ITEM "I"

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**TOTAL AMOUNT:**

- District Total: $95,441.92
- Batch Total: $50,800.00
- Total: $95,441.92
- Batch: 15
- Fund: 73

**CLAIM WARRANT AND DISTRIBUTION TRANSMITTAL:**

Page No. 25
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**CLAIMS**

**BATCH:** 16 FUND: 09 CHARTER-BLOCK GRANT FUNDED

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**CLAIMS WAREHOUSE AND DISTRIBUTION TRANSPORT**

**Claims Number: 17**

**To Account: 23**

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**Warrant Count:** 18

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CLAIMS WARRANT AND DISTRIBUTION TRANSMITTED: 17 FUND: 11 AWARD EDUCATION FUND

PAGE NO. 20
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CLAIMS WARRANT AND DISTRIBUTION TRANSMISSION

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**Batch:** 19

**Fund No.:** 19

**Claim Warrant and Distribution Transmittal**
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CLAIMS Warrant and Distribution Transmittal

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CLAIMS WARRANT AND DISTRIBUTION TRANSMITTAL

BATCH: 20 PUMP. 11 ADULT EDUCATION FUND

Page No. 23
**b. Personnel**

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

1.) **Certificated Personnel**
A) Temporary stipend of $4106.00 for Janet Mason as WASC Chairperson at GHS for the 2013/14 school year;
B) Temporary stipend of $3490.00 for Noah Levinson, for ASB events at GHS for the 2013/14 school year;
C) Temporary stipend of $630.00 for Janet Mason as AVID Site Coordinator at GHS for the 2013/14 school year;
D) Temporary stipend of $630.00 for Kristanne Heaton as AVID Site Coordinator at GHS for the 2013/14 school year;
E) Temporary stipend of $630.00 for Kristin Aguilar as AVID Site Coordinator at GHS for the 2013/14 school year;
F) Temporary stipend of $1600.00 for Noah Levinson, for Yearbook at GHS for the 2013/14 school year;
G) Temporary stipend of $3490.00 for Ron Godwin, for Teacher Lead/Common Core/online Curriculum at SSHS for the 2013/14 school year;
H) Resignation of Amy Linden, BRHS Librarian and teacher, effective 12/20/2013;

2.) **Classified Personnel**
A) Change in position for Miguel Lopez, to Technology Services Technician II, effective 10/11/2013;
B) Hire of Neal Adams, BRHS Custodian;
C) Hire of Nita Smith, SSHS Cafeteria Employee;

3.) **Temporary/Extra Duty/Short-Term Personnel**
A) Hire of Melissa Oran, Substitute Cafeteria Employee, hours vary, as needed;
B) Hire of Chelsea Asman, to choreograph and stage one piece for the Advanced Dance Class for the Spring for Dance production for $450 and teach master classes at $25.00 per hour (funded by NU ASB-Theatrical Dance monies);
C) Hire of Gaia Weiss to teach modern dance to BRHS Dance I and II classes and create choreography for the Spring Dance Performance at $35.00 per hour (funded by BR ASB-Theatrical Dance monies);
D) Hire of Jacqueline Fries to teach contemporary jazz and hip hop to BRHS Dance I and II classes and create choreography for the Spring Dance Performance at $20.00 per hour (funded by BR ASB-Theatrical Dance monies);
E) Hire of Efren Corado, to choreograph and stage two pieces for the Advanced Dance Class for the 2014 Spring for Dance production for $900 (funded by NU ASB-Theatrical Dance monies);

E.) **Coaching Personnel (Temporary)**
*Bear River High School Winter Coaching Roster* (DS-District stipend, ASB=ASB stipend, V=Volunteer)

*Mens Basketball* – Duwayne Ganske, Head Coach (DS), Matt Macdonald, Asst. Coach (DS), Rich Toschi, JV Coach (DS);

*Womens Basketball* – Jeff Bickmore, Head Coach (DS), Dan Hicks, Asst. Coach (ASB=$1000), Merlin Elders, Asst. Coach (DS), Chuck Nat, JV Coach (DS), Jack McCrory, Fresh Coach (DS);


*Cheer* – Chris Espedal, Head Coach (DS), Jeannine Watson, Asst. Coach (V);

*Nevada Union High School Winter Coaching Roster* (DS-District stipend, ASB=ASB stipend, V=Volunteer)

*Girls Basketball* – John McDaniel, Varsity Coach (DS), Steve DeHart (ASB-$2000), Mackenzie Deneen (ASB-$1000), Craig Strohm (V), Gina Grin, JV Coach (DS), Rich Looney, Fresh Coach (DS), Doug Mickel (V), Adam Walton (ASB-$1500), Randy Billingsley (ASB=$1500), Dan Murphey, Dir. of Operations (ASB-$1000);
Alpine Ski – Ken Ramirez, Head Coach (DS), Alex McDowell, Asst. Coach (ASB-$2000), Rick Atkins, Asst. Coach (ASB-$700);
Boys Basketball – Dan Murphey, Dir. of Operations (ASB-$1000), Jeff Dellis, Varsity Coach (DS), Mark Casey, JV Coach (DS), Tyler Smith, Asst. Coach (ASB $3000), Guy Greuer, Frosh Coach (DS), Justin Anthney (ASB-$3000), Dennis Houlihan (ASB-$3200), Brian Metreyeon (ASB-$1500), Brad Dal Bon (ASB-$1500);
Nordic Ski – Derek McKay (V), Adam Lawrence (V), Tony Giacalone (V);
Wrestling – Gary Sumner, Head Coach (DS), Zach Callas, Asst. Coach (DS), Bron Fariss (ASB-$1000), Dave Jaramillo (ASB-$1000), Matt Erdman (ASB-$1000), Aaron Sorani (ASB-$1000), Jason Spilnner (ASB-$1000), Jeff Patton (V);
Snowboard – Don Farber (ASB-$4106), Doug Faker (ASB-$500);
Water Polo – Sarah Hedspeth (ASB-$500);
Bear River High School Fall Roster (addition);
Womens Volleyball – Cindy Harrison, Frosh Coach (DS);
MEMORANDUM

DATE: October 21, 2013

TO: Louise Johnson

FROM: Jim Nieto

SUBJECT: Donation to Bear River High School

I would like to recommend to the Nevada Joint Union High School District Board of Trustees that they accept a donation of $3,000.00 from Mrs. Doris Schaffarzick. These funds will be split three ways per Mrs. Schaffarzick’s request: $1,000 to the BR Choir program; $1,000 to the BR drama program; $1,000 to the BR Girls’ Basketball program. A copy of Mrs. Schaffarzick’s letter and check are attached.

Thank you.
Sierra Presbyterian Church  
Cal & Anna Ogden  
Community Outreach and Support Committee  
175 Ridge Road  
Nevada City, CA 95959

Dear Cal, Anna, and Committee Members,

Thank you for the donation of two JC Penny’s gift cards at $100.00 each to be given to two needy students. They will be accompanied by their counselor to shop at JC Penny’s to give further support and instruction to these young people in the appropriation of these monies. The high school counselor involved has given much of her time in the support and care of these students and we are thankful for her position as a liaison, in this situation beyond the academic support that she gives.

Thank you again!

Anita Bagwell, Principal North Point Academy  
NJUHSD Homeless Liaison
AGREEMENT BETWEEN THE COUNTY OF NEVADA, BEHAVIORAL HEALTH DEPARTMENT, AND THE NEVADA JOINT UNION HIGH SCHOOL DISTRICT (NJUHSD), REGARDING SPECIALTY MENTAL HEALTH SERVICES AT NJUHSD CAMPUSES

This Agreement is entered into by and between the County of Nevada, Behavioral Health Department, hereinafter referred to as “NCBH”, and the Nevada Joint Union High School District hereinafter referred to “NJUHSD”.

WHEREAS, the purpose of this Agreement is to establish an arrangement for the Behavioral Health Department to provide qualified personnel for the provision of professional mental health services to serve high school students at NJUHSD Campuses who have been identified as having a mental health need, by the NJUHSD’s STARS (Student Assistance Resources and Services) Program Coordinator. The expected outcome of this agreement is to ensure continuation of access to mental health services for students on their school grounds. These services will seek to:

- Make available onsite access to mental health services at NJUHSD campuses and to improve the mental health and well being of students.
- Provide a coordinated identification and referral process to community agencies for mental health services; and
- Improve school staffs’ education regarding mental health needs/high-risk behaviors.

RECITALS

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. **TIME OF AGREEMENT**: This Agreement will remain in effect from October 1, 2013 and shall continue until June 14, 2014.

2. **SCOPE OF SERVICES**: The Scope of Services is detailed in Exhibit “A” attached hereto.

3. **PAYMENT ARRANGEMENT**: The Schedule of Payments is detailed in Exhibit “B” attached hereto.

4. **TERMINATION**: Either party may terminate this Agreement for any reason by giving thirty (30) days’ written notice to the other party.

5. **JURISDICTION**: This Agreement shall be construed in accordance with the laws of the State of California.

6. **INDEMNIFICATION**: NJUHSD shall hold harmless, defend, and indemnify Nevada County and its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees and costs, arising out of performance of the Agreement described herein, caused in whole or in part of any negligent act or omission of NJUHSD, its officers, officials, employees, and volunteers, except where caused by the active
negligence, sole negligence, or willful misconduct of Nevada County, its officers, officials, employees, and volunteers.

Nevada County shall hold harmless, defend, and indemnify NJUHSD and its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees and against all claims, damages, losses and expenses, including attorney fees and costs, arising out of the performance of the Agreement described herein, caused in whole or in part of any negligent act or omission of Nevada County, it officers, officials, employees, and volunteers, except where caused by the active negligence, sole negligence, or willful misconduct of NJUHSD, its officers, officials, employees, and volunteers.

7. **INSURANCE:** It is agreed that NJUHSD and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage in the amounts of not less than One Million Dollars ($1,000,000) to cover all of its operations, including general liability, automobile liability, and workers' compensation. For the performance of professional services by a licensed professional under this Agreement, the County shall maintain professional (malpractice insurance) of not less than $1,000,000 per occurrence.

8. **COUNTY AS INDEPENDENT:** In providing services herein, COUNTY and its agents employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of NJUHSD.

9. **CONFIDENTIALITY AND HIPAA/HITECH:** Both parties shall comply with all State and Federal laws and regulations concerning safeguarding confidentiality and/or confidential information.

Both parties agree to comply with the requirement of 42 U.S.C. §§ 1171, et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its subsequent amendments, and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) related to Protected Health Information, in performing any task or activity related to this Agreement.

10. **ENTIRE AGREEMENT; AMENDMENT:** This Agreement is the entire agreement of the parties, and no other written or oral evidence shall be construed to be part of this Agreement. The parties may at any time amend this Agreement by mutual consent in writing as necessary to achieve the contractual objectives of the parties.

11. **NOTICES:** Notices shall be given to the parties at the following locations:

Nevada County Behavioral Health  
Attn: Michael Heggarty, MFT  
500 Crown Point Circle, Suite 120  
Nevada City, CA 95959  
(530) 470-2784

Nevada Joint Union High School District  
Attn: Karen Suenram/Assistant Superintendent  
11645 Ridge Road  
Grass Valley, CA 95945  
(530) 273-3351, ext. 210
IN WITNESS WHEREOF, the parties have executed this Agreement effective on the
Beginning Date above.
County of Nevada:

Michael Heggarty, MFT
Behavioral Health Director
Date:____________________

Nevada Joint Union High School District
Karen Suenram
Assistant Superintendent- Business Services
Date: 10-23-13

Honorable Hank Weston
Chair, Board of Supervisors
Date:____________________

ATTEST:

By:____________________
Donna Landi
Clerk of the Board of Supervisors

Approved as to Form:

County Counsel

NUJHSD Agreement     Page 3
EXHIBIT “A”
SCOPE OF SERVICES
NJUHSD MENTAL HEALTH SERVICES

PURPOSE

Under the scope of this Agreement, NCBH will provide a licensed therapist at NJUHSD campuses to provide Mental Health Services Monday through Friday during school hours, scheduled as mutually agreed upon, excluding weeks when school is not in session, for up to 930 hours.

Therapist shall provide individual therapy, case management, crisis intervention, and treatment services to students who have been screened and referred. During times the therapist is not in therapeutic sessions, therapist will be available for consultation with NJUHSD teachers, and as needed for intervention and crisis management.

Students will be screened by NJUHSD STARS Crisis Counselor who will assess, prioritize and assign students to Nevada County Behavioral Health. Nevada County Behavioral Health will provide specialty mental health services to the assigned students after seeking permission from the student’s caretaker.

SERVICE REQUIREMENTS FOR MENTAL HEALTH SERVICES

1. Mental Health Services:

   Mental Health services may include:

   1.1 Assessments:
   Assessments will be provided after a referral has been received from NJUHSD staff. The purpose of the assessment will be to evaluate the student’s current mental, emotional, and/or behavioral health status. Assessment includes, but is not limited to, mental status determination, presenting problems and symptoms, developmental history, family history, educational history, medical history, mental health treatment history and mental health diagnosis.

   1.2 Therapy:
   Therapy services will be provided individually, in group settings, or with the child and family/caregiver present. This services activity will focus on providing therapeutic interventions to primarily reduce symptoms and improve functioning in school.

   1.4 Collateral or Parent Counseling
   Collateral services will address the needs of any significant support person in a child’s life to gain greater understanding of the child’s special needs and how to best support the child in reducing symptoms. Collateral services include but are not limited to consultation and training of the significant support person(s) to assist in better utilization of mental health services by the child; consultation and training of the significant support person(s) to assist in better understanding of the child’s serious emotional disturbance; and family counseling with the significant support person(s) in achieving the goals of the child’s service plan.
2. Other Services:

2.4 Plan Development or Agency Linkage
Plan development services will address the need to develop a client service plan, ongoing consultation with involved school personnel and other treatment staff to monitor the effectiveness of the plan; and to update the plan regularly and as functioning improves. Each child will be assigned to a case manager/therapist who will be responsible for the overall coordination of services.

2.5 Crisis Intervention:
Crisis intervention services will be provided by NCBH as an unplanned mental health service to address the immediate need of a child experiencing significant emotional distress. This service will also be used to address an unplanned and immediate need of a significant support person(s) to consult in regards to a specific child’s current significant emotional distress. Crisis Intervention under this agreement will not substitute the involvement of the Nevada County Crisis Team when a child is at significant risk to either seriously harm him/herself or another.

3. Case Management Services or Agency Linkage
Case management will be an activity provided by NCBH staff to assist a child and his or her family in accessing medical, educational, social, or other needed community resources. Case management may include but is not limited to communication, coordination, and referral to such resources, and monitoring the service delivery and the child’s progress.

SERVICE REQUIREMENTS FOR CONSULTATION SERVICES

In addition to the above described services, NCBH therapist will provide consultation services to the schools as resources are available.

DOCUMENTING SERVICES

All mental health and case management services listed above will be documented through a progress note that will identify the child that the particular service is linked to. Each note must include the Date of Service, Activity Code, Location of Service and Duration (minutes) of Service. Progress notes may be computer generated. Documentation time shall be included as part of the service provided. Time used for Progress Note documentation shall be included in “duration of service” time recorded on Event Monitoring Slip, Progress Note and monthly invoice and will be recorded on the services page of each student IEP as part of “Agency Linkage”.

All consultation activities will be recorded for the length of time on the Event Monitoring slip and monthly invoice.

All records shall be maintained at the Department of Behavioral Health. Such records shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client records, in accordance with the provisions of Health and Safety Code § 11812, et seq., Civil Code §56.10, Welfare and Institutions Code §5328, the HIPAA and HITECH Acts and in conformity with all applicable legal requirements and recognized standards of
professional practice. All client records maintained by NCBH must be maintained for seven (7) years or one (1) year beyond the client’s reaching the age of majority, whichever is later. Psychologists’ records involving minors will be kept until the minor’s 25th birthday.

NCBH shall conform with all applicable legal requirements pertaining to consent to treat and authorization to release of information.
EXHIBIT “B”
SCHEDULE of PAYMENTS
NJUHSD MENTAL HEALTH SERVICES

Subject to the satisfactory performance of services required of NCBH pursuant to this Agreement, and to the terms and conditions as set forth, the Nevada Joint Union High School District shall pay NCBH a maximum amount not to exceed $10,000 for the term of this Agreement. NCBH shall be reimbursed by NJUHSD for the estimated match to NCBH’s Medi-Cal and other revenues for these services, at 10% of the following rates:

Rates:

<table>
<thead>
<tr>
<th>Outpatient Services:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Assessment</td>
<td>3.00</td>
</tr>
<tr>
<td>2. Mental Health Services</td>
<td>3.00</td>
</tr>
<tr>
<td>3. Case Management</td>
<td>2.32</td>
</tr>
<tr>
<td>4. Travel Time</td>
<td>3.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Services:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Time available for classroom consultation</td>
<td>2.32</td>
</tr>
</tbody>
</table>

Per minute

Rates are based on estimated actual county costs for each service plus 15% for NCBH administrative costs.

NCBH shall submit a quarterly invoice delineating days, hours of services, rates and total due for services rendered during the prior quarter.

NJUHSD will review the invoice and notify NCBH within fifteen (15) working days if any individual item or group of costs is being questioned. Payments of approved billing shall be made within thirty (30) days of receipt of a completed, correct, and approved billing.

Compliance with Education Department General Administrative Regulations (EDGAR)

NCBH shall comply with all EDGAR requirements as related to subrecipients, including 34 CFR Parts 74, 75, 76, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99.

Records to be Maintained:

NCBH shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. NCBH shall keep and maintain such records, and they shall be made available to NJUHSD or its authorized representative, or State of Federal officials for review or audit during normal business hours, upon reasonable advance notice given by NJUHSD, its authorized representative, or State or Federal officials. All fiscal records shall be maintained for five years or until all Audits and Appeals are completed, whichever is later.
PERSONAL SERVICES CONTRACT
Health and Human Services Agency
County of Nevada, California

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

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

§1 Services related to implementation of the Sources of Strength Curriculum in high schools in Western Nevada County.

SUMMARY OF MATERIAL TERMS

§2 Maximum Contract Price: $1,500

§3 Contract Beginning Date: 11/01/2013
Contract Termination Date: 06/30/2014

§4 Liquidated Damages: N/A

INSURANCE POLICIES

Designate all required policies:

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

LICENSES

Designate all required licenses:

§14 N/A

NOTICE & IDENTIFICATION

§33 Contractor: Nevada Joint Union High School District
High School District
11845 Ridge Road
Grass Valley, California 95945
Contact Person: Karen Suenram/Paige Moore
(530) 273-3351
e-mail: pmoore@nuhsd.k12.ca.us

County of Nevada: 950 Maidu Avenue
Nevada City, California 95959
Contact Person: Rebecca Slade
(530) 265-1319
e-mail: Rebecca.slade@co.nevada.ca.us
Fund: 1512-40104-493-1000/521520

Contractor is a: (check all that apply)
Corporation: Calif. X Other LLC Non-profit
Partnership: Calif. Other LLP Limited
Person: Indiv. Dba Ass’n Other

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

ATTACHMENTS

Designate all required attachments:

§14 Exhibit A: Schedule of Services (Provided by Contractor) Req’d
§14 Exhibit B: Schedule of Charges and Payments (Paid by County) Req’d
§14 Exhibit C: Schedule of Changes (Additions, Deletions & Amendments) Req’d
§14 Exhibit D: Schedule of HIPAA Provisions (Protected Health Information) Req’d
Terms

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

Services

1. Scope of Services:

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

Payment

2. Charges and Payments:

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

Time for Performance

3. Contract Term:

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

4. Liquidated Damages:

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

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

5. Time of the Essence:

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

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a Commercial General Liability insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

(i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
(ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;

(iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor’s insurance;

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

7. Automobile Liability Insurance: (County Resolution No. 90676)

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

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

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

(iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor’s insurance;

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

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

8. Workers’ Compensation: (County Resolution No. 90674)

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

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

9. Errors and Omissions:

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

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

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

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

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

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

11. Indemnity:

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

Personal Services

12. Contractor as Independent:

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

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County. Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.
Public Contracts

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

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

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

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

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 66, dated May 4, 1977.

19. Drug-Free Workplace:
Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

20. Prior Nevada County Employment (County Resolution No. 03-353):
Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member’s service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member’s service.
A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

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

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

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

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

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

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

   c. County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge County’s obligations coming due under this contract.

   d. Either party may terminate this Contract for any reason, or without cause, by giving thirty (30) calendar days written notice to the other, which notice shall be sent by certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

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

Miscellaneous

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

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

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

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

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

   b. **Supplemental Audit Provisions:**
      (i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.
(ii) Non-profit Contractors whose contract with the County have services that will be reimbursed, whether partially or in full, with Federal funds are also governed by OMB Circular A-133 and are required to have a single or program-specific audit conducted if the Contractor has expended $500,000 or more in Federal awards during their fiscal year. Any Contractor who is required to complete an annual A-133 Audit must submit a copy of their annual audit report and audit findings to County at the address listed in “Notices” §32 of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

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

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

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

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

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

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

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

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

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

CONTRACTOR:

Karen Suenram
Assistant Superintendent

Dated: 10-23-13

COUNTY OF NEVADA:

Mary Hall Ross
Purchasing Agent

Dated: __________________________
Exhibit “A”
Schedule of Services
Nevada Joint Union High School District

This Agreement is entered into by and between the County of Nevada, Behavioral Health Department, herein referred to as “County”, and Nevada Joint Union High School District, herein referred to as “Contractor” for collaboration of efforts for implementation of the Sources of Strength (SoS) curriculum/education materials in high schools in Western Nevada County.

Program Overview:

The Sources of Strength intervention builds social-ecological protective influences across a full population of high school students to reduce the likelihood that vulnerable youth will become suicidal. The program helps prepare adolescent peer leaders to change school norms, and connects suicidal youth to capable adults at school and within their community. Trained “peer opinion leaders” change the norms of students throughout their schools regarding the acceptability of suicide, enables help-seeking and youth-adult communication by conducting a set of well-defined messaging activities with ongoing adult mentoring (Sources of Strength curriculum; LoMurray, 2005; Wyman et al., 2010). The approach draws on the major influence of adolescent peers that is powerful enough to affect drug use, sexual practices and other health behaviors.

The County agrees to:

- Designate the Suicide Prevention Coordinator as a county-wide liaison for Sources of Strength school sites with comprehensive program support for Administrators, Trainers, Adult Advisors and Community Stakeholders.
- Engage key school administration and stakeholders in implementation of SoS in three Nevada County high schools: Bear River High School (BRHS), Nevada Union High School (NUHS) and Park Avenue Continuation High School (Park Ave.).
- Provide one ‘SoS Kit’ to each school site – ‘SoS Kits’ contain educational and promotional material to help support SoS Trainers, Adult Advisors and Peer Leaders promote Hope, Help, Strength messaging activities.
- Provide on-going support and development; technical assistance and access to at least three SOS webinars and/or SoS podcasts.

Nevada Joint Union High School District agrees to:

- Provide two school staff at each SoS school site to act as Adult Advisors at: BRHS, NUHS and Park Ave. schools.
- Contractor shall make available meeting spaces at the above listed sites for the Sources of Strength Groups to meet on a regular basis.
• Coordinate the nominating and recruiting process for diverse, student Peer Leaders from grades 9-12.
• Review the school crisis response protocol.
• Provide counseling referrals to SoS Peer Leaders.
• Schedule and participate in one, 4-hour Peer Leader training
• Schedule and facilitate SoS meetings with Peer Leaders to prepare them and support their peer-lead prevention activities; support ongoing links between youth and other trusted adults in the school.
• Provide periodic written program updates to the Suicide Prevention Coordinator – the Sources of Strength county-wide liaison.
• Administer pre & post surveys for program evaluation purposes.

Outcomes:

• All SoS school sites shall have at least 2 Adult Advisors.
• Adult Advisors will participate in their schools Peer Leader training and remain involved through the academic year.
• All school teams recruit a diverse peer leader team of at 15-30 peers in size that attend a 4-hour Peer Leader training.
• At least 75% of SoS Peer Leaders will participate in at least 3 of the Peer Action Steps.
  Peer Action Steps:
  1. Peer to Adult Contact – The ‘Naming’ and ‘Talking’ to trusted adults; building a ‘Wall of Trust’.
  2. Peer to Peer Contact – Talking to at least (5) friends to promote messages of Hope, Help and Strength.
  3. Peer Presentations – Peer based presentations to classrooms, student groups and clubs, and community stakeholders.
  4. Campus Outreach – Poster campaigns, video and audio messaging, positive notes, random acts of kindness, morning bulletins, school newspaper, year book and assemblies.
  5. Social Media Outreach – Promote electronic messages of Hope, Help and Strength. Outreach may include local newspaper, radio, TV/cable, website development, texting and post on social networking sites such as ‘Face book’ and the national SoS website.

• At least 70% of 9-12th grade students will have seen or heard of Sources of Strength and been exposed to at least one message (This can be monitored through a brief randomized student survey in which students can be asked if they recall hearing or seeing specific messages, being contacted by peer leaders, presented to by peer leaders).
• At least 80% of school staff will have seen or heard about Sources of Strength and be aware of the peer leader activities in the school. (Again staff can take a written survey or a random sampling of staff can participate in a brief structured interview).
End of year outcomes for Peer Leaders

- 80% of peer leaders will state contacting trusted adults as helpful or very helpful when dealing with an emotionally distressed friend after involvement in Sources of Strength Program.
- 50% of peer leaders will increase the number of adults they specifically can name they have turned to help themselves or a friend during the academic year 2013-2014.
- 90% of peer leaders will state that they would tell a trusted adult about a friend who was suicidal.
- 80% of peer leaders will be able to identify at least one specific Source of Strength that they feel they have strengthened during the academic year 2013-2014.
Exhibit “B”
Schedule of Charges and Payments
Nevada Joint Union High School District

The County shall pay to the Contractor a maximum not to exceed $1,500 for satisfactory performance of services as outlined in Exhibit “A”.

Upon approval of contract, Contractor may invoice County up to $500 per school site (a total of 3 school sites) for an amount not to exceed $1,500 to be used towards supplies and materials to promote SoS events, special projects and activities. Funds may be used to purchase incentives, sundries, T-shirts, awards, etc. Funds may also be used for food and beverages for refreshments for SoS Peer Leader and Adult Advisors workshops and meetings.

Contractor shall submit invoices for expenses as detailed above. Contractor shall provide on invoices a breakdown listing the date(s), related expenses/costs that are being billed. Contractor shall submit documented receipts for any approved related program expenses related to this project for reimbursement by the County.

BILLING AND PAYMENT:
Unless otherwise stated, Contractor shall submit to County, for services rendered in the prior month, and in accordance with the reimbursement rate, a statement of services rendered to County and costs incurred that includes documentation to support all expenses claimed by the 20th of each month. County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of either removing the questioned cost or delaying the entire claim pending resolution of the cost(s). Payments of approved billing shall be made within thirty (30) days of receipt of a complete, correct, and approved billing.

Contractor shall submit invoices to:
Nevada County Behavioral Health Department
Attn: Fiscal Office
500 Crown Point Circle, Suite 120
Grass Valley, California 95945
NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT

DECLARATION OF ELIGIBILITY FOR PROSPECTIVE EMPLOYEES/CONTRACTORS

POLICY:
The Nevada County Behavioral Health Department ("BHD") will not employ or engage as contractors any Ineligible Person for any department or program receiving federal funds.
An "Ineligible Person" is any individual or entity who: (a) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; or, (b) has been convicted of a criminal offence related to the provision of health care items or services, but has not yet been debarred, or otherwise declared ineligible.

INSTRUCTIONS:
As a prospective employee or contractor with the BHD, please complete the declaration under penalty of perjury below. If you are or the entity you represent is an Ineligible Person as defined above, please immediately notify the BHD Director.

DECLARATION
I, __Karen L. Suenram____________________ (name) on behalf of

___ myself, or
__X__ NJUHSD ________________________ (corporation, partnership, LLC)

declare under penalty of perjury under the laws of the State of California that:

___ I am not, or
__X__ the entity I represent is not

an Ineligible Person as defined in the Policy recited above. If, while employed or engaged as a contractor by BHD, I (or the entity I represent) become an Ineligible Person, I will notify the BHD Director immediately.

__________________________
(Signature)

__________________________
(Date)

Exclusion Screening - BH BH
AGREEMENT BETWEEN THE COUNTY OF NEVADA, BEHAVIORAL HEALTH DEPARTMENT, AND THE NEVADA JOINT UNION HIGH SCHOOL DISTRICT (NJUHSD), REGARDING SPECIALTY MENTAL HEALTH SERVICES AT NJUHSD CAMPUSES

This Agreement is entered into by and between the County of Nevada, Behavioral Health Department, hereinafter referred to as “NCBH”, and the Nevada Joint Union High School District hereinafter referred to “NJUHSD”.

WHEREAS, the purpose of this Agreement is to establish an arrangement for the Behavioral Health Department to provide qualified personnel for the provision of professional mental health services to serve high school students at NJUHSD Campuses who have been identified as having a mental health need. The expected outcome of this agreement is to ensure continuation of access to mental health services for special education pupils. These services will seek to:

- Make available onsite access to mental health services at NJUHSD campuses regardless of Medi-Cal status of student and to improve the mental health and well being of students.
- Provide a coordinated identification and referral process to community agencies for mental health services; and
- Improve school staffs’ education regarding mental health needs/high-risk behaviors.

RECITALS

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. **TIME OF AGREEMENT:** This Agreement will remain in effect from July 1, 2013 and shall continue until June 30, 2014.

2. **SCOPE OF SERVICES:** The Scope of Services is detailed in Exhibit “A” attached hereto.

3. **PAYMENT ARRANGEMENT:** The Schedule of Payments is detailed in Exhibit “B” attached hereto.

4. **TERMINATION:** Either party may terminate this Agreement for any reason by giving thirty (30) days’ written notice to the other party.

5. **JURISDICTION:** This Agreement shall be construed in accordance with the laws of the State of California.

6. **INDEMNIFICATION:** NJUHSD shall hold harmless, defend, and indemnify Nevada County and its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees and costs, arising out of performance of the Agreement described herein, caused in whole or in part of any negligent act or omission of NJUHSD, its officers, officials, employees, and volunteers, except where caused by the active
negligence, sole negligence, or willful misconduct of Nevada County, its officers, officials, employees, and volunteers.

Nevada County shall hold harmless, defend, and indemnify NJUHSD and its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees and against all claims, damages, losses and expenses, including attorney fees and costs, arising out of the performance of the Agreement described herein, caused in whole or in part of any negligent act or omission of Nevada County, its officers, officials, employees, and volunteers, except where caused by the active negligence, sole negligence, or willful misconduct of NJUHSD, its officers, officials, employees, and volunteers.

7. **INSURANCE**: It is agreed that NJUHSD and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage in the amounts of not less than One Million Dollars ($1,000,000) to cover all of its operations, including general liability, automobile liability, and workers' compensation. For the performance of professional services by a licensed professional under this Agreement, the County shall maintain professional (malpractice insurance) of not less than $1,000,000 per occurrence.

8. **COUNTY AS INDEPENDENT**: In providing services herein, COUNTY and its agents employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of NJUHSD.

9. **CONFIDENTIALITY AND HIPAA/HITECH**: Both parties shall comply with all State and Federal laws and regulations concerning safeguarding confidentiality and/or confidential information.

Both parties agree to comply with the requirement of 42 U.S.C. §§ 1171, et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its subsequent amendments, and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) related to Protected Health Information, in performing any task or activity related to this Agreement.

10. **ENTIRE AGREEMENT; AMENDMENT**: This Agreement is the entire agreement of the parties, and no other written or oral evidence shall be construed to be part of this Agreement. The parties may at any time amend this Agreement by mutual consent in writing as necessary to achieve the contractual objectives of the parties.

11. **NOTICES**: Notices shall be given to the parties at the following locations:

- **Nevada County Behavioral Health**
  - Attn: Michael Heggarty, MFT
  - 500 Crown Point Circle, Suite 120
  - Nevada City, CA 95959
  - (530) 470-2784

- **Nevada Joint Union High School District**
  - Attn: Karen Suenram/Assistant Superintendent
  - 11645 Ridge Road
  - Grass Valley, CA 95945
  - (530) 273-3351, ext. 210
IN WITNESS WHEREOF, the parties have executed this Agreement effective on the Beginning Date above.

County of Nevada:

Michael Heggarty, MFT
Behavioral Health Director
Date: 10/15/13

Nevada Joint Union High School District

Karen Suenram
Assistant Superintendent- Business Services
Date: 10/24/13

Honorable Hank Weston
Chair, Board of Supervisors
Date: 

ATTEST:

By:
Donna Landi
Clerk of the Board of Supervisors

Approved as to Form:

County Counsel

NUJHSD 2013-14 Educationally Related MH Services
EXHIBIT “A”
SCOPE OF SERVICES
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
(NJUHSD) MENTAL HEALTH SERVICES

PURPOSE

Under the scope of this Agreement NCBH will provide a licensed therapist to be available at NJUHSD campuses Monday through Friday four hours per day, scheduled as mutually agreed, excluding weeks when school is not in session, to provide Educationally Related Mental Health services. NJUHSD agrees to pay:

1) Time related to providing services for non Medi-Cal/non Healthy Families eligible students,
2) Time available for classroom consultation and intervention,
3) Matches to Medi-Cal and Healthy Families; and,
4) Time spent on non-billable services regardless of the student’s insurance coverage.

Therapist shall provide individual therapy, case management, crisis intervention, and treatment services to students who have been screened and referred and have educationally related mental health needs. During times the therapist is not in therapeutic sessions, therapist will be available for consultation with NJUHSD teachers, and as needed for intervention and crisis management.

As there are several groups of students that may receive services in the classroom, the following is clarification of the funding that will support the various categories of students served under this agreement:

**Educationally Related Mental Health Services to children with Individual Educational Plans:**
NCBH agrees to treat all youth who have an Individual Education Plan that states the need for mental health services. NCBH will bill Medi-Cal and Healthy Families if the child has this type of insurance. NJUHSD agrees to fund the services for children who do not have Medi-Cal or Healthy Families and pay the copay for both Medi-Cal and Healthy Families.

If there is an immediate need for mental health services in the RISE classroom and the services will be in excess of what is on the Individual Education Plan, NJUHSD agrees to pay for these services under the above formula.

**Educationally Related Mental Health Services to children without Individual Educational Plans:**
NCBH agrees to treat children without an Individual Educational Plan that states the need for mental health services, and those services will be charged directly to NJUHSD. Any service addressing an immediate need in the classroom for a child where NCBH does not yet have parental consent to treat will be charged to NJUHSD as classroom consultation and support to the teacher.

**RESIDENTIAL PLACEMENTS:** As of July 1, 2011, for NJUHSD students who have been residentially placed by the NJUHSD in connection with the receipt of educationally related mental health services, NJUHSD shall assume responsibility for funding such room and board services, and pay residential facilities directly. NCBH will advise and provide
reasonable assistance to NJUHSD in regards to establishing and administering residential placements.

NCBH will cooperate with NJUHSD and make reasonable efforts to establish Medi-Cal billing arrangements for mental health services with group homes on behalf of any individual placed by NJUHSD. It should be noted that, as the group homes are third parties, NCBH cannot guarantee that this will occur, and if it does not occur, NJUHSD will be entirely responsible for all educationally related mental health services to the individual in the group home placement.

SERVICE REQUIREMENTS FOR MENTAL HEALTH SERVICES

1. Mental Health Services:

Mental Health services may include:

1.1 Assessments:
Assessments will be provided after a referral has been received from NJUHSD staff. The purpose of the assessment will be to evaluate the student's current mental, emotional, and/or behavioral health status. Assessment includes, but is not limited to, mental status determination, presenting problems and symptoms, developmental history, family history, educational history, medical history, mental health treatment history and mental health diagnosis.

1.2 Therapy:
Therapy services will be provided individually, in group settings, or with the child and family/caregiver present. This services activity will focus on providing therapeutic interventions to primarily reduce symptoms and improve functioning in school.

1.4 Collateral or Parent Counseling
Collateral services will address the needs of any significant support person in a child’s life to gain greater understanding of the child’s special needs and how to best support the child in reducing symptoms. Collateral services include but are not limited to consultation and training of the significant support person(s) to assist in better utilization of mental health services by the child; consultation and training of the significant support person(s) to assist in better understanding of the child’s serious emotional disturbance; and family counseling with the significant support person(s) in achieving the goals of the child’s service plan.

2. Other Services:

2.1 Plan Development or Agency Linkage
Plan development services will address the need to develop a client service plan, ongoing consultation with involved school personnel and other treatment staff to monitor the effectiveness of the plan; and to update the plan regularly and as functioning improves. Each child will be assigned to a case manager/therapist who will be responsible for the overall coordination of services.

2.2 Crisis Intervention:
Crisis intervention services will be provided by NCBH as an unplanned mental health service to address the immediate need of a child experiencing significant emotional distress. This
service will also be used to address an unplanned and immediate need of a significant support person(s) to consult in regards to a specific child’s current significant emotional distress. Crisis Intervention under this agreement will not substitute the involvement of the Nevada County Crisis Team when a child is at significant risk to either seriously harm their selves or another.

3. Case Management Services or Agency Linkage

Case management will be an activity provided by NCBH staff to assist a child and his or her family in accessing medical, educational, social, or other needed community resources. Case management may include but is not limited to communication, coordination, and referral to such resources, and monitoring the service delivery and the child’s progress.

SERVICE REQUIREMENTS FOR CONSULTATION SERVICES

In addition to the above described services, NCBH therapist will provide consultation services to the schools as resources are available.

DOCUMENTING SERVICES

All mental health and case management services listed above will be documented through a progress note that will identify the child that the particular service is linked to. Each note must include the Date of Service, Activity Code, Location of Service and Duration (minutes) of Service. Progress notes may be computer generated. Documentation time shall be included as part of the service provided. Time used for Progress Note documentation shall be included in “duration of service” time recorded on Event Monitoring Slip, Progress Note and monthly invoice and will be recorded on the services page of each student’s IEP as part of “Agency Linkage”. All consultation activities will be recorded for the length of time on the Event Monitoring slip and monthly invoice.

NJUHSD agrees to pay for travel time to and from the school sites. Travel time will be recorded separately on each student’s Individual Services Agreement (ISA). Travel time shall be included in “duration of service” time recorded on Event Monitoring Slip, Progress Note and monthly invoice.

All records shall be maintained at the Department of Behavioral Health. Such records shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client records, in accordance with the provisions of Health and Safety Code § 11812, et seq., Civil Code §56.10, Welfare and Institutions Code §5328, the HIPAA and HITECH Acts and in conformity with all applicable legal requirements and recognized standards of professional practice. All client records maintained by NCBH must be maintained for seven (7) years or one (1) year beyond the client’s reaching the age of majority, whichever is later. Psychologists’ records involving minors will be kept until the minor’s 25th birthday.

NCBH shall conform with all applicable legal requirements pertaining to consent to treat and authorization to release of information.
EXHIBIT “B”
SCHEDULE of PAYMENTS
NJUHSD MENTAL HEALTH SERVICES

Subject to the satisfactory performance of services required of NCBH pursuant to this Agreement, and to the terms and conditions as set forth, the Nevada Joint Union High School District shall pay NCBH a maximum amount not to exceed $40,000 for the term of this Agreement (based on an estimate that 80% of all costs and time will be reimbursed from Medi-Cal, Healthy Families, leaving the remaining 20% of the time and costs to be reimbursed through this Agreement). NCBH will be compensated for services at the following rates:

Rates:

<table>
<thead>
<tr>
<th>Outpatient Services</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1. Assessment</td>
<td>3.00</td>
<td>per minute</td>
</tr>
<tr>
<td>2. Mental Health Services</td>
<td>3.00</td>
<td>per minute</td>
</tr>
<tr>
<td>3. Case Management</td>
<td>2.32</td>
<td>per minute</td>
</tr>
<tr>
<td>4. Travel Time</td>
<td>3.00</td>
<td>Per minute</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Services</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Time available for classroom consultation</td>
<td>2.32</td>
<td>Per minute</td>
</tr>
</tbody>
</table>

Rates are based on estimated actual county costs for each service plus 15% for NCBH administrative costs.

NCBH shall submit a quarterly invoice delineating days, hours of services, rates and total due for services rendered during the prior quarter.

NJUHSD will review the invoice and notify NCBH within fifteen (15) working days if any individual item or group of costs is being questioned. Payments of approved billing shall be made within thirty (30) days of receipt of a completed, correct, and approved billing.

Compliance with Education Department General Administrative Regulations (EDGAR)

NCBH shall comply with all EDGAR requirements as related to subrecipients, including 34 CFR Parts 74, 75, 76, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99.

Records to be Maintained:

NCBH shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. NCBH shall keep and maintain such records, and they shall be made available to NJUHSD or its authorized representative, or State of Federal officials for review or audit during normal business hours, upon reasonable advance notice given by NJUHSD, its authorized representative, or State or Federal officials. All fiscal records shall be maintained for five years or until all Audits and Appeals are completed, whichever is later.
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

NAME       Karen L. Suenram
   Assistant Superintendent
MAILING    Nevada Joint Union H.S. District
ADDRESS    11645 Ridge Road
CITY, STATE Grass Valley, CA
ZIP CODE   95945

____________________________________________________________________________________

Space Above This Line Reserved for Recorder’s Use

Recorded Without Fee Per Government Code section 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

That the work of improvements on the real property hereinafter described, consisting of
collection of Energy Management & Control System at Nevada Union High School, site
address: 11761 Ridge Road (APN#35-250-01), Grass Valley, Nevada County was completed on
the 6th day of November 2013.

That the name and address of the Owner of said property are as follows:

    NAME       ADDRESS
    (1) Facility Planning  11645 Ridge Road
        Nevada Joint Union High School District Grass Valley, CA 95945

That the nature of its title to said property is a fee simple.

(2) That the name of the original Contractor for the work of improvement as a whole is:
Environmental Systems, Inc. of Northern California., that the name of the Surety for said
Contractor is, Liberty Mutual Insurance Company, incorporated under the laws of the
State of Massachusetts and authorized to do business in the State of California by the
laws of the State of California.

The property herein referred to is located in the County of Nevada, California and is a portion of
the Nevada Joint Union High School District property. This project benefits the school district.

Nevada Joint Union High School District

BY
Karen L. Suenram, Assistant Superintendent

"I certify (or declare) under penalty of perjury that the foregoing is true and correct."

Date

Karen L. Suenram, Assistant Superintendent
ITEM "J"

DISCUSSION/ACTION ITEMS
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

DISCUSSION AGENDA ITEM J(1)

DEPARTMENT: Curriculum & Instruction
SUBJECT:
Common Core Implementation Plan

MEETING DATE: November 13, 2013

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

BACKGROUND:

AB 86, Section 85, of the Budget Act of 2013 provides $1.25B in federal funding for education to implement the Common Core State Standards. The Nevada Joint Union High School District's allocation of this one-time funding will be approximately $600,000.

This money may be used for:
- Professional development for teachers, administrators, and paraprofessional educators or other classified employee involved in the direct instruction of pupils that is aligned to the content standards;
- Instructional materials aligned to the content standards; and
- Integration of these academic content standards through technology-based instruction for the purpose of improving the academic performance of students (expenditures to support the administration of computer-based assessments and provide high-speed bandwidth and internet connectivity).

As a condition of receiving funds school districts are required to develop and adopt a plan outlining how funds allocated pursuant to this section will be spent. The plan for expending funds will be explained at a public meeting of the Governing Board. This was done at the October 9, 2013 regular meeting.

The plan is presented tonight for adoption.

ACTION REQUESTED:

Approval of the Common Core Implementation Plan.
<table>
<thead>
<tr>
<th>Nevada Joint Union High School District</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase I</strong> (Fall 2013)</td>
</tr>
<tr>
<td><strong>For the Classroom</strong></td>
</tr>
<tr>
<td>(What the teachers do to prepare their students for career and college readiness)</td>
</tr>
<tr>
<td>Identify topics and subtopics in existing curricula needing additional attention to fully implement CCSS. Review CCSS standards. Investigate math pathways i.e. integrated or traditional. Develop remedial and accelerated math pathways. Facilitate on core teacher meeting on methods to support ELA standards.</td>
</tr>
<tr>
<td><strong>Behind the Scenes</strong></td>
</tr>
<tr>
<td>(What admin does to support and coordinate teacher efforts)</td>
</tr>
<tr>
<td>Organize and schedule department teams in ELA, Math, SS and Science to examine existing curriculum for CCSS alignment. Plan agenda for the first professional development day. Examine curriculum adopted by other districts. Send departmental teams to collaborate with local districts. Schedule mathematics instructors and administrators to attend Patrick Callahan traditional sequence versus integrated math 1, 2 &amp; 3. Organize non-core ELA support training.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Phase II</strong> (Spring/Summer 2014)</th>
<th><strong>For the Classroom</strong> (What the teachers do to prepare their students for career and college readiness)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Determine essential course content. Develop pacing guides for core classes. Pilot new curriculum and share results. Meet in core cross-curricular teams to develop school-wide best practices. Meet in cross-curricular groups to facilitate interdepartmental common core projects. Collaborate with feeder schools to provide a seamless experience to students. Form core or cross-curricular groups for summer training.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Phase III</strong> (Fall/Spring 2014 - 15)</th>
<th><strong>For the Classroom</strong> (What the teachers do to prepare their students for career and college readiness)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refine essential course content. Fine tune pacing guides. Collaborate with peers to discuss best practices. Submit revised course of study to DDC.</td>
<td></td>
</tr>
<tr>
<td>Align, revised and pace course level curriculum for use in 2014 - 2015 school year. Schedule feedback groups to disseminate &quot;lessons learned&quot; from common core implementation.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Curriculum</strong></th>
<th>Generate curriculum that supports college and career readiness in all content areas.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Resources, Materials, Textbooks</strong></td>
<td>Identify and acquire items to support instruction and learning. Use existing resources, materials, textbooks, communicating any gaps between existing materials and CCSS. Collaborate in department teams to identify new resources that enable the teaching of common core standards.</td>
</tr>
<tr>
<td><strong>In cross-curricular teams</strong></td>
<td>Evaluate current resources, materials, and textbooks for alignment with CCSS ELA standards. Initiate content area teams to evaluate new resources. Develop criteria for the acquisition of new resources. Investigate clickers and smart devices as classroom assessment tools. Generate district-wide inventory of current materials so that others may share/pilot.</td>
</tr>
<tr>
<td><strong>Pilot new or hybrid resources such as clickers or smart devices.</strong></td>
<td>Create a feedback loop that cycle's new material evaluation to content area teachers. Prioritize the purchase of materials necessary to implement the CCSS. Identify informational text that maybe used by non-core areas. Schedule librarian presentation of existing common core materials and potential subscription resources.</td>
</tr>
<tr>
<td><strong>Continue to:</strong></td>
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<tr>
<td>Pilot new or hybrid resources Evaluate current and new resources, materials and textbooks Recommend materials for purchase.</td>
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<tr>
<td><strong>Continue to:</strong></td>
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<tr>
<td>Develop hybrid resources Evaluate new materials and disseminate recommendations Purchase materials for common core curriculum</td>
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</table>
## Nevada Joint Union High School District

<table>
<thead>
<tr>
<th><strong>Phase I</strong> (Fall 2013)</th>
<th><strong>Phase II</strong> (Spring/Summer 2014)</th>
<th><strong>Phase III</strong> (Fall/Spring 2014 - 15)</th>
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<tbody>
<tr>
<td><strong>For the Classroom</strong></td>
<td><strong>Behind the Scenes</strong></td>
<td><strong>For the Classroom</strong></td>
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<tr>
<td>(What the teachers do</td>
<td>(What admin does to support</td>
<td>(What the teachers do to</td>
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<td>to prepare their</td>
<td>and coordinate teacher</td>
<td>prepare their students for</td>
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<td>students for career</td>
<td>efforts)</td>
<td>career and college</td>
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<td>and college</td>
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<td>readiness)</td>
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<td>readiness)</td>
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<tr>
<td>**Instructional</td>
<td>**Organize department teams in</td>
<td>**Plan the agenda for the</td>
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<tr>
<td>Practices**</td>
<td>ELA, Math, SS and Science to</td>
<td>professional development days</td>
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<td></td>
<td>investigate new instructional</td>
<td>Plan collaboration day schedule</td>
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<td></td>
<td>practices.</td>
<td>Schedule the implementation of</td>
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<td></td>
<td>Plan district-wide minimum day</td>
<td>common core lessons into the</td>
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<tr>
<td></td>
<td>on DOK.</td>
<td>classroom.</td>
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<td></td>
<td>Plan three-day summer</td>
<td>Observe common core lessons</td>
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<tr>
<td></td>
<td>workshop facilitated by PCOE.</td>
<td>Train teachers through local</td>
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<td></td>
<td>Plan agenda for the first</td>
<td>workshops or conferences.</td>
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<td></td>
<td>professional development day.</td>
<td>Working with staff define the</td>
</tr>
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<td></td>
<td>Register mathematics teams to</td>
<td>role of content area</td>
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<tr>
<td></td>
<td>attend Callahan instructional</td>
<td>coaches/experts.</td>
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<td></td>
<td>practices conferences.</td>
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<tr>
<td><strong>Assessments</strong></td>
<td>**Meet in district-wide or site</td>
<td>**Meet in district-wide or site</td>
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<tr>
<td></td>
<td>level teams to develop a plan</td>
<td>level teams to continue creating</td>
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<td></td>
<td>for creating common core</td>
<td>common core lesson plans.</td>
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<td></td>
<td>instructional practices.</td>
<td>Teachers increase the number of</td>
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<td></td>
<td>Develop a timeline for the</td>
<td>common core lessons that they</td>
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<td></td>
<td>implementation of common core</td>
<td>teach.</td>
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<td></td>
<td>lessons in the classroom.</td>
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<td></td>
<td>Teach CCSS lesson plans.</td>
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<td>Peer observations of CCSS</td>
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<td>lessons.</td>
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<td></td>
<td>ELA teachers share techniques</td>
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<td></td>
<td>for close reading, generating</td>
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<td></td>
<td>essay rubrics.</td>
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<td></td>
<td>Maintain use of existing</td>
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<td>formative and summative</td>
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<td>assessments.</td>
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<td></td>
<td>Examine new assessments</td>
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<td>released by SBAC.</td>
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<td>Establish DOK levels of existing</td>
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<td>assessments.</td>
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<td></td>
<td>Take the SBAC practice test in</td>
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<tr>
<td></td>
<td>mathematics and ELA.</td>
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<tr>
<td><strong>Procur</strong></td>
<td>**Develop DOK documents to</td>
<td>**Provide support for common</td>
</tr>
<tr>
<td>assessment items</td>
<td>produce formative, interim and</td>
<td>assessment teams.</td>
</tr>
<tr>
<td>aligned with</td>
<td>benchmark assessments from the</td>
<td>Develop the framework for</td>
</tr>
<tr>
<td>CCSS</td>
<td>state provided test bank.</td>
<td>interim assessment distribution.</td>
</tr>
<tr>
<td></td>
<td>Initiate course level common</td>
<td>Purchase and train staff on new</td>
</tr>
<tr>
<td></td>
<td>assessments for each semester.</td>
<td>test delivery software.</td>
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<tr>
<td></td>
<td>Pilot the use of clickers and</td>
<td>Train teachers in Integrated</td>
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<td></td>
<td>smart devices for classroom</td>
<td>Project assessment.</td>
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<td></td>
<td>assessment.</td>
<td>Working with students and staff</td>
</tr>
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<td></td>
<td>In selected courses incorporate</td>
<td>develop test score incentives.</td>
</tr>
<tr>
<td></td>
<td>Integrated Project as a cumulative assessment.</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULING OF ANNUAL ORGANIZATIONAL MEETING

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

FROM: Nevada Jt. Union High School District  
School District

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

Date: December 11, 2013  
Time: 6:00 p.m.  
Place: Nevada Union High School  
11761 Ridge Road  
Grass Valley, CA. 95945

This action was taken during the regular meeting immediately preceding December 6, 2013.

I hereby certify that fifteen (15) days prior to the date set for the December 2013 organizational meeting all members will be notified in writing of the time and place of the annual organizational meeting.

Signed: _____________________________  
Title: Superintendent

Date: November 13, 2013

PLEASE NOTE: If this form is not received by the County Superintendent of Schools by 5:00 p.m., November 22, 2013, 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 6 to December 21, 2013, inclusive.
All students participating in interscholastic athletic programs will be governed by the rules and regulations of this Athletic Code, California Interscholastic Federation (CIF), the on-campus site rules of Nevada Union and Bear River High Schools, and the policies and philosophies of the Nevada Joint Union High School District (NJUHSD). NJUHSD supports the CIF’s philosophy on student eligibility for participation in high school athletics:

CIF PHILOSOPHY ON STUDENT ELIGIBILITY FOR INTERSCHOLASTIC ATHLETIC COMPETITION (Article 2, CIF Constitution)

The California Interscholastic Federation (CIF), as the governing body of high school athletics, affirms that athletic competition is an important part of the high school experience and that participation in interscholastic athletics is a privilege. The privilege of participation in interscholastic athletics is available to students in public or private schools who meet the democratically established standards of qualification as set forth by the CIF Federated Council. CIF Bylaws governing student eligibility are a necessary prerequisite to participation in interscholastic athletics because they:

A. Keep the focus on athletic participation as a privilege, not a right;
B. Reinforce the principle that students attend school to receive an education first; athletic participation is secondary;
C. Protect the opportunities to participate for students who meet the established standards;
D. Provide a fundamentally fair and equitable framework in which interscholastic athletic competition can take place;
E. Provide uniform standards for all schools to follow in maintaining athletic competition;
F. Serve as a deterrent to students who transfer schools for athletic reasons and to individuals who recruit student-athletes;
G. Serve as a deterrent to students who transfer schools to avoid disciplinary action;
H. Maintain an ethical relationship between high school athletic programs and others who demonstrate an interest in high school athletes;
I. Support the Principles of “Pursuing Victory with Honor.”

CIF bylaws are available at school sites or at www.cifsjs.org.

NJUHSD POLICY ON STUDENT-ATHLETE RESPONSIBILITY

In addition to the CIF Philosophy above, NJUHSD also believes that student-athletes carry a special responsibility in connection with their participation in the privileged activity of interscholastic athletics.

Student-athletes generally receive a great deal of attention both on and off the field of competition as a result of their athletic talents and accomplishments. This attention primarily comes from the student-athletes’ peers at school, who look up to student-athletes as role models for their own behavior. Attention also comes from the greater community, which views student-athletes as representatives of their schools. As a result, student-athletes are expected to
demonstrate leadership by setting positive examples of personal conduct both on and off the field.

Consequently, it is the policy of NJUHSD that its student-athletes accept responsibility for conducting themselves in strict conformance to the provisions of this Athletic Code during their prescribed season of sport (from first practice through conclusion of season and any playoffs), as well as all other applicable NJUHSD, school and CIF policies, rules and regulations (including but not limited to the grounds for discipline specified in Education Code section 48900 et seq.), **at all times**, as a condition of their continued enjoyment of the privilege of participation in NJUHSD athletics. (c/f Section K below).

A. **GRADES:** A student athlete must meet both the NJUHSD and CIF academic eligibility standards. Each student must have recorded a minimum of a 2.0 GPA during the quarter grading period prior to athletic participation, and be enrolled in at least 20 semester periods of work. A 2.0 GPA must be earned at each quarter grading period throughout the athlete’s sport season. In addition, an athlete who has two grades of “F” in the last quarter grading period, is ineligible to participate (practice or play) in athletics even though he/she may have maintained a 2.0 GPA and earned twenty (20) credits. Any athlete who becomes scholastically ineligible when administration receives grade reports will be immediately dropped from the team and will not be eligible to receive a letter, an award or physical education credit. All incomplete grades are to be computed as “F” grades until they are officially changed by the teacher of record and duly recorded in the school’s records office. A grade change must occur within two weeks of the grading period. Summer school is not considered a separate grading period. Grades earned during summer school will be included with term 2 grades for the purpose of computing eligibility. However, a completed (5 units for a semester course) summer school class(es) (maximum of 2) and the resulting earned grade(s) may be used to replace a grade(s) earned in the same course(s) during term 1 or 2 of that school year. Grades earned in completed summer classes that are different from courses taken during term 2 will be averaged with term 2 grades as additional courses when computing the term 2 G.P.A. for eligibility. Grades earned in courses attempted but not completed (partial credits earned) during summer school will not be included in calculations for eligibility. Following the official recording of summer school grades, an athlete’s transcript will be reviewed by the athletic director in regards to the 2.0 G.P.A.

**ATHLETIC “PRACTICE ONLY” PROBATION**

Athletes who do not meet the required 2.0 GPA may, upon the coach’s recommendation and the Athletic Directors approval, be placed on an athletic probation contract. Athletic "Practice Only" probation may only be applied at the beginning of a season, and only if there is a grading period during the season that may allow the athlete to return to eligible status. An athlete that becomes ineligible during the season is not eligible for Athletic “Practice Only” probation. “Practice Only” probation may only be used twice during an athlete’s high school career and never for two consecutive quarters.

**Athletic “Practice Only” Probation allows the player to practice until the next grading period. They may NOT dress or participate in games.**
As Bear River High School uses an employability grade, an athlete receiving two unsatisfactory “employability grades”, in the same grading period, shall be placed on probation, as defined in the Bear River Student Handbook.

**POLICY ON ATHLETIC PROBATION:** If an athlete begins to fail because of insufficient academic performance, disruptive behavior, or excessive absences, the Athletic Director will be notified in writing. The Athletic Director and/or the coach will meet with the student and may warn or place the student on probation at the discretion of the Athletic Director. If the student is put on athletic probation, a letter will be sent to the parents notifying them. If the situation persists, the Athletic Director has the authority to suspend the athlete from competition.

B. **PHYSICAL EXAMINATION:** No student will be allowed to try out for, practice, or play any sport without having a medical clearance to participate. A valid physical examination signed by a physician must be on file in the Student Store.

C. **INSURANCE:** No student shall be allowed to try out, practice, or play for any sports team without having on file in the Student Store a valid insurance policy stating his/her insurance company and policy number, thereby insuring him/her in case of a medical emergency.

D. **RESIDENTIAL ELIGIBILITY:** An athlete’s legal attendance area is determined by the residential address of a parent or legal guardian as defined in Rule 206 & 207 of the CIF regulations. A team with an athlete who violates these rules runs the risk of forfeiting each contest in which that athlete participates. Any transfer or foreign exchange students must meet with the athletic director to determine eligibility under CIF rules 510 and 207.

E. **DROPPING/QUITTING A SPORT:** The proper way to withdraw from a sport is to make personal contact with the coach and to notify him/her of the athlete’s decision to discontinue participation. If an athlete quits a sport, he/she will not receive a participation award or a PE waiver. An athlete who quits a sport will not be allowed to participate in another sport during that season unless extenuating circumstances warrant the Athletic Director waiving this specific participation criteria. Students will be allowed to try out for another sport in a subsequent season without penalty.

F. **LETTERS AND OTHER AWARDS:** Letters are awarded according to school, league and CIF rules and regulations. An athlete must complete the entire season in good standing in order to receive an award at a Sports Award Night.

G. **TRANSPORTATION:** In all athletic contests played away from the school, the athlete will ride to and from these contests in school-arranged transportation. However, an athlete may leave a contest with his or her own parent or guardian as long as the parent/guardian verbally communicates with the coach and then provides written verification by way of a sign-out sheet. Athletes may also ride home with a parent or guardian other than his/her own parent or guardian only if the athlete’s coach receives a verbal confirmation as well as a written verification from the requesting athlete’s parent or guardian. Failure to follow this procedure may result in an athlete’s suspension from the team. Any exceptions to this procedure must be approved by a site administrator or the Athletic Director at least one day prior to the contest.
H. DONATION FEES
A donation fee, in order to help with the escalating costs incurred in providing a quality athletic program, will be asked of each athlete, in each sport.

I. SPORTSMANSHIP AND EXPECTED CONDUCT:

1. Good Sportsmanship:
   In order to promote fairness in competition, a series of rules governing each sport has been adopted. Good sportsmanship requires that the athlete adhere to the rules of the game. Furthermore, it requires that the athlete also comply with the spirit of those rules which were written to promote fairness. An athlete must understand that compliance with the standards of good sportsmanship is required in order to participate in athletics. Good sportsmanship is expected behavior of athletes experiencing either success or failure, victory or defeat.

   a. On the field, an athlete is to be respectful towards his/her teammates, opponents and officials. He/she must abide by all of the rules of the game.

   b. During athletic contests, an athlete’s conduct must be such that he/she is a good representative of the team, the school, and the community. An athlete must be conscious of his/her appearance and manners at all times and realize that he/she is representing the school. The athlete must also realize that he/she is to be governed by all of the school and districts rules whether on the home campus or away.

   c. On campus, an athlete is expected to set an example of good citizenship for his/her classmates. He/she should help promote school spirit and work to be a positive leader in school activities.

   d. In the classroom, an athlete must show respect for teachers and for his/her fellow students. An athlete must maintain good attendance, satisfactory academic grades and satisfactory citizenship standards.

   e. Failure to follow proper sportsmanship at an athletic contest may result in disciplinary action being meted out by Administration.

3. Communication Protocol:
   a. Parental involvement and dialogue is encouraged in the areas related to student safety and the personal conduct of a coach; however, parents are not to interject themselves in those areas which are the coach’s domain, including: playing time, and game and practice strategy.

Meetings should be requested in order to resolve conflicts. The recommended steps are:
   1. Parent to Coach
   2. Athlete/Parent to the Athletic Director
   3. Athlete/Parent to Site Administrator
   4. Athlete/Parent to District Office/School Board
b. Coaches are not to be approached at the conclusion of a contest for any reason other than congratulations or consolation. This also applies to game officials, opposing coaches, opposing team members, and opposing fans.

c. Student athlete concerns regarding playing time, game and practice issues, etc. should be addressed in the following sequence:
   1- Student/Parent to the coach
   2- Student/parent to Athletic Director
   3- Parent/Athletic Director/Site Administrator to coach
   4- Parent to District Office/School Board

4. **Scope of Coaches Authority**
   Head coaches maintain the right to suspend or remove any student-athlete from a team for separate issues not specified in this code, including but not limited to work ethic, attitude, attendance, sportsmanship and relationships with players and coaches.

J. **DISCIPLINARY ACTIONS:** Based on the NJUHSD policy regarding student-athlete responsibilities stated above, head coaches maintain the right to suspend and/or remove student-athletes for violations of the provisions of this Athletic Code or any of the above-referenced policies, rules and regulations:

1. **Section By-Laws 302.3**
   Any player who is ejected or who leaves the confines of the bench or team area during a fight, shall not be allowed to participate in the remainder of the game, shall not be eligible for the team’s next contest, and may not be eligible for subsequent contests as determined by the Athletic Director.

2. **Attendance**
   In order to practice or compete in a game, an athlete must attend all classes on that day.

   However, a class may be missed for an appointment or personal matter on the day of a contest if prior approval is obtained from the Athletic Director or a Site Administrator. Exceptions must be approved by the Athletic Director or a Site Administrator.

3. **School Related Discipline:**
   When an athlete is officially suspended pursuant to Education Code 48900 et seq. for any of the causes enumerated therein that athlete is prohibited from participating in any contests and/or practices that occur during the time of the suspension. In addition, the athlete may be prohibited from participating in additional athletic contests if the Athletic Director and the School Administration deem this to be warranted.

4. **Non-School Related Misconduct:**
   When an athlete commits an act of misconduct enumerated in Education Code section 48900 et seq. but is not subject to school suspension and/or expulsion because the misconduct occurred away from school or a school sponsored activity, he/she is nonetheless subject to discipline in relation to athletics including but not limited to suspension and removal the team.
5. **Illegal Substances**
Written consent from a student and his/her parents/guardians agreeing to the administration of random test(s) for drugs and alcohol during the season is an express condition in order to participate in the interscholastic sports program. Any student found to be involved in the possession of, sale of, under the influence of alcohol or drugs or to be involved in the use of alcohol or drugs, including paraphernalia, or tests positive for alcohol/drugs, will violate the district approved Athletic Code. The athlete may request to continue the current season of sport or try-out for the next season of sport by completing the following:

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

**Days 8 through 14 (calendar days)**
- Must attend all practices without participating.
- Must show proof of enrollment in an approved drug diversion program.
- Must submit to mandatory drug and alcohol testing.
- Must sign a comprehensive discipline contract (if applicable)

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

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

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

Any athlete who does not finish their season in good standing will not be allowed to compete in the next sports season, attend their sports awards banquet, or receive a physical education waiver. If these requirements are not met, the student will not be allowed to participate in any future sport.

Second offense, the student will be banned from competing for one calendar year from the suspension date. Before returning to athletics, the athlete must complete a drug/alcohol diversion program and agree to participate in drug testing at the administration’s request.

Upon return to the team the student athlete will be expected to meet all expectations for attendance, attitude and work ethic. The coach maintains the right to suspend all student athletes if these expectations are not met.

6. **Sexual Harassment**
Any athlete who commits sexual harassment including unwelcome sexual advances, requests for sexual favors or is involved in inappropriate other verbal, visual or physical conduct of a sexual nature, resulting in suspension from school shall be prohibited from participating in any practices or contests during the period of suspension as outlined in Section number three, Suspension.

7. **Tobacco**

An athlete caught in the possession of cigarettes or chewing tobacco will be subject to disciplinary action pursuant to Education Code section 48900 et seq.

K. **SCOPE OF AUTHORITY:** Based on the NJUHSD policy regarding student-athlete responsibility stated above, NJUHSD student-athletes are subject to the disciplinary actions specified in this Athletic Code during their prescribed season of sport (from first practice through conclusion of season and any playoffs) for violation of the provisions of this Athletic Code or any of the above-referenced policies, rules and regulations no matter whether the violation occurs:

- during school hours or a school-sponsored activity, or during non-school time, including but not limited to evenings, weekends and holidays; for example, a student-athlete found to be in possession of an alcoholic beverage in the parking lot of a local supermarket on a Saturday night would be subject to the disciplinary actions under this Athletic Code for violation of Section J.5 (or J.4 – see Education Code section 48900(c)) - possession of alcohol;
- while on or off of school grounds (see above example); or
- while inside or outside of the county, state, or country; for example, a student-athlete committing an act of vandalism by willfully causing damage to private property in his or her hotel room during a vacation in Texas would be subject to the disciplinary actions under Section J.4 for misconduct that would be subject to school discipline under Education Code section 48900 et seq. (subdivision (f) - caused or attempted to cause damage to school property or private property) had it occurred at school or a school-sponsored activity.

L. **APPEAL/COMPLAINT PROCESS:** If an athlete wishes to appeal a ruling regarding his/her violation of any rules contained in this athletic policy, this athlete must first pick-up the formal appeal process guideline from the Athletic Department which will outline the appeal process. The potential levels of appeal will be in the following order: Athletic Director, the Assistant Principal, the Principal, the Superintendent, and, finally, the Board of Education.

1. Anyone who wishes to file a personnel complaint shall contact the District Office for a copy of the District’s complaint policy.

2. Anyone wishing to file an Athletic Code violation against an athlete must do so in writing, submitted to the Athletic Director or Administration.

M. **NJUHSD BOARD POLICY #5144, ZERO TOLERANCE:** “Hereafter, any student who is found in possession of loaded or unloaded firearms, knives, explosive devices, or any other dangerous weapons, has possession, sells or is under the influence of any controlled substance or alcohol, commits or attempts to commit robbery or extortion, or causes, attempts to cause or threatens to cause serious physical injury to another person, he/she shall be immediately suspended and recommended for expulsion, unless the particular
circumstances of the case indicate that expulsion is inappropriate. No exception shall be
made in the case of the possession of a loaded or unloaded firearm.” Violation of this Zero
Tolerance Policy with regards to drugs, alcohol, weapons, or battery will result in a
recommendation for expulsion from the District.

EDUCATION CODE AUTHORITY:

35160. On and after January 1, 1976, the governing board of any school district may initiate and carry on
any program, activity, or may otherwise act in any manner which is not in conflict with or inconsistent
with, or preempted by, any law and which is not in conflict with the purposes for which school districts
are established.

35160.1. (a) The Legislature finds and declares that school districts, county boards of education, and
county superintendents of schools have diverse needs unique to their individual communities and
programs. Moreover, in addressing their needs, common as well as unique, school districts, county boards
of education, and county superintendents of schools should have the flexibility to create their own unique
solutions.

35160.5. (a) The governing board of each school district that maintains one or more schools containing
any of grades 7 to 12, inclusive, shall, as a condition for the receipt of an inflation adjustment pursuant to
Section 42238.1, establish a school district policy regarding participation in extracurricular and co-
curricular activities by pupils in grades 7 to 12, inclusive.

35179. (a) Each school district governing board shall have general control of, and be responsible for, all
aspects of the interscholastic athletic policies, programs, and activities in its district, including, but not
limited to, eligibility, season of sport, number of sports, personnel, and sports facilities. In addition, the
board shall ensure that all interscholastic policies, programs, and activities in its district are in
compliance with state and federal law.

Board Revised: March 16, 2005
Board Revised: April 16, 2008
ATHLETIC "PRACTICE ONLY" PROBATION

All student athletes must meet both the NJUHSD and CIF academic eligibility standards. Each student must have recorded a minimum of a 2.0 GPA during the quarter grading period prior to athletic participation. A 2.0 GPA must be earned at each quarter grading period throughout the athlete's sport season. Student athletes that become scholastically ineligible at the time administration receives grade reports, will be immediately dropped from the team and will not be eligible to receive a letter, an award or physical education credit. All incomplete grades are to be computed as "F" grades until they are officially changed by the teacher of record and duly recorded in the school’s records office. A grade change must occur within two weeks of the grading period.

Athletes who do not meet the required 2.0 GPA may, upon the coach’s recommendation and the Athletic Directors approval, be placed on an athletic probation contract. Athletic "Practice Only" probation may only be applied at the beginning of a season, and only if there is a grading period during the season that may allow the athlete to return to eligible status. An athlete that becomes ineligible during the season is not eligible for Athletic "Practice Only" probation. “Practice Only” probation may only be used twice during an athlete’s high school career and never for two consecutive quarters.

*Athletic “Practice Only” Probation allows the player to practice until the next grading period. They may NOT dress or participate in games.*

The athlete agrees to the following:

1. They must earn a 2.0 GPA by the following grading period.
2. If they do not show improvement in their grades by the grading period, they will be ineligible for the rest of their season and the following sport season.
3. All rules of the Athletic Code will apply and if they violate any rules, they will immediately lose all practices privileges and face disciplinary action.
4. They will still be eligible for drug testing.
5. They must turn in a weekly grade check to the Athletic Director and Head Coach. Failure to turn in a completed progress report to the Athletic Director by Friday of each week will eliminate the athlete from this probation program.
6. Athletes on “Practice Only” probation may not miss class time for travel to games or tournaments, etc.

I have read and agree to all the above conditions. I understand that I am allowed to participate in practices but may *not* play in any games.

<table>
<thead>
<tr>
<th>Sport/Level</th>
<th>Date</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Student</th>
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<table>
<thead>
<tr>
<th>Coach</th>
<th>Athletic Director</th>
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ITEM “L”

POLICY MANUAL REVIEW
## CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – April 2013

District Name: Nevada Joint Union High School District

<table>
<thead>
<tr>
<th>POLICY</th>
<th>TITLE</th>
<th>OPTIONS/BLANKS</th>
<th>ADOPT DATE</th>
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<tbody>
<tr>
<td>BP 1325</td>
<td>Advertising and Promotion</td>
<td>OPTION 1: □</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OPTION 2: □</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>
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<tr>
<td></td>
<td></td>
<td>OPTION 3: □</td>
<td></td>
</tr>
<tr>
<td>AR 1330</td>
<td>Use of School Facilities</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>E 1330</td>
<td>Use of School Facilities</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>BP 3460</td>
<td>Financial Reports and Accountability</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>AR 3460</td>
<td>Financial Reports and Accountability</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>BP 3514.1</td>
<td>Hazardous Substances</td>
<td>Adopt as presented</td>
<td></td>
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<tr>
<td>AR 3514.1</td>
<td>Hazardous Substances</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>BP 3580</td>
<td>District Records</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>AR 3580</td>
<td>District Records</td>
<td>Adopt as presented</td>
<td></td>
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<tr>
<td>E 4112.9/4212.9/4312.9</td>
<td>Employee Notifications</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>AR 4117.14/4317.14</td>
<td>Postretirement Employment</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>BP 5030</td>
<td>Student Wellness</td>
<td>Adopt as presented</td>
<td></td>
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<tr>
<td>BP 5131.2</td>
<td>Bullying</td>
<td>Adopt as presented</td>
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<tr>
<td>BP 5145.3</td>
<td>Nondiscrimination/Harassment</td>
<td>Assistant Superintendent of Personnel &amp; Pupil Services, 11645 Ridge Road, Grass Valley, CA 530-273-3351</td>
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District Name: Nevada Joint Union High School District

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Decision</th>
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<tbody>
<tr>
<td>E 5145.6</td>
<td>Parental Notifications</td>
<td>Adopt as presented</td>
</tr>
<tr>
<td>AR 5148</td>
<td>Child Care and Development</td>
<td>Omit AR, not applicable (we do not operate)</td>
</tr>
<tr>
<td>BP 6112</td>
<td>School Day</td>
<td>Adopt as presented</td>
</tr>
<tr>
<td>AR 6112</td>
<td>School Day</td>
<td>Adopt as presented, deleting sections on kindergarten and grades 1-8</td>
</tr>
<tr>
<td>BP 6159.2</td>
<td>Nonpublic, Nonsectarian School and Agency Services for Special Education</td>
<td>Adopt as presented</td>
</tr>
<tr>
<td>AR 6159.2</td>
<td>Nonpublic, Nonsectarian School and Agency Services for Special Education</td>
<td>Adopt as presented</td>
</tr>
</tbody>
</table>
| BP 6163.1 | Library Media Centers                                                       | OPTION 1: ☐  
OPTION 2: X  
Deleting sections on District Plan and Grades K-4 |
| BP 6164.6 | Identification and Education Under Section 504                             | Adopt as presented       |
| AR 6164.6 | Identification and Education Under Section 504                             | Director of Special Ed (fill in)  
Adopt as presented |
| BP 6177  | Summer Learning Programs (new title)                                        | OPTION 1: X  
OPTION 2: ☐ |
| BB 9130  | Board Committees                                                            | Adopt as presented       |
| BB 9220 | Governing Board Elections                                                   | 1<sup>st</sup> choice:  
OPTION 1: X  
OPTION 2: ☐  
OPTION 3: ☐  
2<sup>nd</sup> choice:  
OPTION 1: ☐  
OPTION 2: X  
3<sup>rd</sup> choice:  
OPTION 1: X  
OPTION 2: ☐  
4<sup>th</sup> choice:  
OPTION 1: ☐  
OPTION 2: X  
OPTION 3: ☐ |
Note: Descriptions below identify major revisions made in CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes may have also been made. Districts should review the sample materials and modify their own policies accordingly.

**BP 1325 - Advertising and Promotion**  
(BP revised)  
Policy updated to clarify its applicability only to advertisements and promotions by nonschool groups, not to student speech. Policy also clarifies the distinction between a nonpublic forum and limited public forum, addresses advertisements on district-sponsored web sites and social media, and prohibits distribution of materials or advertisements that are lewd or proselytize or position the district on any side of a controversial issue.

**BP/AR/E 1330 - Use of School Facilities**  
(BP/AR/E revised)  
MANDATED policy reflects NEW LAW (SB 1404, 2012) which (1) modifies the definition of "direct costs" that may be charged for community use of school facilities or grounds and (2) includes the YMCA and religious organizations/churches that arrange for and supervise youth sports league activities among the nonprofit organizations, clubs, and associations that may be allowed the use of school facilities or grounds without charge. Policy also adds statements on joint use of school facilities and references BP 1325 - Advertising and Promotion for guidance on advertisements on school facilities. MANDATED regulation clarifies responsibilities of groups or organizations using school facilities, including a requirement to provide evidence of insurance against claims arising out the group's own negligence. Material moved from AR to BP re: authority to grant the use of school facilities on those days on which the school is closed. Updated Exhibit provides a sample form for requiring a group or organization to (1) indicate its agreement to expressly undertake to comply with district restrictions on the use of facilities and (2) indicate its recognition of its liability for any damage or injury caused by its negligence.

**BP/AR 3460 - Financial Reports and Accountability**  
(BP/AR revised)  
Policy updated to reflect NEW LAW (AB 2662, 2012) which gives the County Superintendent of Schools the authority, upon receipt of a district's interim fiscal report, to change the district's qualified certification to a negative certification. Policy also contains material formerly in AR which refers to Board actions regarding the statement of unaudited actual receipts and expenditures, Gunn appropriations limit resolution, interim reports, and audit report. Regulation updated to reflect current law regarding restoration of the reserve threshold and to add material regarding submission of audit report pertaining to federal funds to the federal Office of Management and Budget.

**BP/AR 3514.1 - Hazardous Substances**  
(BP/AR revised)  
Policy and regulation updated to reflect requirements for a chemical hygiene plan, as required by state regulations for any employer that maintains a workplace where there is laboratory use of hazardous chemicals, such as a district that offers science laboratory classes. Policy also adds Board philosophy statement and reflects the California Department of Education (CDE) Science Safety Handbook for California Public Schools. Regulation also adds definition of "hazardous substance," adds material related to the storage and disposal of chemicals, updates material related to the hazard communications program to more directly reflect law and new terminology, and adds information about CSBA's HazMat Communications service.
POLICY GUIDESHEET
April 2013
Page 2 of 4

BP/AR 3580 - District Records
(BP/AR revised)
Policy updated to include actions to be taken in the event of any known or suspected breach of the security of district records containing confidential personal information. Regulation updated to add new section on "Electronically Stored Information" which addresses the classification, retention, and/or purging of district-related and personal electronically stored information.

E 4112.9/4212.9/4312.9 - Employee Notifications
(E revised)
Exhibit updated to (1) reflect NEW LAW (AB 1575, 2012) requiring the uniform complaint procedure notice to include information about complaints regarding student fees; (2) add notice regarding automated external defibrillators; (3) reflect NEW LAW (AB 1908, 2012) revising the timing of notice of layoff and reemployment rights of classified personnel; (4) add notice of bus drivers regarding vehicle idling limitations; and (5) add notices related to the chemical hygiene plan and hazard communications program.

AR 4117.14/4317.14 - Postretirement Employment
(AR revised)
Regulation revised to reflect NEW LAW (AB 340, 2012) which exempts a retired individual who has attained the normal retirement age from the prohibition against returning to postretirement employment for at least six months after retirement, provided that certain conditions are met. Regulation deletes postretirement earning limitation exemptions based on expired law, including those for retirees employed to provide specified instructional services or employed in an emergency situation to fill a vacant administrative position requiring highly specialized skills. Regulation also deletes material describing exemptions for certain state-appointed trustees/administrators and County Superintendent of Schools appointments, since those assignments are not the responsibility of the district.

BP 5030 - Student Wellness
(BP revised)
**MANDATED** policy updated for consistency with CSBA's publications *Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies* and *Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide* (both updated in fall 2012). Policy revises section on "Goals for Nutrition, Physical Activity, and Other Wellness Activities" to add language related to school gardens, summer programs as opportunities for nutrition education and physical activity, professional development, school health services, and bullying prevention. Section on "Nutritional Guidelines for Foods Available at School" adds notes on new nutrition standards for the National School Lunch and Breakfast Programs and the proposed federal rule regarding outside food sales, and includes new language on access to drinking water during mealtimes. Policy also revises suggested indicators for program evaluation and adds optional language establishing the frequency of program evaluation.

BP 5131.2 - Bullying
(BP revised)
Policy updated to ensure compliance with CDE decision that uniform complaint procedures must be used to receive and investigate student complaints involving discrimination, harassment, intimidation, and bullying based on the characteristics covered within Education Code 234.1.

BP 5145.3 - Nondiscrimination/Harassment
(BP revised)
**MANDATED** policy updated to ensure compliance with CDE decision that uniform complaint procedures must be used to receive and investigate student complaints involving discrimination, harassment, intimidation, and bullying based on the characteristics covered within Education Code 234.1.
E 5145.6 - Parental Notifications
(E revised)
Exhibit updated to (1) reflect NEW LAW (AB 1575, 2012) which requires the uniform complaint procedure notice to include information about complaints regarding student fees; (2) add notice regarding process for reclassifying English learners as fluent English proficient and the opportunity for parents/guardians to participate in that process; (3) consolidate and clarify notifications related to education of English learners; (4) add notice of failure to achieve annual measurable achievement objectives for English learners; and (5) add notice regarding student's assignment to a supervised suspension classroom.

AR 5148 - Child Care and Development
(AR revised)
MANDATED regulation updated to add new section on “Disenrollment” reflecting NEW LAW (SB 1016, 2012) and NEW CDE MANAGEMENT BULLETIN which address the order of disenrolling families from subsidized child care and development programs when funding levels are reduced. Regulation also reflects a provision of SB 1016 which encourages "wraparound child care services" in conjunction with part-day preschool programs and specifies that the fees for these services are subject to the same fee schedule adopted by the Superintendent of Public Instruction for general child care services. Section on "Program Components" includes requirement to provide access to drinking water throughout the day and adds optional component promoting physical activity opportunities. Regulation also reflects NEW LAW (AB 1991, 2012) which revises the criteria for "public recreation programs" to be exempted from licensure.

BP/AR 6112 - School Day
(BP/AR revised)
Policy updated to reflect option for districts receiving incentive funding to reduce instructional minutes, through the 2014-15 school year, without incurring financial penalties. Policy also adds material regarding the length of the school day for students with disabilities and the minimum amount of recess time in elementary schools, and moves material from AR to BP regarding requirements for board consultations and public hearings prior to establishing a block schedule. Regulation updated to clarify legal requirements pertaining to the minimum and maximum school day at various grade levels and to reflect the minimum number of courses in which high school seniors must be enrolled. Regulation also expands material on exceptions to the 240-minute minimum school day for grades 9-12 to include regional occupational centers, concurrent enrollment in colleges classes, evening high schools, and, as added by NEW LAW (SB 1316, 2012), early and middle college high schools.

BP/AR 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education
(BP/AR revised)
MANDATED policy and regulation updated to reflect NEW LAW (SB 121, 2012) which prohibits the referral of a student with a disability to, or placement in, a nonpublic, nonsectarian school without the student's individualized education program team's agreement. Policy also adds material on out-of-state placements, applications for state waivers of legal requirements, and district verification of the school/agency's certification to provide special education and related services. Regulation also reorganized and updated to clarify requirements for the master contract with a nonpublic, nonsectarian school or agency, including the process of making changes to the master contract.

BP 6163.1 - Library Media Centers
(BP revised)
Policy updated to reflect NEW TITLE 5 REGULATIONS (Register 2013, No. 3) which revise the authorized duties of credentialed teacher librarians and add a new special class authorization for departmentalized instruction in information literacy, digital literacy, and digital citizenship. Policy also
BP 6163.1 - Library Media Centers (continued)
deletes references to the use of Instructional Materials Funding Realignment Program funds for the
purchase of classroom library materials, as that program was repealed by NEW LAW (AB 1246, 2012).
Policy references a State Board of Education document identifying alignment of library instruction
standards with Common Core State Standards and expands material on program evaluation.

BP/AR 6164.6 - Identification and Education Under Section 504
(BP/AR revised)
Policy updated to reflect NEW GUIDANCE (January 2013) from the U.S. Department of Education’s
Office for Civil Rights (OCR) clarifying districts' responsibility to provide opportunities for students with
disabilities to participate in extracurricular athletic and other nonacademic programs or activities that
constitute the overall educational program. Policy also adds new material re: compliance with procedural
safeguards and required notifications and contains paragraph formerly in AR re: maintenance of a list of
impartial hearing officers qualified to conduct Section 504 hearings. Regulation updated to reflect OCR
guidance (January 2012) which clarifies the extent to which the Americans with Disabilities Act (ADA)
affects the definitions of "disability" and "substantially limits" for Section 504 purposes. Regulation also
adds the designation of a district employee to serve as the district's Section 504 Coordinator, updates
definitions of key terms to ensure consistency with federal law (ADA Amendment Act of 2008), and
streamlines the section on "Procedural Safeguards."

BP 6177 - Summer Learning Programs
(BP revised)
Retitled policy updated to include components of effective summer programs, add material on evaluation of
summer school programs, and describe summer learning opportunities in addition to summer school. For
further information, see CSBA's Summer Learning Series and its new policy brief "School's Out, Now
What? How Summer Programs Are Improving Student Learning and Wellness."

BB 9130 - Board Committees
(BB revised)
Bylaw updated to clarify applicability of the Brown Act to Board-created committees, describe the
circumstances under which committees may meet in closed session, and reflect an Attorney General
opinion that a committee created through a collective bargaining agreement is not a committee created by
the board and thus is not necessarily subject to open meeting requirements. Bylaw also revised to specify
decisions that will be made at the time a committee is established, address who is responsible for
appointing committee members, and delete material re: board not obligated to provide for public comment
at board meeting on matters that were open to public comment during meeting of board subcommittees
(now addressed in BB 9322 - Agenda/Meeting Materials).

BB 9220 - Governing Board Elections
(BB revised)
Bylaw updated to reflect NEW LAW (AB 2410, 2012) which provides that a person is ineligible to hold
public office if he/she has been convicted of a felony involving bribery, offering of a bribe, embezzlement
or theft of public funds, extortion, perjury, or conspiracy to commit any of these crimes. Bylaw also adds
section which addresses the methods of electing board members (i.e., by trustee area, at-large election, or
at-large election but candidate resides in trustee area) and reflects the California Voting Rights Act which
prohibits the use of the at-large voting method when its use prevents members of a protected class (voters
of a minority race, color, or language group) from being elected to the board.
<table>
<thead>
<tr>
<th>POLICY</th>
<th>TITLE</th>
<th>OPTIONS/BLANKS</th>
<th>ADOPT DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BP 0420</td>
<td>School Plans/Site Councils</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>AR 0420</td>
<td>School Plans/Site Councils</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>AR 0520.2</td>
<td>Title I Program Improvement Schools</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>BP 1431</td>
<td>Waivers</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>BP 3311</td>
<td>Bids</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>AR 3311</td>
<td>Bids</td>
<td>Adopt as presented with addition of Alternative Bid Procedures to AR</td>
<td></td>
</tr>
<tr>
<td>BP 3350</td>
<td>Travel Expenses</td>
<td>OPTION 1:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OPTION 2: X</td>
<td></td>
</tr>
<tr>
<td>AR 3514</td>
<td>Environmental Safety</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>AR 3542</td>
<td>School Bus Drivers</td>
<td>Adopt as presented</td>
<td></td>
</tr>
<tr>
<td>BP 4112.42/4212.42/4312.42</td>
<td>Drug and Alcohol Testing of Bus Drivers</td>
<td>Omit policy, not applicable</td>
<td></td>
</tr>
<tr>
<td>AR 4112.42/4212.42/4312.42</td>
<td>Drug and Alcohol Testing of Bus Drivers</td>
<td>Omit policy, not applicable</td>
<td></td>
</tr>
<tr>
<td>AR 4161.11/4261.11/4361.11</td>
<td>Industrial Accident/Illness Leave</td>
<td>- Employees granted 60 work days in F/Y for industrial accident/injury. - Delete optional sentence regarding an employee being required to serve for three years to be eligible. and choose OPTIONS 1: ☐ OPTIONS 2: X</td>
<td></td>
</tr>
</tbody>
</table>
## CSBA MANUAL MAINTENANCE SERVICE CHECKLIST – August 2013

District Name: Nevada Joint Union High School District

| AR 4161.8/4261.8/4361.8 | Family Care and Medical Leave | 1<sup>st</sup> choice: OPTION 1: □  
OPTION 2: X  
OPTION 3: □  
OPTION 4: □  
2<sup>nd</sup> choice: OPTION 1: □  
OPTION 2: X |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>AR 5111.2</td>
<td>Nonresident Foreign Students</td>
<td>Omit AR, not applicable</td>
</tr>
<tr>
<td>BP 5131.61</td>
<td>Drug Testing</td>
<td>Omit this revision. We have our own policy written by our attorneys.</td>
</tr>
<tr>
<td>BP 5141.27</td>
<td>Food Allergies/Special Dietary Needs</td>
<td>Adopt as presented</td>
</tr>
<tr>
<td>AR 5141.27</td>
<td>Food Allergies/Special Dietary Needs</td>
<td>Adopt as presented</td>
</tr>
<tr>
<td>BP 6117</td>
<td>Year-Round Schedules</td>
<td>Omit policy, not applicable</td>
</tr>
<tr>
<td>AR 6117</td>
<td>Year-Round Schedules</td>
<td><strong>Delete AR</strong> X Yes □No</td>
</tr>
<tr>
<td>BP 6144</td>
<td>Controversial Issues</td>
<td>Adopt as presented, except for deleting the last paragraph</td>
</tr>
<tr>
<td>AR 6144</td>
<td>Controversial Issues</td>
<td><strong>Delete AR</strong> X Yes □No</td>
</tr>
<tr>
<td>BP 6162.6</td>
<td>Use of Copyrighted Materials</td>
<td>Adopt as presented</td>
</tr>
<tr>
<td>AR 6162.6</td>
<td>Use of Copyrighted Materials</td>
<td>Adopt as presented</td>
</tr>
<tr>
<td>BB 9010</td>
<td>Public Statements</td>
<td>Adopt as presented</td>
</tr>
</tbody>
</table>
BP/AR 0420 - School Plans/Site Councils

Policy revised to delete material on school site block grants, which are no longer operational. Policy also adds language, reflecting California Department of Education guide, requiring the Board to communicate specific reasons to the school site council when it disapproves the Single Plan for Student Achievement.

Regulation revised to delete section on "School Site Block Grants" since these grants are no longer operational and to delete section on "School Plans for Categorical Block Grants" since requirements for the Pupil Retention Block Grant and School and Library Improvement Block Grant are now flexible under the Local Control Funding Formula pursuant to NEW LAW (AB 97, 2013). Regulation also updated to reflect California Department of Education guide re: (1) selection of school site council members, including clarification of membership requirements in middle schools, and (2) the process of developing the Single Plan for Student Achievement, including data sources, consultation with advisory groups, and new budget planning and evaluation tools.

AR 0520.2 - Title I Program Improvement Schools

Regulation updated to reflect the Parent Empowerment Act, which authorizes parents/guardians in certain Year 3 Program Improvement schools to petition the Board to implement one of four specified intervention models or an alternative governance arrangement. Updated regulation also clarifies the timeline and content of the required notice to parents/guardians regarding the opportunity to transfer their child to another school and reflects additional requirements pertaining to supplemental educational services, including development of a student learning plan and safeguards against conflict of interest.

BP 1431 - Waivers

Policy updated to add steps for consideration of district waiver request prior to its submission to the State Board of Education (SBE), including public hearing and notice requirements and Board approval. Policy also reflects requirements for renewal of a general waiver and adds information on the California Department of Education's online waiver request system and its guidance to expedite waiver requests.

BP/AR 3311 - Bids

Policy updated to reflect NEW LAW (AB 1565, 2012) which requires (1) prequalification of all general contractors and electrical, mechanical, and plumbing subcontractors for public projects of $1 million or more awarded on or after January 1, 2014, if School Facilities Program funds or other future state school bonds are used, and (2) a uniform system of rating bidders based on completed questionnaires and model guidelines developed by the Department of Industrial Relations. Policy also reflects court decision highlighting the importance of disclosing all material information in bid specifications.

MANDATED regulation reorganized and updated to reflect NEW LAW (AB 1565, 2012) requiring prequalification of specified contractors, as noted above. Regulation also (1) adds step for notifying the bidder when a bid is disqualified as nonresponsive (i.e., does not conform to specifications) in order to give the bidder an opportunity to respond to the information; (2) reflects law allowing districts to facilitate the participation of women, minorities, disabled veterans and small businesses in contracts; and (3) reflects law allowing purchase of surplus property from the federal government without taking estimates or advertising for bids.
BP 3350 - Travel Expenses

Policy revised to prohibit use of a district credit card for personal expenses, even if the employee intends to reimburse the district. Policy also adds language on types of reimbursable travel expenses and nonreimbursable personal expenses, alignment of district mileage reimbursement rate with the Internal Revenue Service rate, options for reimbursement of meal costs, submission and approval of expense claim, employee’s responsibility for costs incurred on improper claim, and repayment to district if actual costs are less than the cash advance received by the employee.

AR 3514 - Environmental Safety

Regulation revised to add new sections on "Drinking Water" and "Mercury Exposure," add optional language re: installation of carbon monoxide detectors, expand item requesting staff and students to refrain from bringing or using fragrances and other common irritants, and reflect requirement to install filter in diesel buses to reduce emissions. Material on vehicle idling shortened since the detailed requirements are now addressed in AR 3542 - School Bus Drivers.

AR 3542 - School Bus Drivers

MANDATED regulation expands "Qualifications" section to include requirement for bus driver initially applying for or renewing a commercial driver's license or school bus certificate to present evidence of having obtained a medical examination, and requirement for district to notify driver when his/her license, certificate, or medical certification is expiring. Regulation also adds identification of staff development needs, prohibitions against cell phone use and texting except under specified conditions, duty of driver to report on the condition of the bus and on his/her duty status (e.g., hours on duty), section on "Vehicle Idling" formerly in AR 3514 - Environmental Safety, and reports that must be maintained by the district pertaining to each driver.

BP/AR 4112.42/4212.42/4312.42 - Drug and Alcohol Testing of Bus Drivers

MANDATED policy revised to more directly reflect prohibitions against drug and alcohol use and clarify that alcohol testing conducted under the federal testing program should follow federal law re: the blood alcohol concentration level that triggers specified consequences. Policy also adds language on confidentiality of test results, reports to the Department of Motor Vehicles, option to impose rehabilitation or return-to-duty program, and option to establish a voluntary self-identification program.

New MANDATED regulation reflects requirements pertaining to pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up testing. Regulation also adds definitions of key terms and designation of "designated employer representative," and expands material on driver notifications formerly in BP.

AR 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave

MANDATED regulation recoded to merge former AR 4161.11/4361.11 - Industrial Accident/Illness Leave for certificated and administrative/ supervisory employees and AR 4261.11 - Industrial Accident/Illness Leave for classified employees. Revised regulation clarifies that the district must set the maximum number of days allowed for such leave, which must be at least 60 working days in one fiscal year for the same industrial accident or illness, and provides options for the district re: the process of issuing salary payments that take into account the amount of the employee's workers' compensation check. Regulation also clarifies retention of status and benefits, notification when leave is exhausted, and placement on a reemployment list when the employee is not medically able to resume his/her duties after all available leave is exhausted.
AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave

Regulation updated to reflect provisions related to pregnancy disability leave under state law and regulations, as amended by NEW STATE REGULATIONS (Register 2012, No. 48), including clarification of the calculation of the four months to which employees are entitled. Regulation also reflects NEW COURT DECISION finding unconstitutional the definition of marriage, for purposes of benefits under federal law, as a "union between a man and a woman." Section on "Military Family Leave Resulting from Qualifying Exigencies" updated to reflect NEW FEDERAL REGULATIONS (78 Fed. Reg. 25) which revise the definitions of "military member" and "covered active duty," increase allowable exigency leave for rest and recuperation from five to 15 days, allow use of such leave to care for a military member's parent under specified conditions, and expand the list of information which a district may require an employee to provide. Section on "Military Caregiver Leave" updated to reflect NEW FEDERAL REGULATIONS (78 Fed. Reg. 25) amending the conditions that must be present for a veteran's injury or illness to qualify as a "serious injury of illness" for purpose of this leave and expanding the definition of "authorized health care provider" qualified to certify the need for the leave.

AR 5111.2 - Nonresident Foreign Students

Regulation updated to add requirements related to obtaining certification and recertification of district eligibility to enroll nonimmigrant foreign students, conditions under which nonresident foreign students may be admitted, and recordkeeping requirements.

BP 5131.61 - Drug Testing

Policy updated to delete material related to random, suspicionless drug testing of students participating in nonathletic extracurricular activities, in accordance with the greater privacy protections provided under the California Constitution which require a compelling reason (i.e., evidence of drug use or other justification) for testing students in contexts other than athletics.

BP/AR 5141.27 - Food Allergies/Special Dietary Needs

Policy revised to reflect federal law which requires that a determination of disability, for purposes of Section 504 of the federal Rehabilitation Act, be made without regard to the ameliorative effects of mitigating measures, which may result in more students with severe food allergies needing to be evaluated under Section 504 to determine if they need accommodations or services. Policy also prohibits discrimination and bullying based on a food allergy and adds referral to appropriate complaint procedures.

Regulation revised to add material on the development of a health plan to manage the needs of a student with a food allergy, which may be a Section 504 accommodation plan if his/her allergy meets the definition of a "disability" without regard to the effects of mitigating measures. Regulation also adds measures to be taken when a student with a known food allergy will be off school grounds, such as on a field trip.

BP/AR 6117 - Year-Round Schedules

Policy updated to delete material re: Concept 6 year-round programs since related law has sunsetting. Policy also incorporates material formerly in AR, expands issues that the Board may consider when establishing a year-round program, and adds language on program evaluation, parent/guardian appeals of their child's assignment to a track, and the public's right to request that a year-round schedule not be established by submitting a petition to the County Superintendent of Schools.

Regulation deleted and incorporated into BP.
POLICY GUIDESHEET
August 2013
Page 4 of 4

BP/AR 6144 - Controversial Issues

Policy updated to incorporate material formerly in AR, reference policy that addresses appropriateness of supplementary instructional materials, add consultation with Superintendent or designee as needed to determine appropriateness of the subject matter or resource, add prior parental notification when required or deemed advisable, and add reference to appropriate complaint procedures.

Regulation deleted and incorporated into BP.

BP/AR 6162.6 - Use of Copyrighted Materials

Policy updated to reflect NEW COURT DECISION (Cambridge University Press v. Becker) reaffirming that federal criteria for determining "fair use" of copyrighted material must be weighed together on a case-by-case basis and do not exclude consideration of other factors. Policy also adds language defining categories of works that may be copyrighted, stating the need to get permission to use a copyrighted work unless the criteria for fair use or another exception are met, and prohibiting students from copying and distributing copyrighted works. Material re: observing license agreements for software moved to AR.

Regulation reorganized and expanded to reflect (1) the need to seek permission of copyright holder before widely distributing a copyrighted work through a web site or other method of communications accessible to the public; (2) the four factors specified in law that must be considered when determining whether an intended use of a copyrighted work meets criteria for "fair use," as clarified by NEW COURT DECISION (Cambridge University Press v. Becker); and (3) an exception in federal law pertaining to performance or display of copyrighted works (e.g., motion picture or other audiovisual work) in the course of face-to-face instruction. Regulation also revised to include information about identifying the holder of a copyright and to more directly reflect nonbinding guidelines for copying text, sheet or recorded music, and television programming as stated in U.S. Copyright Office guidance.

BB 9010 - Public Statements

Bylaw updated to add concepts related to communicating the district's message in a manner that promotes public confidence in the Board's leadership, refraining from disclosing confidential information, and adhering to the same standards and protocols established for other Board communications when participating on social networking sites, blogs, or other electronic media.

BB/E 9250 - Remuneration, Reimbursement and Other Benefits

Bylaw updated to delete material requiring the district to establish a minimum percentage of the Board meeting that must be attended in order for a Board member to receive compensation, add statement clarifying that student Board members do not receive compensation, and reflect legal requirement to announce any additional compensation received whenever a quorum of Board members serves as another legislative body which will meet simultaneously or in serial order to a Board meeting. Section on "Reimbursement of Expenses" revised to give examples of authorized travel and to prohibit use of district credit card for personal expenses even if the Board member intends to reimburse the district. Material on health and welfare benefits updated to (1) reflect current law which provides that the age at which a person ceases to be a dependent child is age 26 years or higher as specified in the health plan and (2) clarify the circumstances under which the district may offer health and welfare benefits to former Board members.

New exhibit added to provide a sample Board resolution, as required by law in order to authorize compensation for a Board member who missed meeting(s) because he/she was performing other designated duties on behalf of the district at the time of the meeting, was ill or on jury duty, or had another hardship deemed acceptable by the Board.
ITEM “M”

INFORMATION
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 2013  
☐ August 2013  
☒ November 2013  
☐ February 2014

Date for information to be reported publicly at governing board meeting:  November 13, 2013

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

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

<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]

Signature of Superintendent

11/7/2013

Date
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:**
- **66006(b)(1)(A)** These fees are assessed on new residential and non-residential development in order to help mitigate the effects of new development on the District.

**Amount of Fee:**
- **66006(b)(1)(B)**
  - **$1.28** per square foot of residential development
  - **$0.20** per square foot of non-residential development

**Summary of Capital Facilities Fund (Fund 25)**
- **66006(b)(1)(C) and (F)**
  - Beginning Balance: $358,713
  - Fee Revenue: $182,695
  - Interest: $1,744
  - Expense: $262,209
  - Ending Balance: $280,943

<table>
<thead>
<tr>
<th>Project</th>
<th>Fees Applied Towards Project</th>
<th>12-13 Project Cost</th>
<th>Fee Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>NU Portable Lease/Purchase</td>
<td>$4,619</td>
<td>$4,619</td>
<td>100%</td>
</tr>
<tr>
<td>BRHS Portable Lease/Purchase</td>
<td>$1,709</td>
<td>$1,709</td>
<td>100%</td>
</tr>
<tr>
<td>BRHS Library Debt Service Pymt</td>
<td>$250,863</td>
<td>$250,854</td>
<td>100%</td>
</tr>
<tr>
<td>Park Avenue Portable Lease/Purchase</td>
<td>$2,509</td>
<td>$2,509</td>
<td>100%</td>
</tr>
<tr>
<td>McCourtney Portable Lease/Purchase</td>
<td>$2,509</td>
<td>$2,509</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td></td>
<td><strong>$262,209</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Refunds pursuant to GC 66001:** none

**66006(b)(1)(H)**

NU = Nevada Union High School  
BR = Bear River High School

13-Nov-13
To: Board of Trustees  
From: Louise Johnson, Superintendent  
Date: November 6, 2013  
Re: Process and Timeline for Strategic Plan Development

We are in a season of our organizational life where we have a perfect opportunity to set our sights on renewing our commitment to excellence in high school education for our young people. Every world culture, primitive and contemporary, has an event that marks the passage from childhood to adult responsibility. In our culture, that event is high school graduation. Our community has entrusted us with the sacred responsibility to prepare each of our young people for a future of his or her own choosing. We must commit to united forward vision & mission.

The Board of Trustees and the Superintendent of the Nevada Joint Union School District have mutually agreed to take up the task and begin with the development of a long range strategic plan for the district. The superintendent committed to spending her first 100 days in the district to listening and learning. In the spring of 2013, an angel donor gifted the district with funding for the services of a public relations and fund development professional. Aimee Retzl and her partner Erika Kosina interviewed and were selected and have been working in tandem with me on the research phase of our planning. As planned, we are simultaneously at the point where we are ready to move on with our next steps of strategic planning and implementation of the marketing and fund development plan.

I am proposing the following activities and timelines for the next phases of our work:

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/22/13</td>
<td>Board Workshop – Aimee and Erica to present mid-term report and plans for marketing and fund development</td>
</tr>
<tr>
<td>12/4/13</td>
<td>Town Hall Meeting – Open to all interested citizens; describe the new Local Control Funding Formula, the new Local Control Accountability Plan, and collect community wide input on goals and priorities to be used for strategic planning, LCAP planning, and LCCF budget planning.</td>
</tr>
<tr>
<td>12/10/13</td>
<td>Joint Meeting of District Curriculum Council and Guidance Council – review the new LCFF and LCAP requirements and consult on goals and priorities to be used for strategic planning, LCAP Planning, and LCCF budget planning.</td>
</tr>
<tr>
<td>1/9-10/14</td>
<td>Education Summit – A call together of stakeholders* from the entire school community to work in groups through a series of activities to develop a draft six year strategic** plan</td>
</tr>
<tr>
<td>1/13-30/14</td>
<td>Draft of strategic plan refined by staff</td>
</tr>
<tr>
<td>2/13/14</td>
<td>First reading of proposed strategic plan by Board of Trustees</td>
</tr>
<tr>
<td>3/13/14</td>
<td>Second reading; consideration of adoption of the strategic plan by the Board of Trustees</td>
</tr>
<tr>
<td>3 – 5/14</td>
<td>Communication of Plan to entire school community</td>
</tr>
<tr>
<td>1/15 and Beyond</td>
<td>Community Goal Setting – annual review and revision of the plan to advance on our next steps to our goals.</td>
</tr>
</tbody>
</table>

*Education Summit participants include 6 teachers appointed by NJUHSTA, 6 classified personnel appointed by CSEA, 6 students representing all sites, 6 parents representing all sites, 6 administrators, and 6 community members not directly related to the schools.

**A strategic plan is a document that guides an organization into its future. It is based on core beliefs leading to vision. Vision leads to mission. Mission leads to goals. Goals lead to actions. Actions bring the vision closer to reality.