two competitors to the GED test, the TASC and the HiSET program, entered the market at the beginning of the year, with a selection of states choosing one or more of the three options for their needs.

The 2014 GED Test
The new GED test assesses four subject areas: reasoning through language arts, mathematical reasoning, science, and social studies. Depending on what state you are in the test offers two discounted or free retakes. Because all testing is done by computer, scores are available within three hours of completion, and the variety of question items has been expanded to more interactive methods like drag-and-drop. Writing has become a larger component of the exam, there are still two extended responses, one in language arts and one in social studies, and there has been an addition of a short answer question in the science section. Testing is completed at state-approved testing centers. Additionally, the GED Testing Service has released a predictive practice test to help learners determine if they are prepared for the full exam, GED Ready™.

TASC
The Test Assessing Secondary Completion, or TASC, is available both online and on paper. Testers can theoretically take the test anywhere, depending on their state's rules. The TASC exam tests the same subject areas as the old 2002 GED test, meaning testers can combine scores from previously taken GED tests and the TASC, and the cost of the exam includes two free retakes. The test will be phasing in Common Core content over the next three years, which also helps its compatibility to the old GED test. Score reporting will be instantaneous if the online option is used. Scores are available in 10 days for the paper test.
HiSET
The High School Equivalency Test, HiSET, also tests the five subject areas of the former 2002 GED test and the TASC, and the cost of the exam also includes two free retakes. It is also available online and via paper, but testing locations are left to the states to decide. The only major difference between the TASC and the HiSET is how they are approaching implementing Common Core. The HiSET exam is currently aligned to the new standards with a second phase planned that will better align with instructional programs once they themselves align with the new standards.

The State of California has adopted all three exams.

The District currently offers the GED exam to eligible students and adults. Additionally, the exam is offered to inmates of the Wayne Brown Correctional Facility through our Adult education program. As this facility does not allow access to the internet the new GED exam is no longer an option. The HiSET exam is available online and via paper so that it can used in this program. Therefore the district is requesting to be a test center for the HiSET.

ACTION REQUESTED:

Approve the MOU with ETS for the District to become a testing center for the HiSET assessment.
MEMORANDUM OF UNDERSTANDING
BETWEEN
EDUCATIONAL TESTING SERVICE
AND
NEVADA JOINT UNION HIGH SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is between Educational Testing Service (ETS), a non-stock, non-profit corporation organized and existing under the Education Law of New York with principal offices located at Rosedale Road, Princeton, New Jersey 08541, and Nevada Joint Union High School District, located at 11645 Ridge Road, Grass Valley, CA 95945, together known as the Parties. This MOU establishes the understandings of the Parties as related to the services provided by ETS in support of the California High School Equivalency Certification Program.

WHEREAS, the California State Board of Education has approved Educational Testing Service, a non-stock, non-profit organization with principal offices in Princeton, New Jersey, as one of the providers of the HiSET™ High School Equivalency Test for California Test Takers; and

WHEREAS, the California Department of Education recommended and approved Test Center to administer the ETS-owned HiSET assessments; and

WHEREAS, this MOU defines the terms and conditions for the use and administration of the HiSET;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, the Parties hereby agree as follows:

1. Definitions.

1.1 "Administration" shall mean the Test Center’s responsibilities related to the administration of the ETS-owned HiSET to Test Takers in California.

1.2 "Alternate Test Forms" shall mean the HiSET forms in alternative formats such as Braille, large print, or audio.

1.3 "Agreement" shall mean the terms and conditions agreed to between the Parties in writing, all of which are incorporated herein by reference and made an integral part hereof.

1.4 "CBT" is an acronym for computer-based testing or the delivery of a HiSET via the Internet.

1.5 "Confidential Information" shall mean any information or data that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to this Agreement. "Confidential Information," however, does not include information that the receiving party can demonstrate by documents that (i) is or becomes publicly
known or available without breach of this Agreement, (ii) is received by a receiving party from a third party without breach of any obligation of confidentiality by such other third party, (iii) was previously known by the receiving party as demonstrated by its written records, or (iv) is independently developed by the receiving party without access to or use of such Confidential Information as demonstrated by contemporaneously prepared documentation.

1.6 “ETS” is a trade name for Educational Testing Service, a non-profit, non-stock research and testing organization that is providing HiSET, the high school equivalency testing program.

1.7 “ETS-owned Technologies” shall mean ETS’s pre-existing hardware and software systems used to deliver HiSET test materials to the Test Center and/or record test taker responses, including but not limited to the ETS portal for registering HiSET Test Takers and for delivering final score reports.

1.8 “ETS Proprietary Materials” shall mean all HiSET test materials, including but not limited to, test books, test items, reports, data, answer sheets, instructional manuals and directions, ETS pre-existing proprietary software, and all derivative works of such ETS Proprietary Materials adapted for use for the high school equivalency program provided by ETS to the Test Center for the delivery and/or administration of the HiSET.

1.9 “ETS Trademarks” shall mean the trademarks and/or service marks of ETS, including without limitation ETS®, HiSET® and the modernized ETS logo.

1.10 “Equipment” shall mean any equipment necessary for the administration of the HiSET tests at the Test Center, including but not limited to an appropriate testing room, accommodations, desks, lighting, pens/pencils, etc. Such Equipment shall be dedicated solely to the administration of the HiSET test for the duration of the HiSET test.

1.11 “HiSET®” is the brand name for the ETS High School Equivalency Testing program owned and licensed for use by ETS.

1.12 “Intellectual Property Rights” shall mean (i) copyrights and copyright applications or registrations, including any renewals, in either the United States or any other country; (ii) trademarks, service marks, trade names, and applications or registrations for any of the foregoing in the United States or any other country; (iii) trade secrets or any data or information which provides value or a competitive advantage to its holder by not being publicly known; and (iv) patents, patent applications, continuations, divisional, reexaminations, reissues, continuations-in-part, and foreign equivalents of the foregoing, in the United States, or any other country.

1.13 “PBT” is an acronym for paper-based testing or the delivery of a HiSET test via paper format.

1.14 “Returnable Test Materials” shall mean the paper version of all used and unused test booklets and answer sheets for the HiSET test.

1.15 “Subtests” shall mean the content area (or subject area) tests that constitute the full HiSET battery of assessments.

1.16 “Term” shall have the meaning specified in Section 2.1 hereof.
1.17 "Test(s)" shall mean the ETS-owned and copyrighted HiSET test, developed and provided by ETS in paper and/or electronic format for use in the high school equivalency testing program.
1.18 "Test Materials" shall mean all HiSET test materials, including test booklets, test items, reports, data, answer sheets, and related materials including administration instruction manuals and directions provided to the Test Center by ETS in print, electronic, or other format.
1.19 "Test Center" shall mean facilities selected and approved by the California Department of Education to deliver the HiSET tests in CBT and/or PBT formats to pre-registered Test Takers.
1.20 "Test Taker(s)" shall mean the individual(s) sitting for a HiSET test at the Test Center. Other titles for the Test Taker may be examinee or candidate.
1.21 "Test Taker Data" shall mean any and all information obtained/accessed by, or disclosed to the Test Center about the Test Taker, including (i) information regarding a Test Taker’s name, addresses, or other personally identifiable information (e.g., passport or social security numbers); (ii) any list or grouping of Test Takers, regardless of whether such list also includes publicly available information; and (iii) test scores.
1.22 "Testing Fees" shall have the meaning specified in Section 6.1 hereof.

2. Term and Termination of Agreement.

2.1 This Memorandum of Understanding shall be effective from December 1st, 2014 through December 31, 2016 (the “Term”), with the option for negotiated renewals every year thereafter. The policies and procedures for the newly-introduced HiSET program are in development and changes to such policies and procedures during their development will not impact the prices specified in this MOU.

2.2 This MOU may be terminated as follows:
(a) In the event of a material breach by either Party that is not cured within 30 days after written notice by the non-breaching party; and
(b) For convenience, upon 120 days prior written notice, provided that in the event of such termination the Parties agree to complete all services that are in progress pursuant to the terms and conditions set forth in this MOU.

3. ETS Responsibilities.

3.1 Under the terms of this MOU, ETS is responsible for:
a. Providing the ETS-owned Test (in PBT and CBT formats, including Alternate Test Forms) as one of the high school equivalency tests approved by CDE for California residents seeking an equivalency high school diploma;
b. Delivering the Test to the approved Test Center in PBT and CBT formats for testing purposes;
c. Scheduling and providing training for appropriate staff and approved test administrators;
d. Providing access to the ETS web-based portal for Test Takers and the pre-approved Test Center with appropriate user identification and password permissions;

e. Providing access via an ETS-managed, web-based portal for Test Takers registering for PBT or CBT assessments (based on individual Test Taker choice);

f. Retaining Test Taker Data online on the web-based site;

g. Invoicing the Test Center on a monthly basis for the number of tests completed based on the pricing schedule provided in Exhibit 1, attached hereto and hereby made part of this MOU;

h. Shipping secure PBT Test Materials to the Test Center;

i. Reviewing and approving or denying requests for accommodations from Test Takers with disabilities, and confirming the details (including test date and location) and accommodation requirements with the Test Taker based on your approval;

j. Providing Alternate Test Form(s) (including Braille, large print, audio versions) and/or additional testing time, and communicating approved accommodations for Test Takers with disabilities to the Test Center;

k. Providing pre-paid return mailing labels and envelopes to the Test Center for the secure return to ETS of Returnable Test Materials;

l. Notifying CDE of any incident occurring at the Test Center within 3 business days of ETS becoming aware of the incident;

m. Pending receipt of a properly submitted answer sheet at ETS for PBT and receipt of electronic answers for CBT, providing results of multiple choice test scoring within 3 to 5 business days, with constructed response results within 5 to 10 business days;

n. Posting final score report data online for Test Taker and Test Center access;

o. Collecting the required California $20.00 per test taker fee and remitting to the State in conformance with California regulations; and

p. Conducting Test Center compliance audits.

3.2 ETS will not be responsible for:

a. Paying or subsidizing the Test Center for the use of facilities and personnel;

b. Hiring or managing Test Center personnel or compensating them in any way;

c. Printing or mailing individual score reports directly to Test Takers;

d. Any actions taken by Test Center personnel or occurring at the Test Center;

e. Any delays, accidents, incidents, any actions by Test Takers or other unforeseen circumstances occurring at the Test Center;

f. Any security breaches, directly or indirectly caused by Test Takers or Test Center personnel and/or by the failure of equipment at the Test Center; and

g. Collecting or paying for any operational costs that may be imposed for use of the Test Center facilities.


4.1 Under the terms of this MOU, the Test Center is responsible for:
a. Establishing policies for the admission of Test Takers at the Test Center in conformance with applicable ETS and State policies;
b. Hiring, training, and paying all salaries or fees associated with Test Center personnel;
c. Establishing testing guidelines and policies, including ADA compliance policies and procedures, and conducting Test Center compliance audits in accordance with State requirements;
d. Enforcing ETS’s guidelines for secure test administrations;
e. Notifying ETS of a Test Center incident, security breach, Equipment failure, or other related incident impacting testing within 24 hours of its occurrence;
f. Notifying ETS of a Test Center closing; and
g. Within 30 days of the receipt of the monthly ETS invoice, paying ETS in accordance with Exhibit 1.
h. Participating and cooperating with ETS when ETS conducts test center audits

5. **Limitation of Liability.**

ETS WILL NOT BE LIABLE TO THE TEST CENTER OR TO ANY TEST-TAKER FOR ANY DAMAGES ARISING OUT OF THE TEST CENTER’S ACCESS TO, OR INABILITY TO ACCESS OR USE, THE TEST MATERIALS HEREIN, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, AND WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOSS OF PRIVACY, SECURITY OF DATA, FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR LACK OF PROFESSIONAL EFFORT), OR FOR ANY OTHER INDIRECT DAMAGES WHATSOEVER, THAT ARISE OUT OF OR ARE RELATED TO THE ETS PROPRIETARY MATERIALS OR THE TEST ADMINISTRATIONS, EVEN IF ETS (OR AN AFFILIATE, SERVICE PROVIDER, OR AGENT) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION. ETS IS NOT RESPONSIBLE FOR PHYSICAL INJURY OR PROPERTY DAMAGE SUFFERED BY OR CAUSED BY A TEST-TAKER SITTING FOR THE HISET ASSESSMENT. ETS DOES NOT WARRANT THAT THE HISET OR ANY TEST MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE AT THE TEST CENTER.

6. **Compensation and Payment.**

6.1 As full and complete compensation for the services provided under this MOU, the Test Center will compensate ETS based on the number of tests scored at ETS on a monthly basis. ETS will invoice the Test Center in accordance with Exhibit 1 attached. Payment terms are net 30 days. ETS is not responsible for the payment of any State or local taxes that may be incurred through the collection of Test Center or State fees. If such taxes are levied against ETS, the Test Center or the Test Center is responsible for payment.
Nevada Joint Union High School District & ETS  
HiSET MOU  

6.2 The Test Center may collect or charge separate operational fees for the use of their facilities. These fees are not payable to or by ETS, and shall be incurred by the Test Center or the individual Test Takers. Advertising and establishing fees or expenses associated with the use of the Test Center's testing facilities are the responsibility of the Test Center and/or the Test Center. Test Center personnel who administer the Test are not employees of ETS.

7. **Test Taker Retest Policy.**

Test Takers who register for all five Subtests in one purchase will be permitted to take the full battery Test again at no additional cost up to two times in a 12 month period beginning on the date of the original battery purchase. After the 12 month expiration, a $15 subtest fee will apply, if a Test Taker is taking individual Subtests. Test Takers have the option to purchase a new test battery after expiration of the original battery period.

8. **Intellectual Property.**

8.1 ETS shall own all right, title and interest in and to the ETS Proprietary Materials and the ETS-owned Technologies, including all Intellectual Property Rights therein.

8.2 The California Department of Education shall own all right, title and interest in and to the Test Taker Data.

8.3 Except as permitted in section 10.1 of this MOU, neither Party may use the other Party's trade name, trademark, service mark, logo or other designations for promotional or marketing activities without the express written permission of the other Party. However, the Parties may list each other as clients or vendors respectively.

9. **Confidentiality.**

9.1 The Parties agree to keep Confidential Information, including but not limited to performance, financial, contractual and technical information which may be exchanged during the Term of this MOU, in confidence at least to the extent it uses to protect its own confidential information. Such Confidential Information shall not be disclosed to any third party without the prior written approval of the Party whose Confidential Information may be disclosed. Restrictions as to the disclosure and use of Confidential Information shall continue for five years beyond the expiration date of this MOU.

9.2 The Test Center agrees to protect the privacy of the confidential personally identifiable information contained in the Test Taker Data such as, but not limited to, names, addresses, telephone numbers, dates of birth, test scores, and any other information provided by the Test Takers in strictest confidence, in accordance with the requirements
of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), the Federal law that protects the privacy of student education records.

10. ETS Trademarks.

10.1 Notwithstanding the limitations set forth in Section 8.2 of this MOU, ETS grants to the Test Center a limited, non-exclusive, non-transferable, revocable license to use the ETS Trademarks in order to fulfill its responsibilities to the Nevada Joint Union High School District in this MOU, and to reproduce or create promotional materials and signage to inform the public about the Test and the locations of Test Center, provided that (i) the Test Center shall comply with all ETS standards for quality in delivering and administering the Test, (ii) the Test Center shall comply with all trademark and branding guidelines developed for use of the ETS Trademarks, and (iii) the Test Center shall submit all promotional materials for review and prior approval by the Office of the General Counsel of ETS before production and distribution of such promotional materials. The Test Center shall submit such promotional materials for review and approval by email to mshepherd@ets.org, or by mail or fax to: Mary Shepherd, Senior Trademark Administrator, Office of the General Counsel – TDI Group, 660 Rosedale Rd, MS 05-C, Princeton, NJ 08541; Fax: +1 (609) 734-1700.

10.2 Except for ETS-approved promotional materials and/or signage provided to authorized Test Center by ETS the Test Center, the Test Center acknowledges and agrees that (i) its Test Center are not authorized to use, reproduce, copy or create materials for promotional purposes or to register and use any Internet Domain Name bearing the ETS name, trademarks or service marks, or the marks of ETS or its service providers, whether such marks or names now exist or may exist during the Term of this Agreement, without the prior written approval and review of such materials by the Office of the General Counsel of ETS, and (ii) that the Test Center will assist ETS in taking corrective action in the event ETS identifies a violation of ETS’s trademark rights by any Test Center. Notwithstanding anything to the contrary in this Agreement, no trademark license is hereby granted to any Test Center.

11. Rights upon Expiration or Termination.

Upon expiration or termination of this MOU, the Test Center shall return to ETS all ETS Confidential Information in its control and/or possession, or destroy the Confidential Information and provide ETS with a confirmation signed by a duly authorized officer or representative of the Test Center.


Neither Party shall be liable to the other for delays in performance caused by fires, floods, civil riots, strikes, labor controversies, acts of God, acts of war, acts of terrorism,
governmental restrictions, or inability to obtain transportation or transmission facilities or other circumstances similar or dissimilar which are beyond the control of the Parties. In the event of any delay in performance due to any such event, the Parties shall promptly notify each other and give a date for completion of services as reasonably extended to overcome the effects of such cause.


The terms and conditions of this MOU shall be governed by the laws of California, without regard to its conflict of laws and principles. The Parties agree and hereby submit to the exclusive personal jurisdiction and venue of Test Center and federal courts in California for the resolution of any disputes arising from this MOU’s terms and conditions.

14. Entire Agreement.

This MOU constitutes the entire understanding and agreement between the Parties as to the subject matter hereof and supersedes any prior terms and conditions, agreements, and understandings, whether oral or written. Any modification or amendment of any provisions of this Agreement shall not be binding on either Party unless in writing and signed by the authorized representatives of both Parties.

This MOU has been entered into by the Parties by signature of each Party’s respective duly authorized representative.

EDUCATIONAL TESTING SERVICE

By: ________________________________
Name: Diane Bailey
Title: VP Production & Logistics
Date: ________________________________

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

Attached
Exhibit 1 - The California HiSET Fee Schedule
Nevada Joint Union High School District & ETS
HiSET MOU

Exhibit 1
The California HiSET Fee Schedule

In accordance with Paragraph 6.0 Compensation and Payment, ETS will collect payment from Test Centers as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit of Measure</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paper-based full test battery*</td>
<td>Each</td>
<td>$50.00 per test taker</td>
</tr>
<tr>
<td>Computer-based full test battery*</td>
<td>Each</td>
<td>$50.00 per test taker</td>
</tr>
<tr>
<td>Paper-based sub-test*</td>
<td>Each</td>
<td>$15.00 per test taker</td>
</tr>
<tr>
<td>Computer-based sub-test* (including Alternate Test Forms at no additional fee)</td>
<td>Each</td>
<td>$15.00 per test taker</td>
</tr>
</tbody>
</table>

**California State Testing Fee: $20.00 per Test Taker**

<table>
<thead>
<tr>
<th>Retest Policy</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>In the year of 1st test attempt</td>
<td>Up to two additional attempts included in full test battery fee</td>
<td>No additional cost*</td>
</tr>
<tr>
<td></td>
<td>Sub-test fee</td>
<td>$15.00 per test taker per sub-test</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Practice Tests</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Paper-based practice test</td>
<td>Each</td>
<td>$7.50 per sub-test</td>
</tr>
<tr>
<td>Computer-based practice test</td>
<td>Each</td>
<td>Purchased directly from Aztec Software, not ETS</td>
</tr>
</tbody>
</table>

*The retest attempts must be completed within 12 months from the date of test battery purchase. The retest fee waiver is only applicable to Test Takers purchasing the full battery. Individuals purchasing Subtests rather than full battery testing cannot take advantage of the retest fee waiver.

Practice Tests

Additional provisions regarding practice tests follow:

a) ETS will offer one practice test in all five subject areas (Subtests) at no additional charge as a downloadable PDF on the informational website.
b) ETS will offer a second practice test in each of the five subject areas (Subtests) which is available for purchase on the informational website.
c) ETS will work with Test Center to enable them to be of assistance to Test Takers who are not able to download practice tests independently.
General Policies and Procedures

Collection and payment of Testing Fees will be guided by the following policies:
   a) ETS will not accept mail-in applications for scheduling.
   b) ETS will provide a Computer-based, online registration system for Test Taker registration.
   c) ETS will not collect individual fees that are payable to the Test Center for operational purposes.
   d) ETS will invoice the Test Center on a monthly basis for tests scored. Payment terms are net 30 days.

General Payment and refund policies are as follows:
   a) All fees are paid in U.S. dollars.
   b) Taxes must be included where acceptable.
   c) Refunds will be made in U.S. dollars.
   d) Services may be withheld for non-payment of fees.
   e) ETS reserves the right to add or remove criteria regarding online payment methods at its own discretion and without notice.
SCHEDULING OF ANNUAL ORGANIZATIONAL MEETING

TO: Holly Hermansen
Nevada County Superintendent of Schools
112 Nevada City Hwy
Nevada City, CA 95959

FROM: Nevada Joint Union High School District
School District

The annual organizational meeting of this district has been set for:

Date: December 10, 2014
Time: 6:00 p.m. (open session)
Place: Bear River High School

This action was taken during the regular meeting immediately preceding December 5, 2014.

I hereby certify that fifteen (15) days prior to the date set for the December 2014 organizational meeting all members will be notified in writing of the time and place of the annual organizational meeting.

Signed: _______________________
Title: Superintendent

Date: _______________________

PLEASE NOTE: If this form is not received by the County Superintendent of Schools by 5:00 p.m., November 21, 2014, the County Superintendent shall set the date and time of the annual organizational meeting as required by Education Code § 35143 which states:

“If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, prior to the first day of such 15-day period and after the regular meeting of the board held immediately prior to the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. He shall notify in writing all members and members-elect of the date and time.”

The date designated shall be within the period of December 5 to December 20, 2014, inclusive.
ITEM “K”

POLICY MANUAL REVIEW
<table>
<thead>
<tr>
<th>POLICY</th>
<th>TITLE</th>
<th>OPTIONS/BLANKS</th>
<th>ADOPT DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>AR 1312.4</td>
<td>Williams Uniform Complaint Procedures</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>E(1) 1312.4</td>
<td>Williams Uniform Complaint Procedures</td>
<td>Replace Exhibit  X-Yes  □No</td>
<td></td>
</tr>
<tr>
<td>E(2) 1312.4</td>
<td>Williams Uniform Complaint Procedures</td>
<td>Replace Exhibit X-Yes □No</td>
<td></td>
</tr>
<tr>
<td>BP 1330</td>
<td>Use of School Facilities</td>
<td>OPTION 1: □</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OPTION 2: □</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OPTION 3: X</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Adopted with these changes: (1) BP 1330(a) delete</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&quot;Subject to prior approval by the Board&quot; at bottom</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>of page, and (2) BP 1330(b) under Fees – insert</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>swimming pools in first paragraph.</td>
<td></td>
</tr>
<tr>
<td>BP 4112.2</td>
<td>Certification</td>
<td>Delete last paragraph under National Board</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>for Professional Teaching Standards on page BP4112.2(d)</td>
<td></td>
</tr>
<tr>
<td>AR 4112.2</td>
<td>Certification</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>BP 4112.21</td>
<td>Interns</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>AR 4112.21</td>
<td>Interns</td>
<td>Optional policy –<em>Do Not Adopt</em></td>
<td></td>
</tr>
<tr>
<td>BP 4115</td>
<td>Evaluation/Supervision</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>AR 4115</td>
<td>Evaluation/Supervision</td>
<td>Delete all but first sentence on page AR4115(c)</td>
<td></td>
</tr>
<tr>
<td>BP 4117.3</td>
<td>Personnel Reduction</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>BP 4131.1</td>
<td>Teacher Support and Guidance</td>
<td>Delete page BP 4131.1 (c)</td>
<td></td>
</tr>
<tr>
<td>AR 4131.1</td>
<td>Teacher Support and Guidance</td>
<td>Optional Regulation –<em>Do Not Adopt</em></td>
<td></td>
</tr>
<tr>
<td>BP 4138</td>
<td>Mentor Teachers</td>
<td>Delete BP  X-Yes □No</td>
<td></td>
</tr>
<tr>
<td>AR 4138</td>
<td>Mentor Teachers</td>
<td>Delete AR  X-Yes □No</td>
<td></td>
</tr>
<tr>
<td>BP 4139</td>
<td>Peer Assistance and Review</td>
<td>Delete BP  X-Yes □No</td>
<td></td>
</tr>
<tr>
<td>AR 4139</td>
<td>Peer Assistance and Review</td>
<td>Delete AR  X-Yes □No</td>
<td></td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Action</td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------------------------</td>
<td>---------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>BP 4315</td>
<td>Evaluation/Supervision</td>
<td>Delete #1 on page BP 4315(b)</td>
<td></td>
</tr>
<tr>
<td>BP 4315.1</td>
<td>Staff Evaluating Teachers</td>
<td>Delete BP X-Yes □ No</td>
<td></td>
</tr>
<tr>
<td>E 4319.21</td>
<td>Professional Standards</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>BP 5147</td>
<td>Dropout Prevention</td>
<td>Add “Student Attendance Mediation” to options for referral in #7 and delete #10 on page BP 5147(c) on page BP 5147(c) Delete reference to middle school on page BP 5147(d)</td>
<td></td>
</tr>
<tr>
<td>BP 5149</td>
<td>At-Risk Students</td>
<td>Delete AR X-Yes □ No</td>
<td></td>
</tr>
<tr>
<td>AR 6146.2</td>
<td>Certificate of Proficiency/High School Equivalency</td>
<td>Adopt as presented. Ask to waive first reading adopt 11/13/2014. Item #K(i)</td>
<td></td>
</tr>
<tr>
<td>BP 6172</td>
<td>Gifted and Talented Student Program</td>
<td>We do not have this optional policy. Do not recommend adoption.</td>
<td></td>
</tr>
<tr>
<td>AR 6172</td>
<td>Gifted and Talented Student Program</td>
<td>We do not have this optional policy. Do not recommend adoption.</td>
<td></td>
</tr>
<tr>
<td>E(1) 9323.2</td>
<td>Actions by the Board</td>
<td>Replace E(1) X-Yes □ No</td>
<td></td>
</tr>
</tbody>
</table>

**MINOR REVISIONS:**
Delete AR 4112.42/4212.42/4312.42 – we do not have this regulation.
Note: Descriptions below identify major revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts should review the sample materials and modify their own policies accordingly.

AR/E 1312.4 - Williams Uniform Complaint Procedures
(AR/E revised)

**Mandated** regulation updated to delete the use of Williams uniform complaint procedures for complaints regarding deficiencies in intensive instruction for students who fail to pass the high school exit examination by the end of grade 12, since **NEW LAW (AB 97, 2013)** eliminated categorical funding for that program.

Exhibits updated to delete, from the sample classroom notice and sample complaint form, material related to the provision of intensive instruction to students who fail to pass the high school exit exam, since **NEW LAW (AB 97, 2013)** eliminated categorical funding for that program.

BP 1330 - Use of School Facilities
(BP revised)

**Mandated** policy updated to reflect **NEW TITLE 5 REGULATIONS** (Register 2014, No. 19) which (1) require boards to adopt a fee schedule that specifies the hourly fee to be charged for specific school facilities or grounds or for types/categories of school facilities or grounds, (2) contain specific rules for determining "direct costs" to be charged for use of school facilities and grounds, (3) authorize districts to discount direct cost fees based on the type or category of the applicant, and (4) address the expenditure of funds collected as capital direct costs.

BP/AR 4112.2 - Certification
(BP/AR revised)

Policy updated to add and clarify material, formerly in AR, on priorities for hiring when a teacher with a preliminary or clear credential is unavailable. Policy also reflects **NEW TITLE 5 REGULATIONS** (Register 2013, No. 28) which provide that the provisional internship permit is not renewable and change the timelines for reissuance of emergency permits. Material on advanced certification through the National Board for Professional Teaching Standards (NBPTS) updated to reflect **NEW LAW (AB 97, 2013)** which eliminated categorical funding for incentive awards to NBPTS-certificated teachers.

Regulation updated to delete material on visiting faculty permits pursuant to the sunset date in Education Code 44300.1. Regulation also reflects **NEW TITLE 5 REGULATIONS** (Register 2013, No. 28) which provide that the provisional internship permit is not renewable and change the timelines for reissuance of emergency permits.

BP/AR 4112.21 - Interns
(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 97, 2013)** which eliminated the enhanced intern program, the alternative certification program designed to address teacher shortages in geographic or subject matter areas, the Certificated Staff Mentoring Program, and the Beginning Teacher Support and Assessment (BTSA) program. Policy also clarifies that an intern program must be approved by the Commission on Teacher Credentialing (CTC), reflects **NEW TITLE 5 REGULATIONS** (Register 2014, No. 7) addressing the qualifications and support/supervision of interns, and reflects **NEW FEDERAL LAW** (P.L. 113-46) which extends through 2015-16 the authority for districts to assign interns to teach core academic subjects if they meet the State Board of Education's (SBE) definition of a "highly qualified teacher."
POLICY GUIDESHEET
August 2014
Page 2 of 4

Regulation reorganized to delete separate sections for university and district intern programs since all programs are subject to the same CTC program standards and NEW TITLE 5 REGULATIONS (Register 2014, No. 7) addressing support/supervision of interns. Regulation also deletes material on the enhanced intern program as well as the alternative certification program designed to address teacher shortages in geographic or subject matter areas, as those programs were eliminated by NEW LAW (AB 97, 2013).

BP/AR 4115 - Evaluation/Supervision
(BP/AR revised)
Mandated policy updated to include evaluation criteria formerly in AR since establishing criteria is a responsibility of the board. Policy also revised to clarify that evaluation procedures are subject to negotiation.

Mandated regulation updated to reflect NEW LAW (AB 97, 2013) which eliminated the Peer Assistance and Review (PAR) program. Regulation also adds section on qualifications of evaluators based on material formerly in BP 4315.1 - Staff Evaluating Teachers.

BP 4117.3 - Personnel Reduction
(BP revised)
Policy updated to clarify requirements related to the determination of the order of layoffs when it is necessary to reduce the number of certificated employees for economic reasons specified in law. Section on "Reappointment" revised to address priority for offering a laid-off employee first opportunity for substitute service during the period of preferred right to reappointment.

BP 4131.1 - Beginning Teacher Support/Induction
(BP deleted)
Policy deleted due to the elimination of the BTSA program pursuant to NEW LAW (AB 97, 2013). Key concepts incorporated into new BP 4131.1 - Teacher Support and Guidance.

BP/AR 4131.1 - Teacher Support and Guidance
(BP/AR added)
New policy addresses the provision of intensive support and guidance for individual teachers who are new to the profession and other teachers who need additional development in subject matter knowledge, instructional methods, and/or classroom management. Policy incorporates concepts formerly in BP 4131.1 - Beginning Teacher Support/Induction, BP/AR 4138 - Mentor Teachers, and BP/AR 4139 - Peer Assistance and Review for related categorical programs eliminated by AB 97 (2013).

New regulation addresses the qualifications of mentors/support providers and applies consistent selection criteria for all district induction and support programs. Regulation also includes optional section reflecting general concepts of the PAR program, eliminated by NEW LAW (AB 97, 2013).

BP/AR 4138 - Mentor Teachers
(BP/AR deleted)
Policy and regulation deleted due to the elimination of the Certificated Staff Mentoring Program pursuant to NEW LAW (AB 97, 2013). Key concepts incorporated into new BP 4131.1 - Teacher Support and Guidance.

BP/AR 4139 - Peer Assistance and Review
(BP/AR deleted)
Policy and regulation deleted due to the elimination of the PAR program pursuant to NEW LAW (AB 97, 2013). Key concepts incorporated into new BP 4131.1 - Teacher Support and Guidance.
BP 4315 - Evaluation/Supervision
(BP revised)
Mandated policy reorganized to delete separate sections for certificated and classified administrators/supervisors to provide consistency in evaluation purposes and procedures. Policy also revised to emphasize consistency of evaluation procedures with employee contracts and collective bargaining agreements, link staff evaluations to decisions about contract renewal as specified in AR 4312.1 - Contracts, add optional evaluation criteria specified in law, and reflect the revised California Professional Standards for Educational Leaders as adopted by the CTC in February 2014.

BP 4315.1 - Staff Evaluating Teachers
(BP deleted)
Policy deleted and key concepts incorporated into BP 4115 - Evaluation/Supervision.

E 4319.21 - Professional Standards
(E revised)
Exhibit updated to reflect the revised California Professional Standards for Educational Leaders as adopted by the CTC in February 2014.

BP 5147 - Dropout Prevention
(BP revised)
Policy updated to reflect NEW LAW (AB 97, 2013) which eliminates the Pupil Retention Block Grant. Policy also adds material on (1) efforts that support regular school attendance for all students, (2) use of student assessment results and/or teacher evaluations to identify students at risk of dropping out, (3) dropout prevention, intervention and recovery strategies, and (4) indicators for measuring student engagement.

BP 5149 - At-Risk Students
(BP deleted)
Policy deleted and key concepts incorporated into BP 5147 - Dropout Prevention.

AR 6146.2 - Certificate of Proficiency/High School Equivalency
(AR revised)
Regulation updated to reflect NEW TITLE 5 REGULATIONS (Register 2013, No. 39) which delete the requirement that the SBE use only the General Educational Development (GED) test for the purpose of awarding the California High School Equivalency Certificate, and subsequent action by the SBE (March 2014) designating three tests that may be used to earn the certificate: the GED, High School Equivalency Test (HiSET), and Test Assessing Secondary Completion (TASC).

BP/AR 6172 - Gifted and Talented Student Program
(BP/AR revised)
Policy updated to reflect NEW LAW (AB 97, 2013) which eliminated categorical funding and requirements for the Gifted and Talented Education (GATE) program. Policy retains key concepts regarding the identification of gifted and talented students for specialized instructional programs, types of educational opportunities that may be offered to such students, and the participation of key stakeholders in program planning, implementation, and evaluation.

Regulation updated to reflect NEW LAW (AB 97, 2013) which eliminated GATE requirements. Regulation deletes definitions, requirement for a program plan with specified components, and appeals by parents/guardians when their child is not selected for the program. Regulation also revises material on identification of gifted and talented students to delete detailed requirement for evaluation by experts.
E 9323.2 - Actions by the Board
(E revised)

Exhibit updated to reflect NEW LAW (AB 97, 2013) which repealed Education Code 17583, including the requirement for a two-thirds vote of the board to transfer excess local funds from a deferred maintenance fund under certain circumstances. List of actions requiring a four-fifths vote of the board expanded to add two resolutions related to district borrowing.
MINOR REVISIONS

CSBA periodically issues Technical Revisions to make nonsubstantive changes in sample policies, administrative regulations or board bylaws based on renumbering of laws, changes in the coding of cross-referenced policies, or similar corrections in Notes, legal references, management resources or cross-references.

However, from time to time, changes occur that are relatively minor but affect the text of the sample material. When it is not necessary to reissue the entire sample because the changes are limited, such changes will be highlighted in the following document. It is recommended that districts review the following revisions and incorporate them in district materials as appropriate.

Strikeout indicates material to be deleted; boldface type indicates material to be inserted.

AR 3554 - Other Food Sales
In the last paragraph of AR, change "or" to "and" as follows:

The Superintendent or designee shall maintain records, or and shall require organizations selling foods and beverages to maintain records, to document compliance with federal nutrition standards for all competitive foods and beverages sold through and outside the district's food services program. At a minimum, these records shall include receipts, nutrition labels, and/or product specifications. (7 CFR 210.11)

Rationale: To more accurately reflect 7 CFR 210.11

AR 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers
In the section on "Post-Accident Testing," revise item #2 as follows:

2. The driver receives a citation for alcohol use within eight hours of the accident, or for drug use within 32 hours of the accident, a moving traffic violation and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

Rationale: To more accurately reflect 49 CFR 382.303

BP 6142.94 - History-Social Science Instruction
Revise last paragraph of BP to delete reference to the Standardized Testing and Reporting program, as follows:

The Superintendent or designee shall regularly evaluate and report to the Board regarding the implementation and effectiveness of the history-social science curriculum
at each grade level, including, but not limited to, the extent to which the program is aligned with state standards, test results from the Standardized Testing and Reporting Program at applicable grade levels, any applicable student assessment results, and feedback from students, parents/guardians, and staff regarding the program.

Rationale: AB 484 (Ch. 489, Statutes of 2013) amended Education Code 60640-60649 to transition from the Standardized Testing and Reporting program to the California Assessment of Student Performance and Progress. Currently the CASPP does not include an assessment of history-social science performance but such an assessment may be added in the future. Other state, national and district assessments also may provide data on history-social science performance that may be used to evaluate the effectiveness of the district's instructional program.

AR 6159.4 - Behavioral Interventions for Special Education Students
In the section on "Functional Behavioral Assessment," revise first paragraph as follows:

Prior to providing any behavioral intervention service to a student with a disability, an Any FBA to be conducted for a student with a disability shall focusing on identifying the function or purpose of the student's behavior shall be conducted by the student's IEP team.

Rationale: To remove confusion as to when a functional behavioral assessment is required.

BB 9223 - Filling Vacancies
In section "Events Causing a Vacancy," revise item #9 to delete "or bond" as follows:

9. A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed (Government Code 1770)

Rationale: Although item #9 reflects Government Code 1770, the bond practice is outdated.

BB 9230 - Orientation
Revise first paragraph as follows:

The Governing Board desires to provide Board candidates with orientation information that will enable them to understand the responsibilities and expectations of Board membership. The Superintendent or designee shall provide all candidates with general information about school programs, district operations, and Board responsibilities and the county election official's contact information. He/she may also provide candidates with information about the election process, including, but not limited to, information about campaign conduct and ballot statement information.

Rationale: To align superintendent's responsibility with district's authority.
ITEM "L"

INFORMATION
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
2013-2014 Annual Report of Developer Fees

This annual report of fees imposed on development pursuant to Education Code Section 65995 and Government Code Section 66000 et.seq. is prepared in accordance with GC 66006. Specific Government Code references are noted thus: 66066(b)(1). The project expenses include a prorated portion of administrative costs.

**Description of Fee:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>66006(b)(1)(A)</td>
<td>These fees are assessed on new residential and non-residential development in order to help mitigate the effects of new development on the District.</td>
</tr>
<tr>
<td>66006(b)(1)(B)</td>
<td>$1.28 per square foot of residential development</td>
</tr>
<tr>
<td></td>
<td>$0.20 per square foot of non-residential development</td>
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</tbody>
</table>

**Summary of Capital Facilities Fund (Fund 25)**

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<thead>
<tr>
<th>Agency</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$280,943</td>
</tr>
<tr>
<td>Fee Revenue</td>
<td>$383,833</td>
</tr>
<tr>
<td>Interest</td>
<td>$1,686</td>
</tr>
<tr>
<td>Expense</td>
<td>$251,354</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$415,108</td>
</tr>
</tbody>
</table>

**Project Fees Applied Towards Project 2013-14 Project Cost Fee Percentage**

<table>
<thead>
<tr>
<th>Project</th>
<th>Fees Applied Towards Project</th>
<th>13-14 Project Cost</th>
<th>Fee Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>NU Portable Lease/Purchase</td>
<td>$0</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>BRHS Portable Lease/Purchase</td>
<td>$0</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>BRHS Library Debt Service Pymt</td>
<td>$251,354</td>
<td>$251,354</td>
<td>100%</td>
</tr>
<tr>
<td>Park Avenue Portable Lease/Purchase</td>
<td>$0</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>McCourtney Portable Lease/Purchase</td>
<td>$0</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>TOTAL EXPENSES</td>
<td>$251,354</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NU = Nevada Union High School  
BR = Bear River High School

**Refunds pursuant to GC 66001:** none

12-Nov-14
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
11645 RIDGE ROAD
GRASS VALLEY, CA. 95945

Quarterly Report on Williams Uniform Complaints
[Education Code 35186(d)]

Person completing this form: Trisha Dellis

Title: Assistant Superintendent

Quarterly Report Submission Date:
- ☐ May 2014
- ☐ August 2014
- ☑ November 2014
- ☐ February 2015

Date for information to be reported publicly at governing board meeting: November 12, 2014

☒ 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.

<table>
<thead>
<tr>
<th>General Subject Area</th>
<th>Total No. of Complaints</th>
<th>Number Resolved</th>
<th>Number Unresolved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Textbooks &amp; Instructional Materials</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Teacher Vacancy or Misassignment</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facilities Conditions</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>CAHSEE Intensive Instructional &amp; Services</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Totals</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

DR. LOUISE JOHNSON
Printed Name of Superintendent

Signature of Superintendent

11-5-2014
Date