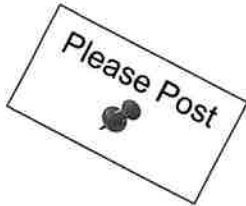


**FALL RIVER JOINT UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING**



DATE: August 9, 2023  
 TIME: 6:00 PM  
 LOCATION: Soldier Mt. High School  
 44144 A Street  
 McArthur, CA 96056  
 Google Link:  
[meet.google.com/dni-vadm-eow](https://meet.google.com/dni-vadm-eow)

**AGENDA**

Individuals wishing to address the Board should register prior to the start of the meeting.

<b>1.</b>	<b>CALL TO ORDER</b>
<b>2.</b>	<b>ROLL CALL; ESTABLISH A QUORUM; SALUTE FLAG</b>
<b>3.</b>	<b>ADOPT AGENDA</b>
<b>4.</b>	<b>PUBLIC COMMENT</b>  Opportunity for members of the public to address the Board. Note: 1) Individual speakers will be allowed three (3) minutes to address the Board. The maximum time allowed for each agenda item shall be 20 minutes. 2) Citizens should contact the Superintendent for complaint procedures regarding employees. 3) A school district cannot take action on a matter that has not been placed on the official agenda. (G.C. 54954.2)
<b>5.</b>	<b>CONSENT AGENDA</b>  The consent agenda, if approved, will be recorded in the minutes, as if each item had been acted upon individually. Requests by members of the Board to have any item taken off the consent agenda for discussion will be honored without debate. Requests by the public to have an item taken off the consent agenda will be considered prior to the Board taking action.
	5.1 Approval of Minutes from June 21, 2023
	5.2 Approval of Personnel Report and actions therein
	5.3 Approval of Governing Board Commercial Warrant Report: # 1 (2022/2023 & 2023/2024) <ul style="list-style-type: none"> <li>• \$ 712,996.10 General Fund</li> <li>• \$ 7,780.52 Cafeteria Fund</li> <li>• \$ 30,891.00 Capital Facilities Fund</li> </ul>
	5.4 Approval of Memorandum of Understanding (MOU) between the Tehama County Department of Education, Serving as the Local Education Agency (“LEA”) for the Tehama County Department of Education Teacher Induction Program/Career Technical Education (CTE) Program and the county office of education, district, employing agency or independent charter school <ul style="list-style-type: none"> <li>• Term: July 1, 2023 and terminates on June 30, 2024</li> </ul>
	5.5 Approval of Contract between Fall River Joint Unified School District and Eddie Erickson Photography for Photography Services on July 18, 2023
	5.7 Approval of Agreement between Shasta County Office of Education SCOE and Fall River Joint Unified School District for Legal Services Consortium <ul style="list-style-type: none"> <li>• Term: August 1, 2023 to June 30, 2024</li> </ul>
	5.8 Approval of Memorandum of Understanding by and Between Fall River Joint Unified School District and California School Employees’ Association and Its Fall River Chapter No. 191 to move Master Mechanic from Range 9 to Range 10 on the Classified Salary Schedule. <ul style="list-style-type: none"> <li>• Effective: August 1, 2023</li> </ul>

	<p>5.9 Approval of Agreement of Contract Services between Fall River Joint Unified School District And Breslin Occupational Therapy Services</p> <ul style="list-style-type: none"> <li>This Agreement Shall Remain in Full Force and Effect for a (1) Year Period Starting August 1, 2023 and Shall be Automatically Renewed for an Additional One (1) Year Period Annually</li> </ul>
	<p>5.10 Approval of School-Based Medical Billing Documentation Agreement between Fall River Joint Unified School District and Practi-Cal, Inc.</p> <ul style="list-style-type: none"> <li>Three Year Agreement Beginning on 07/01/2023 and Remaining in Full Force and Affect, Except as Amended or Terminated as Hereinafter Provided</li> </ul>
	<p>5.11 Approval of Agreement for Emergency Use of Facilities between Fall River Joint Unified School District and State of California Department of Forestry and Fire Protection – CAL FIRE Shasta – Trinity Unit for Use of Burney Elementary School Facilities</p> <ul style="list-style-type: none"> <li>Term: 7/1/2023 to 12/31/2023</li> </ul>
	<p>5.12 Approval of Agreement for Emergency Use of Facilities between Fall River Joint Unified School District and State of California Department of Forestry and Fire Protection – CAL FIRE Shasta – Trinity Unit for Use of Burney High School Facilities</p> <ul style="list-style-type: none"> <li>Term: 7/1/2023 to 12/31/2023</li> </ul>
	<p>5.13 Approval of Service Agreement between Fall River Joint Unified School District and SchoolWorks, Inc. for Developer Fee Justification Study</p>
	<p>5.14 Approval of Contract Services between Karen Van Cleave and the Fall River Joint Unified School District</p> <ul style="list-style-type: none"> <li>Term: September 15, 2023 to June 7, 2024</li> </ul>
	<p>5.15 Approval of Memorandum of Understanding between California Agricultural Teachers' Induction Program/Davis Joint Unified School District and Fall River Joint Unified School District</p> <ul style="list-style-type: none"> <li>Term: September 1, 2023 to June 30, 2024</li> </ul>
	<p>5.16 Accept the following donations:</p> <ul style="list-style-type: none"> <li><b>Fall River Joint Unified School District</b> Two (2) Units of Lumber</li> </ul>
	<p>5.17 Approval of a One-time \$4,000 Stipend to Elizabeth Guerrero for Administrative Preparation Credential Program</p>
6.	<b>NEW BUSINESS</b>
	<p>6.1 <b>INFORMATION ITEM:</b> Presentation by Karen Van Cleave and Sarah Albaugh Regarding District Drug Testing Policy and Information on NARCAN Nasal Spray Packet of information will be given to board members at board meeting</p>
	<p>6.2 <b>INFORMATION ITEM:</b> Presentation by Jill Reed Regarding Mt. Valleys Health Center Providing Mental Health Support for Students and Staff of the Fall River Joint Unified School District</p>
	<p>6.3 Consider for Approval Resolution 1-2023/2024: Designation of the Official Representative and Alternate Representative to the Shasta-Trinity Schools Insurance Group Joint Powers Authority Board of Directors</p>
	<p>6.4 Consider for Approval Declaration of Revised Need for Fully Qualified Educators 2023-2024</p>
	<p>6.5 Consider for Approval Fall River Joint Unified School District – Food Service Department Code of Conduct Policy</p>
	<p>6.6 Consider for Approval the Request to Employ Rosa “Yadira” Contreras Garcia as a Multiple Subject 4<sup>th</sup> Grade Teacher at Fall River Elementary School, on the Basis of a Provisional Internship Permit (PIP)</p>
	<p>6.7 Consider for Approval the Request to Employ Stephanie Rosemeyer as a Multiple Subject 1<sup>th</sup> Grade Teacher at Burney Elementary School, on the Basis of a Provisional</p>

	Internship Permit (PIP)
<b>7.</b>	<b>REPORTS/ANNOUNCEMENTS</b>
<b>8.</b>	<b>FUTURE AGENDA ITEMS</b>
<b>9.</b>	<b>CLOSED SESSION</b> 9.1 Government Code 54956.9: Personnel
<b>10.</b>	<b>RECONVENE TO OPEN SESSION</b>
<b>11.</b>	<b>ADJOURNMENT</b>
<p>Copies of the agenda, complete with backup materials, may be reviewed at the District Office. A schedule of the regular meetings, agenda and minutes can be reviewed on the District's website: <a href="http://www.frjUSD.org">www.frjUSD.org</a></p> <p>REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY  <i>Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in a meeting, may request assistance by contacting the Fall River Joint Unified School District, 20375 Tamarack Ave. Burney, CA 96013; telephone 530-335-4538; fax 530-335-3115</i></p>	

**FALL RIVER JOINT UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING**

DATE: June 21, 2023  
TIME: 6:00 PM

LOCATION: Soldier Mt. High School  
44144 A Street  
McArthur, CA 96056

Google Link:  
[meet.google.com/nky-qvcf-saq](https://meet.google.com/nky-qvcf-saq)

**UNAPPROVED MINUTES**

Individuals wishing to address the Board should register 24 hours prior to the start of the meeting by phone at (530) 335-4538 or by email at [sdavis@frjUSD.org](mailto:sdavis@frjUSD.org).

<b>1.</b>	<b>CALL TO ORDER</b> <u>R. Dougherty</u> @ <u>6:00 PM</u>
<b>2.</b>	<b>ROLL CALL; ESTABLISH A QUORUM; SALUTE FLAG</b> Dougherty: <b>Present</b> Estes: <b>Present</b> Hamilton: <b>Present</b> Hathaway: <b>Present</b> Norris: <b>Present</b> Others:
<b>3.</b>	<b>ADOPT AGENDA</b> <b>Motion to Adopt Agenda</b> <u>J. Hathaway</u> /2 <sup>nd</sup> <u>J. Hamilton</u> <b>Discussion:</b> <b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b>
<b>4.</b>	<b>PUBLIC COMMENT</b> <b>No Public Comment</b>
<b>5.</b>	<b>CONSENT AGENDA</b> <b>Motion to Adopt Consent Agenda by</b> <u>J. Norris</u> /2 <sup>nd</sup> <u>J. Hamilton</u> <b>Discussion:</b> <b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b>
	5.1 Approval of Minutes, June 7, 2023
	5.2 Approval of Personnel Report and actions therein
	5.3 Approval of Governing Board Commercial Warrant Report: # 12 - 2022/2023 <ul style="list-style-type: none"> <li>• \$ 312,898.49 General Fund</li> <li>• \$ 30,879.67 Cafeteria/Food Service Fund</li> </ul>
	5.4 Approval of Consultancy Plans for 2023-2024
	5.5 Approval of Agreement between Sunbelt Staffing, LLC and Fall River Joint Unified School District <ul style="list-style-type: none"> <li>• Term: August 17, 2023 to June 7, 2024</li> </ul>
	5.6 Approval of Williams Uniform Complaint Quarterly Report
	5.7 Approval of the Consolidated Application/Information Plan for the Fall River Joint Unified School District

	<ul style="list-style-type: none"> <li>• Activity Period Covered: July 1, 2019 – September 30, 2022</li> </ul>
	<p>5.8 Approval of Agreement between the American National Red Cross and Fall River Joint Unified School District for Revocable License to Park Trailer on Licensor's Land</p> <ul style="list-style-type: none"> <li>• Start Date: 4/24/2023 End Date: 12/31/2025</li> </ul>
	<p>5.9 Approval of Memorandum of Understanding (MOU) between Fall River Joint Unified School District and Project Share for 2023-2024</p> <ul style="list-style-type: none"> <li>• Term: July 1, 2023 to June 30, 2024</li> </ul>
	<p>5.10 Approval of Facilities Use Agreement between Burney/Fall River Rotary Club and Fall River Joint Unified School District</p>
	<p>5.11 Approval of Disposal of Outdated Electronic Items in District per Ken Wike. Items have zero value</p>
	<p>5.12 Approval of Disposal of Outdated Maintenance Equipment Items in District per Rodd Taylor. Items have zero value</p>
	<p>5.13 Approval to accept the following donations:</p> <ul style="list-style-type: none"> <li>• <b>Burney Elementary School – Total \$240.00</b>  \$120.00 – PG&amp;E Giving Fund  \$120.00 - PG&amp;E Giving Fund</li> <li>• <b>Fall River Elementary School – Total \$1,270.00</b>  \$635.00 – PG&amp;E Giving Fund  \$635.00 - PG&amp;E Giving Fund</li> <li>• <b>Fall River Jr/Sr High School – Total \$630.00</b>  \$315.00 – PG&amp;E Giving Fund  \$315.00 - PG&amp;E Giving Fund</li> </ul>
<b>6.</b>	<b>NEW BUSINESS</b>
	<p>6.1 Consider to Approve Appointing Greg Hawkins as Interim Superintendent for the 2023/2024 School Year – Contract included</p> <p><b>Motion to Approve Appointing Greg Hawkins as Interim Superintendent for the 2023/2023 School Year by <u>J. Hamilton</u> /2<sup>nd</sup> <u>J. Hathaway</u></b></p> <p><b>Discussion:</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>
	<p>6.2 Consider to Approve Appointing Jeanne Utterback as Interim Alternative Education Principal/ Director of Special Projects for the 2023/2024 School Year – Contract included</p> <p><b>Motion to Approve Appointing Jeanne Utterback as Interim Alternative Education Principal/Director of Special Projects for the 2023/2023 School Year by <u>J. Hamilton</u> /2<sup>nd</sup> <u>J. Hathaway</u></b></p> <p><b>Discussion:</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>
	<p>6.3 Consider to Approve Employment Contract between Fall River Joint Unified School District and Rebecca Torgrimson</p> <ul style="list-style-type: none"> <li>• Term: April 1, 2023 and terminate on June 30, 2024</li> </ul> <p><b>Motion to Approve Employment Contract between Fall River Joint Unified School District and Rebecca Torgrimson – Term: April 1, 2023 and terminate on June 30, 2024 by <u>M. Estes</u> /2<sup>nd</sup> <u>J. Norris</u></b></p> <p><b>Discussion:</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>

	<p>6.4 Consider to Approve Revision to Warrant Signature Card for the Fall River Joint Unified School District  <b>Motion to Approve Revision to Warrant Signature Card for the Fall River Joint Unified School District by <u>J. Hamilton</u> /2<sup>nd</sup> <u>M. Estes</u></b></p> <p><b>Discussion:</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>
	<p>6.5 Consider to Approve Bell Schedules for Late Start Days for all Sites in District for the 22/23 School Year  <b>Motion to Approve Bell Schedules for Late Start Days for all Sites in District for the 22/23 School Year by <u>M. Estes</u> /2<sup>nd</sup> <u>J. Hamilton</u></b></p> <p><b>Discussion:</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>
	<p>6.6 Consider to Approve Local Control Accountability Plan (LCAP)  <b>Motion to Approve Local Control Accountability Plan (LCAP) by <u>J. Hamilton</u> /2<sup>nd</sup> <u>J. Norris</u></b></p> <p><b>Discussion:</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>
	<p>6.7 Consider to Approve Supplement to Annual Update for 2021-2022 Local Control Accountability Plan (LCAP)  <b>Motion to Approve Supplement to Annual Update for the 2022-2023 Local Control Accountability Plan (LCAP) by <u>J. Hamilton</u> /2<sup>nd</sup> <u>J. Norris</u></b></p> <p><b>Discussion:</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>
	<p>6.8 Consider to Approve 2022-2023 LCFF Budget Overview for Parents  <b>Motion to Approve 2022/2023 LCFF Budget Overview for Parents by <u>J. Hamilton</u> /2<sup>nd</sup> <u>J. Norris</u></b></p> <p><b>Discussion:</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>
	<p>6.9 Consider to Approve LCAP (ESSA) Federal Addendum  <b>Motion to Approve LCAP (ESSA) Federal Addendum by <u>J. Hamilton</u> /2<sup>nd</sup> <u>J. Norris</u></b></p> <p><b>Discussion:</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>
	<p>6.10 Consider to Approve 2022-2023 Annual Adopted Budget  <b>Motion to Approve 2022-2023 Annual Adopted Budget by <u>J. Hamilton</u> /2<sup>nd</sup> <u>J. Norris</u></b></p> <p><b>Discussion:</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>

	<p>6.11 Consider to Approve Fall River Joint Unified School District’s Reserve Disclosure  <b>Motion to Approve Fall River Joint Unified School District’s Reserve Disclosure by</b>  <u>J. Hamilton</u> /2<sup>nd</sup> <u>J. Norris</u></p> <p><b>Discussion:</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>
	<p>6.12 Consider to Approve the Agreement between Fall River Teacher’s Association (FRTA) and the Fall River Joint Unified School District – Includes Attached Revisions</p> <ul style="list-style-type: none"> <li>• Contract Term: July 1, 2023 to June 30, 2024</li> </ul> <p><b>Motion to Approve Agreement between Fall River Teacher’s Association (FRTA) and the Fall River Joint Unified School District – Contract Term: July 1, 2023 to June 30, 2023 by</b> <u>M. Estes</u> /2<sup>nd</sup> <u>J. Hamilton</u></p> <p><b>Discussion:</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>
	<p>6.13 <b>INFORMATION ITEM:</b> Presentation by Merrill Grant District Board Goals 2022-2023</p> <ul style="list-style-type: none"> <li>• Student Academic Achievement after the Pandemic with Analysis on Attendance, Grades, Testing Metrics, SEL Feedback and Support Mechanisms for Struggling Students</li> </ul> <p><b>M. Grant, Superintendent –</b></p> <ul style="list-style-type: none"> <li>• Start to develop data after 20/21 metrics regarding student growth and support</li> <li>• People need to see the data increase in student support showing improvement in test scores, enrollment, etc.</li> <li>• Needs careful analysis</li> <li>• Lots of resources for students – Need to start seeing improvement</li> </ul> <p><b>C. Knoch, FRE Principal –</b></p> <ul style="list-style-type: none"> <li>• The ELD student services have significantly improved since Katie Grant has taken over the EL program</li> </ul>
7.	<p><b>REPORTS/ANNOUNCEMENTS</b></p> <p><b>C. Knoch, FRE Principal –</b></p> <ul style="list-style-type: none"> <li>• Summer school is currently underway</li> <li>• Project Share is putting on summer school</li> <li>• Bathrooms are being redone at FRE</li> <li>• Playground being painted</li> </ul>
8.	<p><b>FUTURE AGENDA ITEMS</b></p>
9.	<p><b>CLOSED SESSION</b></p> <p><b>Adjournment by</b> <u>R. Dougherty</u> @ <u>6:22 pm</u></p>
10.	<p><b>RECONVENE TO OPEN SESSION</b></p>
11.	<p><b>ADJOURNMENT by</b> <u>R. Dougherty</u> @ <u>7:20 pm</u></p>

Copies of the agenda, complete with backup materials, may be reviewed at the District Office. A schedule of regular meetings, agendas and minutes can be reviewed on the District's website: [www.frjUSD.org](http://www.frjUSD.org)  
**REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY**  
*Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in a meeting, may request assistance by contacting the Fall River Joint Unified School District, 20375 Tamarack Ave. Burney, CA 96013; telephone 530-335-4538; fax 530-335-3115*

August 9, 2023

Respectfully submitted,

Adopted and ordered entered into the records of  
the proceedings of the District.

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Superintendent

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Clerk of the Board

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Date



**FALL RIVER JOINT UNIFIED SCHOOL DISTRICT  
PERSONNEL REPORT NUMBER 1 ~ 2023/2024**

Wednesday, August 9, 2023

**CERTIFICATED**

**Effective Date**

Casy Cann-Figel	Hired as 1 FTE Teacher at Burney Community Day School ~ Replacing David Rose.	8/14/2023
Ubaldo "Ivan" Coronado	Hired as 1 FTE Spanish Teacher at Fall River Jr. Sr. High School ~ Replacing Rafael Sevilla. (STSP)	8/14/2023
Raul Figuero Tamayo	Hired as 1 FTE Teacher at Fall River Elementary School ~ Replacing Megan Gallion. (INTERN)	8/14/2023
Megan Gallion	Resigned as 1 FTE Teacher at Fall River Elementary School.	6/12/2023
Kaylynn Harper	Hired as 1 FTE Teacher at Burney Elementary School ~ Replacing Christine Roeschlau.	8/14/2023
David Rose	Transferring from 1 FTE Teacher at Burney Community Day School to 1 FTE Spanish Teacher at Burney Jr. Sr. High School ~ Replacing Ernesto Rodriguez.	8/14/2023
Stephanie Rosemeyer	Resigned as 1 3.5 Hr Paraprofessional at Burney Elementary School.	6/12/2023
	Hired as 1 Temporary FTE Teacher at Burney Elementary School ~ Replacing Marcie Johnson. (PIP)	8/14/2023
Jordan Williams	Hired as 1 FTE Science Teacher at Fall River Jr. Sr. High School ~ Replacing Alexandra Anderson. (STSP)	8/14/2023
Rosa "Yadira" Contreras Garcia	Hired as 1 FTE Teacher at Fall River Elementary School ~ Replacing Tess Dobson. (PIP)	8/14/2023

**CLASSIFIED**

John Betz	Change in Job Title from 1 FTE Mechanic to 1 FTE Master Mechanic at the McArthur Bus Garage ~ Replacing Larry Betz.	9/7/2023
Larry Betz	Retiring as a 1 FTE Master Mechanic at the McArthur Bus Garage. Requesting participation in the District Retirement Benefit Plan.	9/7/2023
Jason Bolick	Hired as 1 FTE Night Custodian at Burney Jr. Sr. High School ~ Replacing Kurt Huntrods.	7/24/2023

**FALL RIVER JOINT UNIFIED SCHOOL DISTRICT  
PERSONNEL REPORT NUMBER 1 ~ 2023/2024**

Wednesday, August 9, 2023

Amanda Hawkins	Change in Job Title from a 6.0 Hour Paraprofessional at Fall River Elementary School to a 6.0 Hour Girls PE Paraprofessional at Fall River Jr. Sr. High School ~ Replacing Stephanie Ogden & Robin Schneider.	8/15/2023
Cherie Kunkel	Resigned as 1 33.75 Hr Per Week Intensive Behavior Interventionist at the Mt. Burney Center. Requested placement on the Classified Sub List.	6/12/2023
Christa Rose	Hired as 1 6.0 Hr Café Worker at Burney Jr. Sr. High School ~ Replacing Carla Scruggs.	8/15/2023
Heather Sanchez	Change in Job Title from a 6.0 Hr Paraprofessional at Burney Jr. Sr. High School to a 7.5 Hr Café Worker at Burney Jr. Sr. High School ~ Replacing Juana Avila.	8/15/2023

**COACHING, EXTRA DUTY, & SUBSTITUTE ASSIGNMENTS:**

**COACHING & EXTRA DUTY ~ Please see the following pages.**

Frank Rose – Classified Substitute - Custodial

**Fall River Joint Unified School District  
PERSONNEL REPORT NUMBER 1 – 2023/2024  
Wednesday, August 9, 2023**

**COACHING / EXTRA DUTY STIPEND ASSIGNMENTS 23-24 SY**

**BURNEY JR. SR. HIGH SCHOOL**

<b>SPORT / EXTRA DUTY</b>	<b>NAME</b>	<b>STIPEND / VOLUNTEER</b>
Football Head Coach	Jedediah Tate	Stipend
Football Asst. Coach	Michael von Schalscha	Stipend
Football Asst. Coach	Jim Kolek	Stipend
Cheer Advisor	Cheyenne Alcaraz	Stipend
Volleyball Varsity Head Coach	Johanna Crabtree	Stipend
Volleyball JV Coach	Mollie Witzel	Stipend
Basketball Head Coach-Boys	Tanner Guinn	Stipend
Basketball Head Coach-Girls	Maria Perez	Stipend
Basketball JV Boys	Lamont Maldonado	Stipend
Basketball JV Girls	Tara Peckham	Stipend
Baseball	Michael Young	Stipend
Softball	Aristeo Perez	Stipend
Track & Field	Amanda Tate & Tom Weber	Stipend (50% Each)
Cross Country	Amanda Tate	Stipend
Wrestling	Michael Young	Stipend
Jr High Boys Basketball	Kevin Bower	Stipend
Jr High Girls Basketball	Maria Perez	Stipend
Jr High Volleyball	Vanessa Espinosa	Stipend
Activities Director	Melissa Madden	Stipend
Senior Project Advisor	Melissa Madden	Stipend
Pep Band	Peter Finney	Stipend
Yearbook	Jann Adcock	Stipend

**BURNEY ELEMENTARY SCHOOL**

<b>EXTRA DUTY</b>	<b>NAME</b>	<b>STIPEND OR VOLUNTEER</b>
Yearbook	Tara Aderman	Stipend
Sixth Grade Camp Advisor	Jessica Fields	Stipend

**FALL RIVER JR. SR. HIGH SCHOOL**

<b>SPORT / EXTRA DUTY</b>	<b>NAME</b>	<b>STIPEND OR VOLUNTEER</b>
Athletic Director	Laura Lakey	Stipend
Football Head Coach	Wesley Wadsworth	Stipend
Football Asst. Coach	Jon Neugebauer	Stipend
Football Asst. Coach	Steve Hubauer	Stipend
Football Asst. Coach	Todd Sloat	Stipend
Volleyball Varsity Head Coach	Jordan Williams	Stipend
Volleyball Asst. Coach	Molly Humphreys	Volunteer
Volleyball JV Coach	Joanna Collins	Stipend
Basketball Head Coach-Boys	Scott Gallion	Stipend
Basketball Head Coach-Girls	Tarron Corder	Stipend
Basketball JV Boys	Isaiah Maldonado	Stipend
Basketball JV Girls	Austin Reynolds	Stipend
Baseball	Jeff Earnest	Stipend
Softball	Chris Cordova	Stipend
Soccer	Megan Young	Stipend
Track & Field	Wes Wadsworth	Stipend
Cross Country	Rodd Taylor	Stipend
Golf	Walt Oilar	Stipend
Wrestling	Dale Kroschel	Stipend
Jr High Girls Basketball	Kathy Jones	Stipend
Jr High Volleyball	Lindsay Van Staaveren	Stipend

Activities Director	Rick Neugebauer	Stipend
Drama Instructor	Peter Finney	Stipend
Senior Project Advisor	Kenneth Howes	Stipend
Pep Band	Peter Finney	Stipend
FFA	Rick Neugebauer & Ellen Van Noy	Stipend (50% Each)
Yearbook	Fiona Hickey	

**FALL RIVER ELEMENTARY SCHOOL**

<b>EXTRA DUTY</b>	<b>NAME</b>	<b>STIPEND OR VOLUNTEER</b>
Yearbook	Nicole Venegas	Stipend
Sixth Grade Camp Advisors	Amber Joiner & Lindsay Van Staaveren	Stipend (50% Each)

FALL RIVER JOINT UNIFIED SCHOOL DISTRICT

TO: Board of Trustees  
FROM: Teresea Spooner  
DATE: August 2, 2023

SUBJECT: ***Approval: Governing Board Commercial Warrants***

Commercial Warrant Report No. 1 (2022/23 & 2023/24) is being submitted for your review and approval (supporting information will be available for the Board at the meeting).

Commercial Warrants

\$	712,996.10	(General Fund)
\$	7,780.52	(Cafeteria Fund)
\$	30,891.00	(Capital Facilities Fund)

**RECOMMENDATION**

It is recommended that the Board take action to approve Commercial Warrant Report No. 1 (2022/23 & 2023/24) as prepared and submitted by the Business Office.

## Checks Dated 06/14/2023 through 08/02/2023

Check Number	Check Date	Pay to the Order of	Check Amount
9010964078	06/20/2023	ASBURY ENVIRONMENTAL SERVICES	95.00
9010964079	06/20/2023	ASSOC CA SCHOOL ADMIN	1,020.32
9010964080	06/20/2023	BARNES AND NOBLE	1,292.16
9010964081	06/20/2023	BURNEY RAIDERS BOOSTERS	5,025.33
9010964082	06/20/2023	C & K MARKET INC	1,205.50
9010964083	06/20/2023	CALIFORNIA SAFETY COMPANY INC	960.00
9010964084	06/20/2023	CONSOLIDATED ELECTRICAL	228.60
9010964085	06/20/2023	CROSS PETROLEUM	3,198.99
9010964086	06/20/2023	DAKTRONICS INC	5,723.62
9010964087	06/20/2023	DEPARTMENT OF JUSTICE	81.00
9010964088	06/20/2023	DOERRER, CYDNEY C	28.60
9010964089	06/20/2023	ERNESTO RODRIGUEZ	450.00
9010964090	06/20/2023	FALL RIVER JUSD (BROS)	22.50
9010964091	06/20/2023	FIONA HICKEY	319.61
9010964092	06/20/2023	FREELAND-SLOAT, KELLY C	220.74
9010964093	06/20/2023	FRONTIER	722.04
9010964094	06/20/2023	GEPETTOS PIZZA	294.71
9010964095	06/20/2023	HOVIS HARDWARE INC	830.07
9010964096	06/20/2023	LES SCHWAB TIRE CENTER	180.83
9010964097	06/20/2023	MCI	18.66
9010964098	06/20/2023	MCQUADE, PATRICIA	217.52
9010964099	06/20/2023	MODOC COUNTY CLERK	1,156.16
9010964100	06/20/2023	MORTON, CATHERINE	63.42
9010964101	06/20/2023	ODP BUSINESS SOLUTIONS LLC	1,810.79
9010964102	06/20/2023	PACE SUPPLY CORP	22.14
9010964103	06/20/2023	PACIFIC GAS AND ELECTRIC	333.04
9010964104	06/20/2023	PACKWAY MATERIALS INC	275.91
9010964105	06/20/2023	PELLEGRINO, JUNE E	84.72
9010964106	06/20/2023	PESI INC	399.98
9010964107	06/20/2023	QUILL CORPORATION	50.41
9010964108	06/20/2023	SUSAN B CABRERA	9,309.00
9010964109	06/20/2023	SYSCO FOOD SERV OF SACRAMENTO	948.06
9010964110	06/20/2023	TORGRIMSON, REBECCA E	232.33
9010964111	06/20/2023	TPx COMMUNICATIONS	2,137.80
9010964112	06/20/2023	VALLEY MOTOR PARTS	25.46
9010964479	06/22/2023	ADERMAN, TARA L	325.00
9010964480	06/22/2023	AT & T MOBILITY	86.48
9010964481	06/22/2023	BEYER, BRENT C	355.00
9010964482	06/22/2023	CALIFORNIA SAFETY COMPANY INC	5,174.15
9010964483	06/22/2023	COLLEGE BOARD	2,152.00
9010964484	06/22/2023	ED STAUB AND SONS	3,271.80
9010964485	06/22/2023	FASTRAK	7.00
9010964486	06/22/2023	FASTRAK	7.00
9010964487	06/22/2023	FINNEY, PETER A	495.18
9010964488	06/22/2023	FP MAILING SOLUTIONS	183.93
9010964489	06/22/2023	HARPER, ERICA D	22.27
9010964490	06/22/2023	HICKEY, FIONA B	137.55
9010964491	06/22/2023	HOME DEPOT CREDIT SERV DEPT 32-2502372968	7,077.23
9010964492	06/22/2023	JOHN E THOMPSON	966.79

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Checks Dated 06/14/2023 through 08/02/2023

Check Number	Check Date	Pay to the Order of	Check Amount
9010964493	06/22/2023	JOSTENS INC	757.35
9010964494	06/22/2023	KNOCH, CHRISTINE	82.53
9010964495	06/22/2023	LOZANO SMITH LLP	1,875.00
9010964496	06/22/2023	MOUNTAIN MOTOR PARTS	35.38
9010964497	06/22/2023	NORCAL FOOD EQUIPMENT INC	328.43
9010964498	06/22/2023	NORMAC INC	96.74
9010964499	06/22/2023	ODP BUSINESS SOLUTIONS LLC	903.09
9010964500	06/22/2023	PACIFIC GAS AND ELECTRIC	25.21
9010964501	06/22/2023	QUILL CORPORATION	225.85
9010964502	06/22/2023	RIDDELL	1,293.75
9010964503	06/22/2023	SAFEWAY INC	1,121.67
9010964504	06/22/2023	SCHOOL SERVICES OF CA	295.00
9010964505	06/22/2023	SHASTA WELDING SUPPLY INC	8,113.11
9010964506	06/22/2023	STEVEN HUBAUER	1,219.48
9010964507	06/22/2023	STROUPS POWER EQUIPMENT INC	107.23
9010964508	06/22/2023	UBEO BUSINESS SERVICES	5,400.04
9010964509	06/22/2023	US BANK	1,021.98
9010964510	06/22/2023	WAXIE SANITARY SUPPLY	179.49
9010965399	06/29/2023	FASTRAK	7.00
9010965400	06/29/2023	HICKEY, FIONA B	381.00
9010965401	06/29/2023	SHASTA WELDING SUPPLY INC	344.83
9010965402	06/29/2023	STANDARD INSURANCE COMPANY	1,357.79
9010965403	06/29/2023	TERESE SPOONER REV CASH	267.00
9010965404	06/29/2023	TSACG	18,280.00
9010965405	06/29/2023	US OMNI & TSACG COMP SERV	69.56
9010965406	06/29/2023	WADSWORTH, WESLEY T	109.71
9010965736	07/06/2023	CALIFORNIA SAFETY COMPANY INC	960.00
9010965737	07/06/2023	CARE SOLACE	3,000.00
9010965738	07/06/2023	NCSIG	185,100.00
9010965739	07/06/2023	SACHI TECH	3,750.00
9010965740	07/06/2023	SCHOOL INNOV & ACHIEVEMENT	6,200.00
9010965741	07/06/2023	SISC	183,788.90
9010965742	07/06/2023	SSDA	1,575.00
9010965743	07/06/2023	STANDARD INSURANCE COMPANY	1,241.17
9010965744	07/06/2023	ALCO BUILDING SOLUTIONS INC	7,890.00
9010965745	07/06/2023	ASBURY ENVIRONMENTAL SERVICES	402.22
9010965746	07/06/2023	EICHELBERGER, JENNIFER E	417.24
9010965747	07/06/2023	FREIGHTLINER INC	74.80
9010965748	07/06/2023	FRONTIER	2,091.77
9010965749	07/06/2023	LASSEN AIR & REFRIGERATION SRV	250.00
9010965750	07/06/2023	MCQUADE, PATRICIA	1,141.89
9010965751	07/06/2023	MOUNTAIN MOTOR PARTS	93.84
9010965752	07/06/2023	ODP BUSINESS SOLUTIONS LLC	481.92
9010965753	07/06/2023	PACIFIC GAS AND ELECTRIC	7,229.41
9010965754	07/06/2023	PAINT MARTS	361.66
9010965755	07/06/2023	PELLEGRINO, JUNE E	97.46
9010965756	07/06/2023	SCHECHLA, CARLA	29.73
9010965757	07/06/2023	SHASTA COUNTY OFFICE OF EDUC	5,139.29
9010965758	07/06/2023	STILES LLC TYSON STENLUND	556.25

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## Checks Dated 06/14/2023 through 08/02/2023

Check Number	Check Date	Pay to the Order of	Check Amount
9010965759	07/06/2023	TELEMED2U	10,900.00
9010965760	07/06/2023	VALLEY MOTOR PARTS	137.24
9010965761	07/06/2023	WAXIE SANITARY SUPPLY	648.82
9010966085	07/11/2023	CA DEPT TAX & FEE ADMIN SALES & USE TAX	618.00
9010966086	07/11/2023	DANIELSEN COMPANY	8,344.39
9010966087	07/11/2023	ED STAUB AND SONS	2,335.46
9010966088	07/11/2023	FALL RIVER SOLAR LLC	15,413.10
9010966089	07/11/2023	FALL RIVER VALLEY CSD	5,547.71
9010966090	07/11/2023	FRONTIER	808.26
9010966091	07/11/2023	GRAINGER INC	164.33
9010966092	07/11/2023	HOVIS HARDWARE INC	870.95
9010966093	07/11/2023	JOSTENS INC	673.57
9010966094	07/11/2023	K & K DISTRIBUTING	657.62
9010966095	07/11/2023	MCARTHUR FARM SUPPLY	6.77
9010966096	07/11/2023	NORTH VALLEY DISTRIBUTING	205.24
9010966097	07/11/2023	PACKWAY MATERIALS INC	600.64
9010966098	07/11/2023	PYRAMID EDUC CONSULTANTS INC	1,287.00
9010966099	07/11/2023	SYSCO FOOD SERV OF SACRAMENTO	2,322.51
9010966100	07/11/2023	VALLEY HARDWARE	367.12
9010966422	07/13/2023	BURNEY WATER DISTRICT	3,371.07
9010966423	07/13/2023	INTERMOUNTAIN CARPET CLEANING	6,040.00
9010966424	07/13/2023	KAREN VANCLEAVE	2,560.00
9010966425	07/13/2023	MCI	18.69
9010966426	07/13/2023	SEQUOIA FLORAL INTL	1,736.40
9010966427	07/13/2023	TPx COMMUNICATIONS	2,620.09
9010966428	07/13/2023	ALSCO	80.14
9010966429	07/13/2023	CINTAS	106.30
9010966430	07/13/2023	DANIELSEN COMPANY	1,631.39
9010966431	07/13/2023	FREIGHTLINER INC	19.37
9010966432	07/13/2023	K & K DISTRIBUTING	2,006.48
9010966433	07/13/2023	LAKEY, LAURA J	2,100.00
9010966434	07/13/2023	PACIFIC GAS AND ELECTRIC	276.73
9010966435	07/13/2023	SUNBELT STAFFING LLC	921.50
9010966436	07/13/2023	WASTE MANAGEMENT INC	5,384.94
9010966437	07/13/2023	CSBA C/O WEST AMERICA BANK	13,106.00
9010966438	07/13/2023	EDDIE ERICKSON PHOTOGRAPHY	105.00
9010966439	07/13/2023	FRONTIER	674.88
9010966440	07/13/2023	GOTO TECHNOLOGIES USA INC	1,320.00
9010966441	07/13/2023	HORTON MCNULTY & SAETURN LLP	4,210.00
9010966442	07/13/2023	K & K DISTRIBUTING	120.00
9010966443	07/13/2023	NICOLET GLASS CENTER	406.14
9010966444	07/13/2023	PAINT MARTS	428.98
9010966445	07/13/2023	QUILL CORPORATION	46.79
9010966446	07/13/2023	WAXIE SANITARY SUPPLY	750.58
9010966900	07/18/2023	C & K MARKET INC	293.45
9010966901	07/18/2023	TERESEA SPOONER REV CASH	698.82
9010966902	07/18/2023	ANDERS, FORREST D	120.28
9010966903	07/18/2023	CDW GOVERNMENT INC	5,445.04
9010966904	07/18/2023	FOOTHILL FIRE PROTECTION INC	3,265.31

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## Checks Dated 06/14/2023 through 08/02/2023

Check Number	Check Date	Pay to the Order of	Check Amount
9010966905	07/18/2023	FRONTIER	104.18
9010966906	07/18/2023	HIWAY GARAGE INC	60.00
9010966907	07/18/2023	KIMBALL MIDWEST	126.56
9010966908	07/18/2023	NICOLET GLASS CENTER	416.95
9010966909	07/18/2023	ODP BUSINESS SOLUTIONS LLC	62.12
9010966910	07/18/2023	RIDDELL, DEANNA L	22.51
9010966911	07/18/2023	TEHAMA TIRE SERVICE INC	499.71
9010966912	07/18/2023	VALLEY MOTOR PARTS	40.73
9010966913	07/18/2023	BIG VALLEY SANITATION INC	324.00
9010966914	07/18/2023	CA DEPT OF TAX & FEE ADMIN MOTOR CARRIER OFFICE	137.15
9010966915	07/18/2023	DEPARTMENT OF JUSTICE	177.00
9010966916	07/18/2023	HIWAY GARAGE INC	1,056.98
9010966917	07/18/2023	ROAD AMERICA INC	406.49
9010966918	07/18/2023	STROUPS POWER EQUIPMENT INC	67.39
9010966919	07/18/2023	TEHAMA TIRE SERVICE INC	347.45
9010967495	07/25/2023	GREAT ESCAPE TRAVEL	700.00
9010967496	07/25/2023	WIKE, LORINDA L	43.20
9010967497	07/25/2023	AT & T MOBILITY	86.48
9010967498	07/25/2023	CLAYTONS TOWING	1,187.50
9010967499	07/25/2023	ED STAUB AND SONS	1,463.41
9010967500	07/25/2023	FOOTHILL FIRE PROTECTION INC	1,593.31
9010967501	07/25/2023	HOME DEPOT CREDIT SERV DEPT 32-2502372968	1,576.63
9010967502	07/25/2023	UBEO BUSINESS SERVICES	5,400.04
9010967503	07/25/2023	HOME DEPOT CREDIT SERV DEPT 32-2502372968	2,258.22
9010967504	07/25/2023	FAS TRAK	7.00
9010967505	07/25/2023	FAS TRAK	7.00
9010967506	07/25/2023	LOZANO SMITH LLP	2,300.00
9010967507	07/25/2023	PACIFIC GAS AND ELECTRIC	33.77
9010967508	07/25/2023	SAFEWAY INC	615.60
9010967509	07/25/2023	UBEO BUSINESS SERVICES	7,454.10
9010967510	07/25/2023	US BANK	118.88
9010967844	07/27/2023	SAN JOAQUIN CO OFFICE OF ED	800.00
9010967845	07/27/2023	VALLEY MOTOR PARTS	245.61
9010967846	07/27/2023	WALGAMUTH PAINTING INC	19,970.00
9010967847	07/27/2023	FAS TRAK	7.00
9010967848	07/27/2023	KNN PUBLIC FINANCE	3,075.00
9010967849	07/27/2023	REDWOOD TOXICOLOGY LAB INC	32.97
9010967850	07/27/2023	SAFEWAY INC	79.34
9010967851	07/27/2023	US OMNI & TSACG COMP SERV	67.68
9010967852	07/27/2023	EICHELBERGER, JENNIFER E	110.04
9010967853	07/27/2023	FREIGHTLINER INC	135.99
9010967854	07/27/2023	GRAINGER INC	159.43
9010967855	07/27/2023	HANES FLOOR INC	30,891.00
9010967856	07/27/2023	HEARTLAND PAYMENT SYSTEMS LLC	3,850.00
9010967857	07/27/2023	HIWAY GARAGE INC	68.00
9010967858	07/27/2023	HOUGHTON MIFFLIN	11,062.31
9010967859	07/27/2023	IMAGINE LEARNING	10,536.25
9010967860	07/27/2023	METALS DIRECT INC	2,235.97
9010967861	07/27/2023	MOUNTAIN MOTOR PARTS	219.05

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Checks Dated 06/14/2023 through 08/02/2023

Check Number	Check Date	Pay to the Order of	Check Amount
9010967862	07/27/2023	NICOLET GLASS CENTER	485.96
9010967863	07/27/2023	ODP BUSINESS SOLUTIONS LLC	599.79
9010967864	07/27/2023	PACE SUPPLY CORP	173.98
9010967865	07/27/2023	PAINT MARTS	195.62
9010967866	07/27/2023	PEMBERTON, TODD G	299.00
9010967867	07/27/2023	RIVERSIDE INSIGHTS	160.66
9010967868	07/27/2023	TAYLOR, RODD A	225.20
9010967869	07/27/2023	TOTAL COMPENSATION SYSTEMS INC	2,610.00
9010967870	07/27/2023	TSACG	2,245.00
9010967871	07/27/2023	VALLEY MOTOR PARTS	81.14
9010967872	07/27/2023	WAXIE SANITARY SUPPLY	5,561.00
<b>Total Number of Checks</b>			<b>207</b>
			<b>751,667.62</b>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General	202	712,996.10
13	CafeFoodSvc	7	7,780.52
25	CapitalFacilities	1	30,891.00
Total Number of Checks		<b>207</b>	751,667.62
Less Unpaid Tax Liability			.00
<b>Net (Check Amount)</b>			<b>751,667.62</b>

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**RESPONSIVE  
RELATIONAL  
RURAL**

## MEMORANDUM OF UNDERSTANDING

### I. General

This Memorandum of Understanding (MOU) is between the **Tehama County Department of Education**, serving as the Local Education Agency ("LEA") for the **Tehama County Department of Education Teacher Induction Program/Career Technical Education (CTE) Program** ("PROGRAM"), and the **county office of education, district, employing agency, or independent charter school** ("DISTRICT") signing below. Throughout the MOU, new teachers are referred to as "Candidates" and veteran teachers are referred to as "Mentors." The term of this MOU commences on **July 1, 2023**, and terminates on **June 30, 2024**.

### II. Purpose

The purpose of the MOU is to establish a formal working relationship between the DISTRICT, LEA, and the PROGRAM. The PROGRAM will provide and coordinate services and support to guide Candidates in meeting California credential requirements through the state-accredited Teacher Induction Credential Programs: General Education Clear Credential Program, Education Specialist Clear Credential Program, and the Designated Subjects Career Technical Education Preliminary and Clear Credential Programs.

### III. Eligibility

Eligible Candidates are those hired within the following credential and program categories:

- **Preliminary Credential Program:** Designated Subjects (CTE) Candidates who meet the industry experience and pre-requisite CCTC requirements
- **Clear Credential Program:** Candidates holding preliminary Multiple Subject, Single Subject, or Education Specialist Credential, Out of State and Out of Country trained teachers, and Designated Subjects (CTE) Candidates

### IV. LEA and PROGRAM Responsibilities

1. Establish a program model in alignment with California Teacher Induction Standards to ensure PROGRAM accreditation status through the California Commission on Teacher Credentialing (CCTC) Accreditation System.
2. Submit accreditation reports and fees as required by CCTC.
3. Employ a PROGRAM Administrator whose primary duty is to administer the PROGRAM and employ Support Staff.

*Processed: 7/26/23*

4. Provide office support services for the PROGRAM, including, but not limited to, mail service, phone, fax, internet services, technology support, and meeting space for PROGRAM activities.
5. Provide sufficient and appropriate workspace for the PROGRAM Administrator and PROGRAM Support Staff.
6. Provide business and legal services required for PROGRAM implementation.
7. Provide a process for equitable distribution of support, formative assessment, and credential services to Candidates and Mentors in all participating DISTRICTS within the region.
8. Provide optional professional development for Candidates and Mentors.
9. Employ Coaches whose primary duty is to support Mentors and Candidates in meeting PROGRAM requirements.
10. Develop and provide ongoing training and support for Mentors.
11. Advise Candidates of an Early Completion Option for "experienced and exceptional" candidates.
12. Arrange for and monitor California State University, Chico, and Simpson University Continuing Education Units for Candidates and Mentors.
13. Submit Clear Credential recommendations to the CCTC for Candidates who have successfully completed the requirements of the PROGRAM.
14. Inform Candidates of the completion of requirements for the Clear General Education Credentials (Multiple and/or Single Subject), Preliminary and Clear Designated Subjects Career Technical Education Credentials, and/or Clear Education Specialist Credentials.
15. Inform the DISTRICT of the Candidate's and Mentor's progress toward completion of PROGRAM requirements.
16. Convene PROGRAM Regional Advisory Council meetings a minimum of two times per year and Leadership Team meetings a minimum of two times per year to engage stakeholders in the decision-making process and to support the continuous improvement of services provided to Mentors and Candidates.
17. Administer Mid-Year and End-of-Year surveys to Site Administrators, Mentors, and Candidates for the purpose of PROGRAM evaluation.
18. Assume overall fiscal responsibility for the administration of the PROGRAM budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or California Department of Education (CDE).
19. In the event of program closure, TCDE will offer a teach-out plan, which includes individual transition plans for each Candidate, as well as a plan for Candidates to access their student records.

## **V. DISTRICT Responsibilities**

1. Appoint a DISTRICT Coordinator whose assignment includes dedicated time to fulfill the DISTRICT Coordinator's roles and responsibilities.
2. Upon hire, identify and enroll all Candidates who are eligible for PROGRAM services, as described by state guidelines
3. Communicate to all site administrators the need to support program participants through program work and employer input in the Candidates' development of an Individual Learning Plan (ILP) within 60 days of hire, through collaborative goal-

- setting meetings at the start of each inquiry and through a mid-year check-in meeting.
4. Employer will Provide Candidates and Mentors release time (at the expense of the DISTRICT) to support participants in formal and informal observations (a minimum of one per semester) and/or observations of colleagues. Employer understands that the ILP is used to guide professional development and not for the purpose of teacher evaluation or employment decisions.
  5. Make every effort to assign Candidates to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites, and multiple adjunct duties.
  6. Provide newly-hired teachers with a DISTRICT Orientation.
  7. Assign a qualified Mentor to each eligible Candidate within 30 days of the Candidate's enrollment in the PROGRAM.
  8. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, interpersonal and communication skills and:
    - a. Hold a Clear Credential which is a match to that of the Credential Candidate (exceptions may be made for Career Technical Education).
    - b. Have 3 or more years of effective teaching experience.
    - c. Display best practices in providing "just-in-time" (as needed) and longer-term analysis of teaching practice to help candidates develop enduring professional skills
    - d. Are committed to attend coaching/Mentor trainings, meetings and to meet weekly with Candidates
    - e. Have the ability, willingness, and flexibility to meet the Candidate's needs for support.
    - f. Display willingness to work collaboratively with colleagues and regional TTIP staff
    - g. Embrace a positive attitude and disposition towards students and teaching
    - h. Develop a sustained and thoughtful collegial relationship with Candidates
    - i. Demonstrate leadership skills, curriculum expertise, and knowledge of district resources
    - j. Serve as a role model for the teaching profession
  9. Assure the PROGRAM that the Mentor assigned to the candidate does not have any supervisory role or responsibilities over the Candidate they are assigned to mentor.
  10. Provide Mentors compensated time to participate in the PROGRAM Mentor training on observation protocol, learning focused conversations, "just-in-time" coaching and one-to-one consultations with Candidates(s)
  11. The District Coordinator will communicate PROGRAM requirements and Expectations of Site Administrators to Site Administrators with Candidates enrolled in the PROGRAM.
  12. Notify PROGRAM staff within 10 business days of any changes in the employment status, leaves of absence, or changes in teaching assignment of the enrolled Candidate(s) and Mentor(s).
  13. Notify PROGRAM staff of a need for a Mentor reassignment.

14. Notify PROGRAM staff of any Candidate who discontinues PROGRAM participation (Table C: 2023-2024 Refund Schedule).
15. Participate in PROGRAM evaluation by providing feedback via the Site Administrator Mid-Year and End-of-Year surveys.
16. Participate in the CCTC Accreditation Cycle (Site Review interviews, etc.) as needed.
17. DISTRICT appoints a minimum of one liaison to serve on the PROGRAM'S Regional Advisory Council. The liaison(s) should be a designee authorized by the DISTRICT to fulfill the roles and responsibilities assigned to him or her. The liaison supports the PROGRAM by providing ongoing updates, communication, and information to and from the DISTRICT.
18. The DISTRICT will assume financial responsibility of all PROGRAM Fees for each Candidate enrolled in the PROGRAM. Refer to Table A: 2023-2024 Fee Schedule.
19. The PROGRAM may provide a refund to the DISTRICT in the event that a Candidate discontinues PROGRAM participation. Refer to Table C: 2023-2024 Refund Schedule.

## **VI. Non-Discrimination Clause**

Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex or sexual orientation in accordance with all applicable Federal and State laws and regulations. TCDE and DISTRICT agree to make all personnel decisions without unlawful discrimination, including decisions regarding the admission, retention or graduation of students, and decisions regarding the employment, retention or promotion of employees.

Each party hereto agrees to hold harmless and to indemnify the other party, its officers and employees, against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the negligence, willful misconduct or omission of the party which committed the act, and while acting under the terms and conditions of the Agreement. Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees. Both parties, as certified by the signatures below, agree to the provisions of this Agreement:

**VII. Program Participation Options \*\*MUST SELECT AN OPTION\*\***

The DISTRICT will select one of the following options (check next to either Option A or Option B). Both options require full participation in the Tehama Teacher Induction Program (TTIP) by all participants. Billing will occur in November.

Option A: TTIP Pays Mentor (see fee schedule)

Option B: The DISTRICT pays mentor (see fee schedule)

  
\_\_\_\_\_  
RICHARD DUVARNEY, Superintendent  
Tehama County Department of Education

5-9-23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent/Clerk/Authorized Agent

Greg F. Hawkins  
\_\_\_\_\_  
Print Name

Fall River Jt. Unified S.D  
\_\_\_\_\_  
District Name

7/11/23  
\_\_\_\_\_  
Date



<p align="center"><b>2023-2024 Fee Schedule</b></p>	<p align="center"><b>Option A</b> TTIP Pays Mentor (includes \$1,700 mentor stipend)</p>	<p align="center"><b>Option B</b> District Pays Mentor</p>
<p><b>Clear Credential Program</b></p> <ul style="list-style-type: none"> <li>Includes enrollment of one Candidate in one or more of the following programs: Clear Multiple Subject Credential, Clear Single Subject Credential, and Clear Education Specialist Credential, or</li> <li>Includes enrollment of one Candidate in the Clear Designated Subjects (CTE) credential program</li> </ul>	<p><b>Enrollment fee before</b> 9-2-23: \$4,200</p> <p><b>Enrollment fee after</b> 9-3-23: \$4,400</p>	<p><b>Enrollment fee before</b> 9-2-23: \$2,500</p> <p><b>Enrollment fee after</b> 9-3-23: \$2,700</p>
<p><b>Dual Credential Program</b></p> <ul style="list-style-type: none"> <li>Includes enrollment of one Candidate in one or more of the following programs: Clear Multiple Subject Credential, Clear Single Subject Credential, or Clear Education Specialist Credential, and a concurrent enrollment in a Clear Designated Subjects (CTE) credential program</li> </ul>	<p align="center">\$4,450 per year</p>	<p align="center">\$2,750 per year</p>
<p><b>Early Completion Option Program</b></p> <ul style="list-style-type: none"> <li>The Candidate must be an experienced and exceptional teacher, and must meet the program criteria to gain admission in the Early Completion Option (ECO) Program</li> </ul>	<p align="center">\$4,450 per year</p>	<p align="center">\$2,750 per year</p>
<p><b>Preliminary Credential Program - Designated Subjects (CTE)</b></p> <ul style="list-style-type: none"> <li>Includes support with the completion and submission of form 41-4</li> <li>Includes appraisal of requirements for the preliminary and clear credentials</li> </ul>	<p align="center"><b>\$250 one-time fee</b></p>	

<p><b>Second Clear Credential Program - Designated Subjects (CTE)</b></p> <ul style="list-style-type: none"> <li>• Includes enrollment of one Candidate in a self-paced independent study Designated Subjects (CTE) Program</li> <li>• The Candidate must hold a Clear General Education or Clear Education Specialist Credential</li> </ul>	<p><b>\$750 one-time fee</b></p>
<p><b>Extended Year Credential Program</b></p> <ul style="list-style-type: none"> <li>• If the Candidate goes beyond the two-year program due to lack of progress or missing requirements, an additional fee of \$1000 per year, per Candidate will be applied. Additional yearly fees may apply if a Mentor is assigned to support the Candidate beyond the two-year program. Additional fees will be based on the length of mentoring recommended to support program completion.</li> </ul>	<p><b>\$1000 per year</b></p> <p><b>Mentor Stipend Fee (if needed): \$1,700 per year</b></p>

<b>2023-2024 Refund Schedule</b>	
Date PROGRAM receives written notice from DISTRICT that a candidate and Mentor will not be participating in the Program	Amount of Refund
April 15 – August 31	100% of Program Fee
September 1 – September 30	75% of Program Fee
October 1 – October 31	50% of Program Fee
November 1 – November 30	25% of Program Fee
December 1 – June 30	No refund

Policies and Procedures

- TCDE Record Retention Policy
- Records Request
- Grievance Policy and Form
- Complaints Concerning Department Employees
- Uniform Complaint Procedures
- Induction Program Preconditions and Standards
- Preconditions for Designated Subjects
- General Institutional Preconditions

**Eddie Erickson Photography**  
37282 Ponderosa Ave., Burney, CA 96013  
530.604.9601 or 530.335.4914  
[edderickson@gmail.com](mailto:edderickson@gmail.com)  
[eddieerickson.smugmug.com](http://eddieerickson.smugmug.com)

## **Business Contract**

Event Name: Fall River Joint Unified School District Superintendent Headshot Session

Event Date: To be determined

Client/Clients\*: Shaun Davis

Main Contact Address: 20375 Tamarack Ave., Burney, CA 96013

Main Contact Email Address: \_\_\_\_\_

Main Contact Phone Number: 530-335-2220

Package Description & Contents: 1 Headshot/Greg Hawkins

\*The word 'Client' as it appears in the following contract, will be referencing the above person/persons.

**Entire Agreement:** This agreement contains the entire understanding between **Eddie Erickson Photography** and the client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties involved. If the parties want to waive one provision of this agreement that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

**Reservation:** A signed contract and one half of the session fees are due at the time of entering into an agreement to obtain the services of **Eddie Erickson Photography**.  
Final balance is due on the day of event unless other arrangements are made.

**Cooperation:** The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment.

**Eddie Erickson Photography Copyrights:** Until Final Payment for services rendered is received, the photographs/digital images produced by Eddie Erickson Photography are protected by Federal Copyright Law (all rights reserved) and may not be used in any manner without Eddie Erickson Photography's consent and written permission. Upon final payment by the client, limited usage of the resulting images will be transferred to the client under the following conditions:

-The images are not to be sold or used for a profit.

If this compensation is not received, the products from the event will remain Eddie Erickson Photography property and will not be released to the client. A \$25 per day late fee will be charged on any late payments.

**Method of Cancellation:** In the event of a cancelled or rescheduled photo session, **Eddie Erickson Photography** requires notification in writing signed by the contracted party, sent via Certified Mail by the United States Post Office, prior to the original session date. This is the method of cancellation agreed upon by all signing parties and the only method of cancellation that will be accepted. In the event of a cancellation or postponement within 365 days of the event, the total amount agreed upon in this contract is due as scheduled and is non-refundable.

**Date Change Policy:** If your photo session date has been changed after the signing of this agreement, it is up to **Eddie Erickson Photography's** discretion if the same package amount applies for the second date. Since dates are based on time of season and availability, additional funds may be necessary to book a new date. If **Eddie Erickson Photography** is not available for the new date, the deposit is non-refundable. If the date is closer than 30 days the total amount agreed upon in this contract is due as scheduled and is non-refundable.

**Completion Schedule:** Editing and Print creation takes approximately four weeks, usually less. If completion takes longer for any reason, **Eddie Erickson Photography** will notify the client as soon as possible.

**Payment Schedule: The following payments are due on the dates below:**

- One half of the session fee is due on the day of entering into an agreement to obtain the services Eddie Erickson Photography
- Final Payment: Due the day of the photo session

I, Terese Spooner, on 7/14/23 agree to the contract as  
(Client)

stated above.

I, \_\_\_\_\_, on \_\_\_\_\_ agree to the contract as  
(Photographer)

stated above.

**AGREEMENT BETWEEN  
SHASTA COUNTY OFFICE OF EDUCATION  
AND  
FALL RIVER JOINT UNIFIED SCHOOL DISTRICT  
FOR  
LEGAL SERVICES CONSORTIUM**

THIS AGREEMENT is effective August 1, 2023 between the SHASTA COUNTY OFFICE OF EDUCATION ("SCOE") and the **FALL RIVER JOINT UNIFIED SCHOOL DISTRICT** ("DISTRICT").

It is the mutual desire of SCOE and DISTRICT to enter into a legal consortium for basic legal services to be provided by Lozano Smith, LLP ("Attorney") as defined below. This Agreement shall be effective from August 1, 2023 through June 30, 2024.

Basic Legal Services shall be provided one day per week in Shasta County (excluding July). Services will include:

1. Review drafting and providing legal advice regarding contracts
2. Providing legal advice on student and personnel matters, including but not limited to special education and general negotiations
3. Preparation of written opinions
4. Providing legal advice by telephone and/or e-mail when Attorney is not onsite
5. Three workshops per year on topics as requested by SCOE

DISTRICT may contract directly with Attorney for services outside the onsite basic legal services at the following hourly rates:

Attorney	\$250 per hour
Law Clerk / Paralegal	\$125 per hour

Attorney will incur various costs and expenses in performing the basic legal services. Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

The annual fee for the basic legal services is \$15,000 per month or \$165,000 for the term of this Agreement. The annual fee will be allocated using a base of \$2,000 per participating district and \$4.82 per 2022-23 P-2 ADA.

DISTRICT authorizes the SCOE to transfer from the general fund of the DISTRICT an amount equal to fifty percent (50%) of the annual fee on or about December 1 and fifty percent (50%) of the remaining annual fee on or about May 1 of each year for their proportionate share of the annual consortium cost. DISTRICT cost for 2023-24 school year will be **\$7,131**.

SCOE and DISTRICT agree to indemnify, defend, and hold harmless its officers, agents and employees from any and all claims or losses accruing or resulting in connection with this Agreement, and from any and all claims and losses accruing or resulting to any person, firm and legal entity who may be injured or damaged in the performance of this Agreement.

Judy Flores Jul 24, 2023  
Judy Flores Date  
Shasta County Office of Education

Greg Hawkins Jul 25, 2023  
Greg Hawkins (Jul 25, 2023 10:33 PDT) Date  
Greg Hawkins  
Fall River Joint Unified School District









# Legal Consortium Agreement-Fall River

Final Audit Report

2023-07-25

Created:	2023-07-21
By:	Amy Morales (amorales@shastacoe.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANyQoly3-7RmRUqUhh0Wb49HGqfHqOHGD

## "Legal Consortium Agreement-Fall River" History

-  Document created by Amy Morales (amorales@shastacoe.org)  
2023-07-21 - 9:34:32 PM GMT- IP address: 66.244.5.217
-  Document emailed to Judy Flores (jflores@shastacoe.org) for signature  
2023-07-21 - 9:36:26 PM GMT
-  Email viewed by Judy Flores (jflores@shastacoe.org)  
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-  Document e-signed by Judy Flores (jflores@shastacoe.org)  
Signature Date: 2023-07-24 - 1:45:26 PM GMT - Time Source: server- IP address: 97.94.147.164
-  Document emailed to Greg Hawkins (ghawkins@frjUSD.org) for signature  
2023-07-24 - 1:45:28 PM GMT
-  Email viewed by Greg Hawkins (ghawkins@frjUSD.org)  
2023-07-24 - 1:45:35 PM GMT- IP address: 66.249.84.64
-  Document e-signed by Greg Hawkins (ghawkins@frjUSD.org)  
Signature Date: 2023-07-25 - 5:33:54 PM GMT - Time Source: server- IP address: 66.244.43.35
-  Agreement completed.  
2023-07-25 - 5:33:54 PM GMT

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
FALL RIVER JOINT UNIFIED HIGH SCHOOL DISTRICT AND  
THE CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION  
AND ITS FALL RIVER CHAPTER No. 191.

This memorandum is between the Fall River Joint Unified High School District ("District") and The California School Employees Association and its Fall River Chapter No.191 together ("CSEA") concerning the ability to Hire and Retain a qualified Master Mechanic, the parties agree to:

1. Move Master Mechanic from Range 9 to Range 10 on the classified salary schedule.  
Effective August 1,2023.

This agreement shall not be effective until, and unless, it has been approved by the (District) and the (CSEA). The parties' bargaining teams acknowledge that by their signatures below they are entering into a good faith commitment to secure approval of this agreement.

Agreed to this twenty fifth day of July 2023.

For the District:

  
\_\_\_\_\_  
Greg Hawkins Superintendent

  
\_\_\_\_\_  
Teresea Spooner CBO

For CSEA:

  
\_\_\_\_\_  
Patricia McQuade CSEA Chapter President

  
\_\_\_\_\_  
Joan Nevarez CSEA Exclusive Representative



# FALL RIVER JOINT UNIFIED SCHOOL DISTRICT

20375 Tamarack Avenue, Burney, CA 96013---530-335-4538---Fax 530-335-3115

## CLASSIFIED SALARY SCHEDULE - 2022/2023 -

REVISED 8/1/2023

Range	1	2	3	4	5	6	7
1 Cafeteria Worker	\$16.00	\$ 16.98	\$ 17.51	\$ 18.34	\$ 19.20	\$ 20.10	\$ 21.05
Cafeteria Clerk							
Clerk Typist							
Elem. Library Clerk							
2 Paraprofessional	\$ 16.98	\$ 17.51	\$ 18.34	\$ 19.20	\$ 20.10	\$ 21.05	\$ 22.06
Workability Job Supervisor							
Health Clerk							
3 Senior Clerk	\$ 17.51	\$ 18.34	\$ 19.20	\$ 20.10	\$ 21.05	\$ 22.06	\$ 23.12
Custodian							
Library Guidance Tech							
4 Technology Paraprofessional	\$ 18.34	\$ 19.20	\$ 20.10	\$ 21.05	\$ 22.06	\$ 23.12	\$ 24.23
Behavior Management Para							
5 Lead Custodian	\$ 19.20	\$ 20.10	\$ 21.05	\$ 22.06	\$ 23.12	\$ 24.23	\$ 25.38
Maintenance Worker							
Cook/Manager							
Grounds Worker							
6 Bus Driver	\$ 20.10	\$ 21.05	\$ 22.06	\$ 23.12	\$ 24.23	\$ 25.38	\$ 26.61
Secretary							
Health Attendant Para							
Intensive Behavior Interventionist							
Sign Language Interpreter							
Translator							
7 Bus Driver/Lube Mechanic	\$ 22.06	\$ 23.12	\$ 24.23	\$ 25.38	\$ 26.61	\$ 27.88	\$ 29.22
Bus Driver-Dispatcher							
8 Mechanic	\$ 24.23	\$ 25.38	\$ 26.61	\$ 27.88	\$ 29.22	\$ 30.63	\$ 32.13
Skilled Maintenance Worker							
Bus Driver Trainer							
9 Maintenance Foreman	\$ 25.38	\$ 26.61	\$ 27.88	\$ 29.22	\$ 30.63	\$ 32.13	\$ 33.67
Master Mechanic - Move to 10							
Technology Support Assistant							
10 Master Mechanic	\$ 26.61	\$ 27.88	\$ 29.22	\$ 30.63	\$ 32.13	\$ 33.67	\$ 35.28

Salary Schedule Time Base is Hourly

- \* At the beginning of the 10th year of District service an additional 2.5% shall be added to the employees current hourly rate.
- \* At the beginning of the 15th year of District service an additional 2.5% shall be added to the employees current hourly rate.
- \* At the beginning of the 20th year of District service an additional 2.5% shall be added to the employees current hourly rate.
- \* At the beginning of the 25th year of District service an additional 2.5% shall be added to the employees current hourly rate.
- \* At the beginning of the 30th year of District service an additional 2.5% shall be added to the employees current hourly rate.

Stipends - Annually	
*AA Degree	\$300
*BA/BS Degree	\$550
*Masters	\$990

**\*\*Yard Duty Aide Position = Current Minimum Wage**

Insurance Cap = \$11,795

Board Approved -

## Agreement for Independent Contract Services

This Agreement is made and entered into this date August 1st, 2023 by and between Fall River Joint Unified School District hereinafter referred to as "SCHOOL" and Breslin Occupational Therapy Services PC hereinafter referred to as "CONTRACTOR".

Whereas, the SCHOOL is authorized by Section 53060 of the California Government Code to contract with an independent contractor for specialized services; and, whereas, the CONTRACTOR is specially trained, experienced and competent to provide the special services required;

NOW THEREFORE, the parties hereto agree as follows:

1. CONTRACTOR shall provide the following services:

**Occupational Therapy assessment and/or services**

**Physical Therapy assessment and/or services**

**Sensory Motor Group Services and related school Supplies**

2. CONTRACTOR will commence providing services on August 17th, 2023.

3. CONTRACTOR shall perform said services as an independent contractor and shall not be deemed an employee or officer of the SCHOOL for any purpose. CONTRACTOR shall be under control of the SCHOOL as to results to be accomplished and not to the means or manner by which such result is to be accomplished.

4. CONTRACTOR agrees to and shall hold harmless the indemnify the SCHOOL, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense which may be incurred by the reason of the operation of this agreement.

5. CONTRACTOR shall provide Workers' Compensation coverage at the CONTRACTOR'S own expense, or self-insure his/her services.

6. SCHOOL will prepare and furnish to CONTRACTOR upon request such information as is reasonably necessary to the performance of the CONTRACTOR under this agreement.

7. SCHOOL shall pay CONTRACTOR fee for services upon invoicing at a rate of \$225.00 per hour for in person OT & PT services, \$87.50 per half hour for virtual OT & PT services, \$225.00 per hour for Sensory Motor Groups and \$225.00 for initial and Re-Evaluation OT & PT Evaluations. Evaluations with standardized testing will be invoiced at \$250.00 and fee to face to face with student will be invoiced at \$87.50 per hour. Medicare shall be billed by the CONTRACTOR, SCHOOL shall pay CONTRACTOR an amount to be agreed upon by both the CONTRACTOR and SCHOOL at a later date. Payment will be made by the SCHOOL pursuant to this Independent Contract for Services upon receipt of invoice.

8. This Agreement is not assignable without written consent of the parties hereto.

**EMAILED**  
7/19/23 JP

9. This Agreement shall remain in full force and effect for a one (1) year period. This Agreement shall be automatically renewed for an additional one (1) year period annually.

10. SCHOOL and CONTRACTOR each will have the right to terminate this Agreement without cause at any time upon no less than thirty (30) days' written notice.

11. CONTRACTOR and SCHOOL share the mutual intention of promoting student success within the natural classroom environment. To that end, both the CONTRACTOR and the SCHOOL understand that the expert educators already in place at Fall River Joint Unified School District can be assumed responsible to follow-through with many of the occupational/physical therapy recommendations. The occupational/physical therapy recommendations will relate to the student's curriculum success. The recommendations will incorporate methods that are classroom-friendly and easily administered by the teacher, teacher's aides. The occupational/physical therapist will communicate with the educational team through written follow up after consultation.

12. CONTRACTOR, at its expense, shall procure and maintain for the for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

*Minimum scope of Insurance*

Coverage shall be at least as broad as:

1. Commercial General Liability on an occurrence form. Liability deductible or Self-Insured Retention not to exceed

\$5,000. Claims Made coverage will not be accepted. Coverage shall be at least as broad as is form CG0001. Policy to include abuse and molestation coverage; however school may waive this requirement if the CONTRACOTR work/service does not include any contact with students.

2. Automobile Liability including owed, non-owed, and hired automobiles. If insured by a Personal Auto Policy, it must include a Business Use Endorsement. Auto Liability can be waived by the SCHOOL if CONTRACTOR will not use an automobile for any phase of the work performed by this CONTRACTOR.

3. Worker's Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability Insurance with limit of \$1,000,000 per Accident for Bodily Injury or Disease. Worker's Compensation can be waived by the SCHOOL if no employees and CONTRACTOR qualifies as an independent CONTRACTOR.

4. Professional Liability/Errors and Omissions Liability/Malpractice/Educators Legal Liability insurance appropriate to the CONTRACTOR's Profession. Claims Made Coverage form is acceptable, however retroactive date must be before the date of the Contract and insurance maintain for at least three (3) years after completion of contract of work. Architects' and engineer's coverage is to be endorsed to include contractual liability.

*Minimum Limits of Insurance*


CONTRACTOR shall maintain limits no less than:

- 1. General Liability: \$2,000,000 General Aggregate  
\$2,000,000 Products/completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury  
\$1,000,000 Each Occurrence
- 2. Automobile Liability Damage: \$1,000,000 Per Accident for Bodily Injury & Property
- 3. Workers' Compensation Statutory As required by the State of California  
Employer's Liability: \$1,000,000 Per Accident for Bodily Injury or Disease
- 4. Professional Liability, E&O: \$1,000,000 Per Occurrence or Educators Legal Liability
- 5. Sexual Abuse or Molestation: \$1,000,000 Each Incident

In WHITNESS WHEREOF, the parties hereby agree to initiate services on the date first written above.


Fall River Joint Unified School District

Independent Contractor

DocuSigned by:  
  
 C26F2377E759450...

Rebecca Torgrimson  
Special Education Director

Date: 7/17/2023

DocuSigned by:  
  
 9D5958C8D9544B0...

Contractor's Signature

Date: 7/17/2023



**SCHOOL-BASED MEDICAL BILLING & DOCUMENTATION  
AGREEMENT BETWEEN THE  
FALL RIVER JOINT UNIFIED SCHOOL DISTRICT  
AND  
PRACTI-CAL, INC.**

Whereas the DISTRICT (hereinafter referred to as "DISTRICT") desires to contract for School-Based billing services, and/or documentation services; and Practi-Cal, Incorporated (hereinafter referred to as PRACTI-CAL) is willing to provide such services.

Now, therefore in consideration of the mutual Agreements and definitions contained herein, the parties hereto agree as follows:

1. **Definitions** The parties agree to this agreement and mutually accept the following definitions of the enumerated terms:
  - 1.1 PRACTI-CAL means Practi-Cal, Incorporated. When used in the context of the performance of tasks, this is extended to include its subcontractors when performing duties in connection with this contract.
  - 1.2 DISTRICT means an independent public school district, county office of education, Office of the County Superintendent of Schools, Special Education Local Plan Area or community college district in the State of California.
  - 1.3 AGREEMENT means this contract between the DISTRICT and PRACTI-CAL, along with exhibits A and B.

**2. Commencement, Amendment, and Termination**

- 2.1 The parties hereby enter into this agreement for the period of three years beginning on 07/01/2023 and remaining in full force and affect, except as amended or terminated as hereinafter provided.
- 2.2 This agreement shall become subject to amendment in the event any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits or modifies any services or actions contemplated by this AGREEMENT.
- 2.3 Any alterations, variations, modifications or waivers of provisions of this AGREEMENT shall be valid only when they have been reduced to writing, duly signed and attached to the original of this AGREEMENT.
- 2.4 This AGREEMENT may be terminated at any time by either party giving not less than one hundred and eighty days written notice before the end of the term or the automatic renewal date.
- 2.5 This AGREEMENT shall become subject to termination in the event of any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits the expenditure of federal and/or state funds for the services or actions contemplated by this AGREEMENT.

**EMAILED**  
7/26/23 TS

**3. PRACTI-CAL Responsibilities:** PRACTI-CAL is responsible for the duties specified in Exhibit A, whether provided by internal staff or by its subcontractor or its designee.

**4. DISTRICT Responsibilities:** The DISTRICT is responsible for performing the duties specified in Exhibit B.

### 5. Fees for Services

5.1 In consideration for all services rendered pursuant to this AGREEMENT the DISTRICT shall pay PRACTI-CAL an annual license fee for access to our online documentation and billing software, program related support, resources, and electronic claims processing. The fee listed below is for the first annual period. LEA's are now eligible for program reimbursement, based on eligible participation. Practi-Cal will use the most recent year's CRCS report for determining the next year reimbursement, in compliance with federal requirements. The fee listed below will be adjusted annually to reflect changes in DISTRICT annual Program Valuation determined by the *Cost Reimbursement and Comparison Schedule (CRCS) report, Worksheet A Summary, Total Medi-Cal Maximum Reimbursable Cost row*, and/or cost of providing services.

**The DISTRICT can choose to pay this fee using one of the following methods:**

Annually = \$8,088  
Quarterly = \$2,184  
Monthly = \$728

5.2 PRACTI-CAL reserves the right to collect all fees that are due for any period preceding notice of termination or actual termination whichever occurs last. The DISTRICT shall pay PRACTI-CAL according to the following schedule:

A) If the DISTRICT check is dated less than forty five (45) days after the date on the PRACTI-CAL invoice, the DISTRICT shall pay the amount of the PRACTI-CAL invoice.

B) If the DISTRICT check is dated more than forty four (44) days after the date on the PRACTI-CAL invoice, a late payment fee of two percent (2%) shall be added on the forty fifth (45th) day and another two percent (2%) shall be added on each thirty day anniversary of the forty fifth (45th) day until payment is made.

5.3 Parties understand that this contract is to provide software and consulting services, including the services listed in Exhibit A of the existing contract. Although one of the PRACTI-CAL responsibilities is to file claims on behalf of the DISTRICT, the fees payable are not related to any amounts, which will be billed or collected from Medi-Cal.

**6. Events of Default:** Upon the occurrence of an event of default by either party to this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving the appropriate written notice to the defaulting party. Each of the following events constitutes an event of default:

6.1 If DISTRICT fails to make any payment on or before the due date and fails to cure this delinquency within thirty days of such delinquency.

6.2 If DISTRICT commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from PRACTI-CAL to the DISTRICT, then PRACTI-CAL may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.

6.3 If PRACTI-CAL commits any breach of any covenant, warranty or agreement herein contained, and



fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from the DISTRICT to PRACTI-CAL, then the DISTRICT may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty day's notice in writing to such effect.

## **7. Errors and Omissions:**

- 7.1 No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under the AGREEMENT, provided such errors and omissions are reported as soon after discovery as possible. Both parties agree to carry such errors and omissions insurance as will protect the other party from injury not the fault of the injured party.

## **8. Confidentiality:**

This section establishes the business associate relationship between DISTRICT and PRACTI-CAL and outlines the obligations, responsibilities, and expectations of the business associate in handling PHI in compliance with HIPAA regulations.

- 8.1 Except to the extent permitted under federal or state law, regulation or standards; and to the extent required to qualify students as clients or beneficiaries of services for benefits for which they are, or may be, entitled under State, local or federal entitlement or laws, under policies, contracts or insurance payments contemplated within the scope of this AGREEMENT, PRACTI-CAL shall not during or after the period of this AGREEMENT, without authorization from the DISTRICT, disclose or use for the benefit of any person, corporation or other entity or itself, any files or any other confidential or personally identifiable information concerning students and/or their families. Confidential or personally identifiable information shall mean information not generally known to the public which is disclosed to PRACTI-CAL, its agents or employees, or known by them as a consequence of this AGREEMENT, whether or not pursuant to this AGREEMENT.
- 8.2 The DISTRICT shall not, except to the extent permitted or required by law, disclose any proprietary information it may learn as a consequence of this AGREEMENT, to anyone other than an employee of the DISTRICT, who requires such information to perform hereunder, or an employee of PRACTI-CAL or its designee.
- 8.3 PRACTI-CAL acknowledges and agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy, Security, and Breach Notification Rules, as applicable. PRACTI-CAL represents and warrants that its software has been designed and developed to meet the requirements of HIPAA, including but not limited to the technical, administrative, and physical safeguards required to protect the confidentiality, integrity, and availability of protected health information (PHI). PRACTI-CAL further agrees to implement and maintain appropriate policies, procedures, and controls to ensure the ongoing compliance of its software with HIPAA requirements.

## **9. Warrantees:** The DISTRICT represents and warrants that:

- 9.1 This instrument is executed with the full knowledge of and understanding of its term and meanings by the DISTRICT and is executed by a person who has the authority of the governing board to do so.
- 9.2 This instrument is being executed in multiple counterparts, each of which are the same AGREEMENT and any of which shall be considered an original instrument.

9.3 All information provided or otherwise supplied to PRACTI-CAL or its designee shall, to the best of its knowledge and belief, be true, accurate and complete and that the DISTRICT has the right to file such CLAIMS as documented.

9.4 That the filing of claims through PRACTI-CAL pursuant to this AGREEMENT will not be knowingly in violation of any law or contract to which the DISTRICT is a party.

9.5 That neither the DISTRICT nor its employees shall submit claims except through PRACTI-CAL during the term of this AGREEMENT.

**10. Ownership of Products of AGREEMENT:** The parties hereto agree that all forms, materials, software and other documents including, but not limited to, criteria, policies and procedures developed by PRACTI-CAL as a direct result of, or instrumental to, this AGREEMENT shall, at all times, remain the property of PRACTI-CAL and may not be distributed, published or sold to third parties, persons or entities without the express, written consent of PRACTI-CAL.

## **11. Remedies of the Parties**

11.1 The parties hereto acknowledge that, notwithstanding the fact that this AGREEMENT is terminable upon notice, the restrictions contained in this AGREEMENT are reasonable and necessary protection of the legitimate interests of the parties, that any violation of the terms of this agreement might cause substantial injury to the parties and that the parties hereto would not have entered into this AGREEMENT without receiving the additional consideration offered by each party in binding itself, its agents and its employees to these restrictions. In the event of violation of any of these restrictions, each party shall be entitled to preliminary and permanent injunctive relief in addition to any other remedy.

11.2 Disputes with respect to this AGREEMENT shall be discussed and resolved, if possible, by authorized representatives of PRACTI-CAL and the DISTRICT. The parties hereby agree to use their best efforts to promptly resolve any such dispute. If, however, the parties are not successful in resolving such dispute within thirty days from the date such dispute arises, then either party shall be free to exercise any rights it might have under paragraphs 2.3, 2.4, 2.5 of this AGREEMENT or under the law without the necessity of seeking judicial cancellation of this AGREEMENT and without the necessity of a formal placing in default.

11.3 All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the parties to this AGREEMENT at their addresses set below unless changed from time to time, in which event each party shall notify the other in writing of such change. All such notice shall be deemed duly given if deposited, registered or certified mail, in the United States mail to: Practi-Cal, Inc. PO Box 981000 West Sacramento, CA 95798-1000

## **12. Liability and Insurance**

12.1 The parties agree to maintain in force errors and omissions insurance as may reasonably be required by the other party.

12.2 PRACTI-CAL agrees to hold harmless and indemnify the DISTRICT from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by PRACTI-CAL.

12.3 DISTRICT agrees to hold harmless and indemnify PRACTI-CAL from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by DISTRICT.



### 13. Miscellaneous Provisions

- 13.1 This AGREEMENT comprises the entire AGREEMENT between the DISTRICT and PRACTI-CAL and may be amended only in writing and by mutual consent of both parties.
- 13.2 The headings, titles and sub-titles in this AGREEMENT have been inserted solely for convenient reference and shall be ignored in its construction.
- 13.3 This AGREEMENT has been negotiated and executed in the state of California and the laws of that state shall govern its construction and validity.
- 13.4 This AGREEMENT shall inure to and shall be binding upon the parties hereto, the successors and assigns of the DISTRICT and PRACTI-CAL.
- 13.5 The purpose of this AGREEMENT is not to be defeated by a narrow, technical construction of its provisions. This AGREEMENT shall be considered as an honorable undertaking and shall be subject to a liberal construction for the purpose of giving effect to the intentions of the parties hereof.
- 13.6 The waiver by either party of any breach or violation of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
- 13.7 If any provision of this AGREEMENT shall be held invalid or unenforceable, the remainder of this AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect with respect to all other circumstances.

### 14. California AB 1584 Compliance (Parties agree as follows)

- 14.1 Pupil records<sup>1</sup> obtained by PRACTI-CAL from DISTRICT continue to be the property of and under the control of the DISTRICT.
- <sup>1</sup> Pupil records include any information directly related to a pupil that is maintained by the DISTRICT or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other DISTRICT employees. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by PRACTI-CAL, (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications
- 14.2 The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: **Provide a written request to the District's Program Coordinator. The District's Chief Technology Officer will also consider the request with PRACTI-CAL to retain possession and control of the content where feasible.**<sup>2</sup>
- <sup>2</sup> Procedure provided will likely depend on the capability of the technology, provided by PRACTI-CAL. The information will likely have to be provided by PRACTI-CAL to demonstrate product compliance.
- 14.3 The options by which a pupil may transfer pupil-generated content to a personal account include: **A written request will be provided to the District's Program Coordinator and reviewed by the District's Chief Technology Officer detailing the content requested and the destination personal account information.**
- 14.4 Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol: **Parent or legal guardian will contact district to make a records request. District program coordinator will pull records from SpEdCare and provide to the parent. PRACTI-CAL will not provide records to parents.**

14.5 In the event of an unauthorized disclosure of a pupil's records, PRACTI-CAL shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: **PRACTI-CAL will inform District's Chief Technology Officer and Program Coordinator of unauthorized disclosure.**

14.6 PRACTI-CAL shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this AGREEMENT .

14.7 PRACTI-CAL certifies that a pupil's records shall not be retained or available upon completion of the terms of this AGREEMENT, except for a case where a pupil chooses to establish or maintain an account with PRACTI-CAL, for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure: **PRACTI-CAL will archive pupil data and deactivate active district logins. Since pupil data is contains medical records that are auditable by state and federal agencies, records must be stored by PRACTI-CAL to present for potential audits. Upon termination, only PRACTI-CAL Administrators will have access to these records. When records are destroyed, at the direction of the DISTRICT, PRACTI-CAL will provide written notice that pupil records have been destroyed and are not in PRACTI-CAL's possession upon completion of AGREEMENT.**

14.8 DISTRICT agrees to work with PRACTI-CAL to ensure compliance with FERPA and the parties will ensure compliance through the following procedure: **When presented, PRACTI-CAL will review, complete and agree to the Districts Statement of Compliance Form for Third Party Organizations and/or vendors.**

References: AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date set forth herein.

For the DISTRICT

By: Teresea Spooner  
Name: Teresea Spooner  
Title: Chief Business Official  
Date: 07/26/2023

For PRACTI-CAL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Exhibit A

### Practi-Cal Responsibility

- Provide access to our claiming and reporting portal SpEdCare , including:
  - Health care plan writer
  - HIPPPAA compliant Telehealth module
  - Video IEP meeting module
  - CDE & Plan Implementation tracking and management for Medi-Cal & Non-Medi-Cal staff
  - CYBHI/SBHIP billing module (2024)
  - Clinical documentation
- Cost Reimbursement and Comparison Schedule preparation & submission
- Provide access to our data and task management system
- Provide the following reports
  - Reimbursement (Check Date & Date of Service)
    - Assessments
    - Treatments / Therapies
    - Targeted Case Management
    - Transportation
  - CRCS Claims Report
  - Participation
  - Active Practitioners with expiration dates
  - OT / PT Prescriptions with expiration dates
- Assign an experienced consultant and administrative assistant for remote program support who will be available via:
  - Phone
  - Email
  - Live webinar meetings
  - On-site support
- Access to monthly newsletter with program updates
- Provide monthly Program Check-Up virtual meetings
- Automated submission reminders for mandated reports
- Practitioner Trainings
  - Live customized webinar trainings (PC, Mobile device)
  - Recorded Trainings (PC, Mobile device)
- Live webinar annual planning and compliance meeting
- Live coordinator and business webinars to assist with program processes and Compliance
- Process and transmit claims resulting from services entered in SpEdCare
- Process uploaded paper claims
- Process student data for the purposes of Medi-Cal eligibility
- Follow-up on denied Medi-Cal claims and re-file claims when appropriate
- Maintain secure digital copies of district submitted claims, forms, documents, progress/case notes, etc. for the purposes of audit support.
- Provide periodic visual program performance reports to district leadership

## Exhibit B

### District Responsibility

- Assign a district coordinator, with enough staff hours to:
  - Ensure maximum program participation.
  - Complete Practi-Cal's annual Compliance Certification
  - Attend monthly Program Check-in meetings with Practi-Cal
  - Review all released announcements in SpEdCare.
  - Provide RMTS coding results and TSP lists for the purposes of completing CRCS
  - Respond timely to data or information requests by DHCS, Conduent and Practi-Cal
  - Maintain RMTS Code 2A documentation as required by DHCS
  - Encourage practitioners to timely record services using Practi-Cal's online software
  - Timely provide Practi-Cal with the required data elements to complete the following:
    - Cost Reimbursement and Comparison Schedule (Refer to section 5.1)
    - Annual Report
    - Provider Participation Agreement (new provider or evergreen year)
    - Data Use Agreement
  - Complete Practi-Cal's LEA Billing Coordinator training program, to ensure coordinators understand the responsibilities of the role of coordinator, compliance requirements and using SpEdCare.
- Maintain service documentation related to reimbursed services and RMTS moments
- Enter all services related to medical billing and plan implementation, into SpEdCare.
- Ensure DHCS, CMS, and Managed Care Plan compliance standards are met
- Provide to Practi-Cal
  - Quarterly Certified TSP list from Cost Pool 1
  - Periodic student database and special education service files
  - Copy of signed Physician-Based Standards for Speech-Pathology
- Maintain active and approved LEA Billing Option provider status with DHCS
- Maintain active participation in the Random Moment Time Sampling (RMTS) program
- Provide Practi-Cal OHC / TPL providers when needed for the purposes of submitting reimbursable claims
- Update SpEdCare for students who Parental Consent has been denied

**CAL FIRE FILE NO.** \_\_\_\_\_  
(Sacramento Use Only)

**INCIDENT NUMBER:** \_\_\_\_\_

**INCIDENT NAME:** \_\_\_\_\_

**LESSOR NAME:** Fall River Joint Unified School District

**AGREEMENT FOR EMERGENCY USE OF FACILITIES**

Pursuant to common-law and statutory authority, in State of California has the authority, in an emergency situation such as a fire, to contract for the use of property on an emergency basis when such property is required by emergency personnel in connection with the protection of life and property from destruction by fire. (Rose v. State (1942) 19 Cal.3d 713; see also McKay Jewelers, Inc. v. Bowman 19 Cal.2d 595; Cf. Govt. c. 204.)

The owner of the property described herein, or the duly appointed representative, agrees to furnish facilities described herein to the CAL FIRE Shasta-Trinity Unit Unit of the California Department of Forestry and Fire Protection for use as Sleeping area overflow to Incident Base.

**1. DESCRIPTION OF FACILITIES:**

Burney Elementary School located at 37403 Toronto Street Burney, CA 96013 (Fall River J.U.S.D.)

This includes: Use of east lawn and parking area. This also includes use of inside rooms as needed.

CAL FIRE shall be responsible for:

1. Leaving facilities clean and in good repair upon departure including a crew of general rehabilitation and repair as needed.
2. Ensuring not to exceed 28,000 lbs GVW on playground asphalt.
3. Amount for east lawn and parking area \$800/day
4. \*\*\*Each inside room \$250/day.

**2. RATE:** For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of \$ 750.00. The Shall include all charges for maintenance and supplies provided to the State as stipulated in Item #4.

**3. TERM:** This agreement shall commence on 7/1/23, and shall end on or before 12/31/26 (may be defined by date, or by the duration of the emergency).

**4. MAINTENANCE:** (a) Owner shall furnish, at Owner's sole cost and expense during the term of this contract, the following utilities and supplies to the area leased or rented by the State:

Electric, Gas and Water

**5. SERVICE:** Owner shall provide the state with the name, address, and telephone number of an agency or person convenient to the State as a local source of service (e.g., owner, grounds manager, etc.) with regards to Owner's responsibilities under this lease/rental agreement as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances, or another person as identified below:

**NAME:** Greg Hawkins **TELEPHONE NUMBER:** 530-335-4538

**6. CONDITION REPORT:** A joint physical survey and inspection report of the facilities shall be made as of the effective date of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement. A similar joint physical survey and inspection of the facilities shall be made as of the date of expiration of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement.

**EMAILED**  
7/19/23 JP



STATE OF CALIFORNIA  
 DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
**AGREEMENT FOR EMERGENCY USE OF FACILITIES**  
 CAL FIRE-95 (Rev. 05/15) (Reverse)

- 7. LOSS, DAMAGE, OR DESTRUCTION:** The State will assume liability for the loss, damage, or destruction of facilities or equipment furnished under this Agreement provided that no reimbursement will be made from loss, damage, or destruction when due to (1) ordinary wear and tear, (2) the fault or negligence of the Owner or Owner's agent(s), or (3) circumstances beyond the control of the State.
- The State shall restore Owner's land, structures, and equipment to the condition they were in immediately prior to the period of government occupancy; restoration shall be performed to the extent reasonably practical. If the premises are not restored to the Owner's satisfaction, claims for reasonable costs incurred by the Owner in restoring the facility to their prior condition, all other claims shall be submitted to the Board of Control.
- 8. HOLD HARMLESS:** To the extent that both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.
- 9. SUBROGATION WAIVED:** To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the lease/rental premises, Owner hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damages by that insurance.
- 10. PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**
- 11. DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720:** Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.
- 12. CHILD SUPPORT WITHHOLDING DISCLAIMER:** Payment for services provided under this contract may be subject to withholding pursuant to a child support income withholding order. California 5206, 5246, 17512.

**CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:**


\_\_\_\_\_ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

\_\_\_\_\_ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

**OWNER**

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

BY: Fall River Joint Unified School District  
 TITLE: Superintendent  
 DATE: 7/1/23  
 NAME: Greg Hawkins  
 SIGNATURE:   
 STREET ADDRESS: 20375 Tamarack Ave  
Burney, CA 96013  
 TELEPHONE: 530-335-4538  
 TELEPHONE: (Night) \_\_\_\_\_

BY: CAL FIRE Shasta-Trinity Unit  
 TITLE: Battalion Chief  
 DATE: 7/1/23  
 NAME: Dusty Gyves  
 SIGNATURE: \_\_\_\_\_  
 STREET ADDRESS: 875 Cypress Ave Redding, CA  
Redding, CA 96001  
 TELEPHONE: 530-225-2418  
 TELEPHONE: (Night) \_\_\_\_\_

**CAL FIRE FILE NO.** \_\_\_\_\_  
(Sacramento Use Only)

**INCIDENT NUMBER:** \_\_\_\_\_

**INCIDENT NAME:** \_\_\_\_\_

**LESSOR NAME:** Fall River Joint Unified School District

### AGREEMENT FOR EMERGENCY USE OF FACILITIES

Pursuant to common-law and statutory authority, in State of California has the authority, in an emergency situation such as a fire, to contract for the use of property on an emergency basis when such property is required by emergency personnel in connection with the protection of life and property from destruction by fire. (Rose v. State (1942) 19 Cal.3d 713; see also McKay Jewelers, Inc. v. Bowman 19 Cal.2d 595; Cf. Govt. c. 204.)

The owner of the property described herein, or the duly appointed representative, agrees to furnish facilities described herein to the CAL FIRE Shasta-Trinity Unit Unit of the California Department of Forestry and Fire Protection for use as Incident Base Camp

#### 1. DESCRIPTION OF FACILITIES:

Burney Jr./Sr. High School located at 37571 Mountain View Drive Burney, CA 96013 (Fall River J.U.S.D.). This includes use of all inside  
Facilities, front and rear parking lots, east side of track, practice field, softball field and baseball field. Base cost shall include cleaning of floors  
and will include all janitorial supplies that may be used by CAL FIRE personnel. CAL FIRE shall be responsible for: 1. Reimbursement of all  
Maintenance personnel costs incurred by Burney Jr./Sr. High School for maintaining contracted areas during CAL FIRE use. Burney Jr./Sr.  
High School shall invoice CAL FIRE for such cost. 2. Leaving facilities clean and in good repair including a crew for general rehabilitation and/or  
Repairs as needed.

- Invoice for janitorial supplies use by CAL FIRE shall be provided to CAL FIRE for reimbursement.

- If Consumer Price Index exceeds 5% increase during duration of contract rates shall be recalculated.

- 1 Maintenance person (with access and decision making ability) at \$52/hour as requested by CAL FIRE.

**2. RATE:** For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of \$ 3500.00 . The  
Shall include all charges for maintenance and supplies provided to the State as stipulated in Item #4.

**3. TERM:** This agreement shall commence on 7/1/23 , and shall end on or before 12/31/26  
(may be defined by date, or by the duration of the emergency).

**4. MAINTENANCE:** (a) Owner shall furnish, at Owner's sole cost and expense during the term of this contract, the following utilities and supplies to the area leased or rented by the State:

Electric, Gas and Water

**5. SERVICE:** Owner shall provide the state with the name, address, and telephone number of an agency or person convenient to the State as a local source of service (e.g., owner, grounds manager, etc.) with regards to Owner's responsibilities under this lease/rental agreement as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances, or another person as identified below:

**NAME:** Greg Hawkins **TELEPHONE NUMBER:** 530-335-4538

**6. CONDITION REPORT:** A joint physical survey and inspection report of the facilities shall be made as of the effective date of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement. A similar joint physical survey and inspection of the facilities shall be made as of the date of expiration of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement.

**EMAILED**  
7/19/23 JP



STATE OF CALIFORNIA  
 DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
**AGREEMENT FOR EMERGENCY USE OF FACILITIES**  
 CAL FIRE-95 (Rev. 05/15) (Reverse)


- 7. LOSS, DAMAGE, OR DESTRUCTION:** The State will assume liability for the loss, damage, or destruction of facilities or equipment furnished under this Agreement provided that no reimbursement will be made from loss, damage, or destruction when due to (1) ordinary wear and tear, (2) the fault or negligence of the Owner or Owner's agent(s), or (3) circumstances beyond the control of the State.  
 The State shall restore Owner's land, structures, and equipment to the condition they were in immediately prior to the period of government occupancy; restoration shall be performed to the extent reasonably practical. If the premises are not restored to the Owner's satisfaction, claims for reasonable costs incurred by the Owner in restoring the facility to their prior condition, all other claims shall be submitted to the Board of Control.
- 8. HOLD HARMLESS:** To the extent that both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.
- 9. SUBROGATION WAIVED:** To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the lease/rental premises, Owner hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damages by that insurance.
- 10. PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**
- 11. DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720:** Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.
- 12. CHILD SUPPORT WITHHOLDING DISCLAIMER:** Payment for services provided under this contract may be subject to withholding pursuant to a child support income withholding order. California 5206, 5246, 17512.

**CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:**

\_\_\_\_\_ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

\_\_\_\_\_ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OWNER	DEPARTMENT OF FORESTRY AND FIRE PROTECTION
BY: <u>Fall River Joint Unified School District</u>	BY: <u>CAL FIRE Shasta-Trinity Unit</u>
TITLE: <u>Superintendent</u>	TITLE: <u>Battalion Chief</u>
DATE: <u>7/1/23</u>	DATE: <u>7/1/23</u>
NAME: <u>Greg Hawkins</u>	NAME: <u>Dusty Gyves</u>
SIGNATURE: 	SIGNATURE: _____
STREET ADDRESS: <u>20375 Tamarack Ave</u>	STREET ADDRESS: <u>875 Cypress Ave Redding, CA</u>
<u>Burney, CA 96013</u>	<u>96001</u>
TELEPHONE: <u>530-335-4538</u>	TELEPHONE: <u>530-225-2418</u>
TELEPHONE: (Night) _____	TELEPHONE: (Night) _____



# FEE SCHEDULE

The price of the contract is to be paid in two installments:

Item Description:	Cost
2024 – First Installment	\$2,000
2025 – Second Installment	\$2,000
<b>Level 1 Developer Fee Justification Study Total Cost</b>	<b>\$4,000</b>

If SchoolWorks, Inc. presence is requested at a School Board meeting, the District will be billed at \$185 per hour *plus* travel time and expenses.

The first installment will be billed upon completion of the Study. The second installment will be billed January 2025. The amount is due within thirty (30) days of the date of the invoice. A late fee of 5% of the invoice

# CONTRACT

SchoolWorks, Inc. will contract to perform the tasks enumerated above for the prices indicated. Fall River Joint Unified School District is authorized to enter into this agreement by Government Code 53060.

These services are chargeable to the District Capital Facility Funds.

Fall River Joint Unified School District

Teresea Spooner  
Signature

Teresea Spooner  
Name

CBO  
Title

7/31/23  
Date

SchoolWorks, Inc

Ken Reynolds  
Signature

Ken Reynolds  
Name

President - SchoolWorks, Inc.  
Title

July 3, 2023  
Date



**AGREEMENT  
FOR  
CONTRACT SERVICES**

This Agreement is made and entered into this   1st   day of August 2023, by and between the FALL RIVER JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to 'FRJUSD", and Karen Van Cleave, hereinafter referred to as 'CONTRACTOR."

1. TERM. The term of this Agreement shall be for the period September 15, 2022 through June 7, 2024, inclusive.

2. SERVICE. The CONTRACTOR shall furnish the following services (state specifically the materials and/or equipment to be provided by CONTRACTOR)

Equipment is provided by FRJUSD. Licensed services are provided by contractor.

3. LOCATION. The services listed in item 2 shall be provided at:  
Any FRJUSD school site.

4. FRJUSD'S OBLIGATIONS (if any)  
Support staff if requested.

5. COMPENSATION. In consideration of the services to be rendered, FRJUSD agrees to pay CONTRACTOR \$80/hour.  
Invoices must be presented for service.

6. INDEMNITY. The CONTRACTOR, shall defend, hold harmless and indemnify FRJUSD, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of FRJUSD Counsel and counsel retained by FRJUSD, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' injury, including death, or property (including property of FRJUSD) being damaged by the negligent acts, willful acts, or errors or omissions of the CONTRACTOR or any of CONTRACTOR'S subcontractors, any person employed under CONTRACTOR, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the FRJUSD.


CONTRACTOR shall also defend and indemnify FRJUSD for any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless FRJUSD with respect to CONTRACTOR'S "independent contractor" status that would establish a liability on FRJUSD for failure to make social security deductions or contributions or income tax withholding payments or any other legally mandated payments.

7. **INSURANCE.** The CONTRACTOR shall provide workers' compensation insurance or self-insure his/her services. The CONTRACTOR shall provide Insurance Binder naming FRJUSD as additional insured.
8. **STATUS OF ALL CONSTRUCTION.** It is expressly understood that at all times while rendering the services described herein and in complying with any terms and conditions of this agreement, CONTRACTOR is acting as an independent contractor and not as an officer, agent, or employee of FRJUSD. Site inspection is the responsibility of those who contract services.
9. **TERMINATION.** District may terminate this agreement and will be relieved of all obligations under this Agreement should CONTRACTOR fail to perform any of the terms and conditions hereof at the time and place set forth herein. In the event of such termination, CONTRACTOR shall be paid the reasonable value of the services rendered up to the date of such termination, as determined by FRJUSD, and CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement.
10. **DECLARATION.** CONTRACTOR hereby declares that he/she has not or will not receive pay for the same service or days or services by any other public agency. Furthermore, CONTRACTOR is not and has not been an employee of FRJUSD. CONTRACTOR is not entitled to be retained under this contract after the expiration of its term and is not entitled to be retained if contract terminates early pursuant to item 9.
11. Complete a W-9 form.
12. Background clearance requirements:  
"The contractor (entity) shall comply with the requirements of Education Code Section 45125.1, including but not limited to the following:


- A. Obtain California Department of Justice (CDOJ) clearance for contractor employees as required. [EC 45125.1]
- B. Prohibit its employees from coming in contact with pupils until CDOJ clearance is ascertained. [EC 45125.1 (e)]
- C. Certify in writing and provide the certification to the school district administrator for this contract that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. [EC 45125.1(f)]
- D. Provide a list of the names of its employees who may come in contact with pupils to the school administrator for this contract. [EC 45125.1(f)] This list shall be timely revised and shall be by school site as appropriate.”

IN WITNESS WHEREOF, the FRJUSD and CONTRACTOR have executed this Agreement effective as of the date first written above.

FALL RIVER JOINT UNIFIED  
SCHOOL DISTRICT

  
\_\_\_\_\_  
Superintendent  
7/14/23  
\_\_\_\_\_  
Date:

CONTRACTOR  
Karen Van Cleave

  
\_\_\_\_\_  
Sign:  
8/1/23  
\_\_\_\_\_  
Date:

20120 Bartel Street  
Burney, CA 96013  
Address:

# 2023-2024 MEMORANDUM OF UNDERSTANDING



for the  
**California Agricultural Teachers'  
Induction Program**  
between  
**Davis Joint Unified School District**  
and



Fall River Joint Unified School District (Participating District or LEA)

School District/LEA Name Here

## General

This Memorandum of Understanding (MOU) is entered into between the Davis Joint Unified School District (DJUSD) – Local Educational Agency (LEA) for the California Agricultural Teachers' Induction Program (CATIP) – and the participating district or LEA listed above (referred to as "District" in this MOU) to participate in the California Agricultural Teachers' Induction Program.

The effective date of this MOU is September 1, 2023 – June 30, 2024. The terms of this agreement shall remain in force unless mutually amended.

## Purpose

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties of agreement and to set forth the operative conditions that govern this partnership. The assumption of continued partnership for the **2024-2025** school year is made unless the District notifies the CATIP in writing on or **prior to January 31, 2024.**

## Responsibilities – General

### A) CATIP agrees to:

- 1) Provide support for direct program administration to conduct the accredited induction program per guidelines set forth by the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE);
- 2) Provide office space, equipment, and meeting space for program activities;
- 3) Facilitate a process for equitable distribution of services to Teacher Candidates and Mentors in all participating districts and schools;
- 4) Convene a Teacher Induction Program Advisory Committee, establish regular meetings, and provide data on program requirements and clear credentialing;
- 5) Establish and maintain accurate program records and reports;
- 6) Maintain State of California approval and accreditation as an Induction Program and Credentialing Agency;
- 7) Advise Teacher Candidates about their involvement in the Induction Program and provide formative feedback about candidates' progress toward completion of the program;
- 8) Recommend for the California Clear Credential and process all credential applications for eligible Teacher Candidates;
- 9) Arrange for and monitor University of California, Davis Extension continuing education units for Teacher Candidates and 1<sup>st</sup> and 2<sup>nd</sup> year Mentors;
- 10) Provide the California Agricultural Teachers' Induction Program Assessment System materials to Teacher Candidates and Mentors (e.g. individualized learning plans, weekly conversation logs, curriculum, etc.);
- 11) Provide training in the California Agricultural Teachers' Induction Program coursework, including the Teaching Performance Expectations (TPE), California Standards for the Teaching Profession (CSTP), student academic and CTE content standards, Agriculture and Natural Resources Model Pathway Standards, and Induction Standards to Teacher Candidates and Mentors;
- 12) Provide relevant and research-based mentoring skills training to Mentors;
- 13) Provide induction program information to site administrators/district coordinator;
- 14) Select, monitor, and supervise professional development facilitators in accordance with Induction Program Standards;
- 15) Provide materials, facilitation, and presentation support for professional development facilitators;
- 16) Develop and establish contracts with outside vendors for professional services as needed Teacher Candidates/Mentors professional development and support;
- 17) Provide the Advisory Board, district superintendents and site administrators with information, clarify roles and responsibilities, and provide verification and accountability specific to the teacher credential process;

# California Agricultural Teachers' Induction Program (CATIP) 2023-2024 MEMORANDUM OF UNDERSTANDING

- 18) Communicate with and advise District Human Resources departments, credential analysts, and school personnel regarding Induction, hiring implications, and procedures for compliance;
- 19) Establish and maintain an accountability system for all participants;
- 20) Collaborate with the Capital Region Induction Network Team, the Induction Consortium (Bay Area), and state-wide agricultural education stakeholders regarding the Induction Program;
- 21) Collaborate with Cluster Region One and California Commission on Teacher Credentialing for appropriate support and training and ensure participation at Cluster and Statewide program meetings; and
- 22) Supply reports and other information to the California Commission on Teacher Credentialing (CTC) and the California State Department of Education (CDE) as requested on all matters related to program requirements and activities.

B) The District agrees to:

- 1) Appoint a liaison who serves as the programmatic contact in the district, who normally oversees all activities within the district related to induction services and assumes the responsibilities of communicating with the California Agricultural Teachers' Induction Program (including notifying CATIP when a candidate leaves before the end of the school year, providing follow-up on Mentors and Candidates not meeting requirements, etc):

June Pellegrino

Name of District Coordinator

530-335-4556

Phone

jpellegrino@frjud.org

Coordinator's Email Address

20375 Tamarack Avenue, Burney, CA 96013

Mailing Address

- 2) Establish a point of contact in District Accounts Payable for invoicing communication:

Nanette Bennett

Name

530-335-4538

Phone

nbennett@frjud.org

Email Address

20375 Tamarack Avenue, Burney, CA 96013

Mailing Address

- 3) Establish a Purchase Order for invoicing coordination:

43371

PO #

\$2,550.00

PO Amount (\$2,550/Candidate/Year)

*(If candidate will be paying for the program themselves indicate that here)*

- 4) Confirm candidate availability for program participation according to criteria established by the Commission on Teacher Credentialing and the California Agricultural Teachers' Induction Program.
- 5) Separate CATIP formative assessment information from district employment evaluations.
- 6) Provide an update about participation with CATIP to the district's governing board during the tenure of this MOU.
- 7) Participate in CATIP evaluation.
- 8) Superintendent or designee coordinator/administrator maintains an informal position on the Teacher Induction Advisory Board for program networking, implementation, compliance, and program evaluation;
- 9) The Administrative member of the Advisory Board or District coordinator/ administrator may bring concerns or suggestions for change to the Advisory Board for discussion by submitting proposals no later than two weeks prior to the next Advisory Board meeting for inclusion on the agenda;
- 10) Advisory Board Representative and/or District Coordinator disseminate program information to site and district administrators, clarify roles and responsibilities of all program participants, and communicates program information to participants;
- 11) Upon hire, advise eligible Teachers about their responsibilities for Induction, enroll eligible candidates, and gather candidate credentialing information as needed by the Induction office. All teacher candidates who are teaching on a preliminary credential should be evaluated for eligibility. CTE Teachers are eligible to complete credential requirements, including

# California Agricultural Teachers' Induction Program (CATIP) 2023-2024 MEMORANDUM OF UNDERSTANDING

- application for preliminary credential with prerequisites met. Teachers who have intern credentials may also be eligible if they have recently completed the intern program and have been granted a preliminary credential;
- 12) Ensure that Human Resources personnel and credential analysts are appropriately trained in protocols of advice and assistance to Induction Candidates;
  - 13) Provide appropriate credential and advisement information to the CATIP office;
  - 14) Select Mentors according to CATIP Standards Qualifications<sup>1</sup>;
  - 15) Approve a Mentor to each Teacher Candidate according to CATIP Policies and in a timely way, within 30 days of program enrollment, that allows the pair to begin working together when teaching begins and not less than an average of 1 hour per week;
  - 16) Conduct early site and/or district-based program information orientations that include information designated on the California Agricultural Teachers' Induction Program "Administrator Meeting" form;
  - 17) Ensure that all staff administrators with Mentor(s) and/or Teacher Candidate(s) on staff complete the Program's annual survey regarding the Induction Program;
  - 18) Establish working conditions for Teacher Candidates aligned with CATIP Standards;
  - 19) Ensure that Teacher Candidates have core curriculum materials and appropriate content frameworks;
  - 20) Encourage that all Teacher Candidates have course assignments with English Language Learners sufficient to allow completion of the English Language requirements of the Clear Credential and accordance with CATIP policies and accreditation;
  - 21) Provide Teacher retention data to Induction Program upon request;
  - 22) Provide Mentor release time for observation of the Teacher Candidates as required by the Induction activities (2 observations required each year);
  - 23) Provide Teacher Candidates release time for observation of colleagues, reflection, and professional development activities tied to their Individual Learning Plan (ILP) as required by the Induction activities (2 observations required each year);
  - 24) In the event of need, provide Mentor release time for Mentor training as required by the Induction program (for the Mentor's first and second years);
  - 25) Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities;
  - 26) Process payment for authorized contracted services; and
  - 27) Provide projection estimates of participating Teachers for the 2024-2025 school year to California Agricultural Teachers' Induction Program by **May 15, 2024** for continuing participants and in a timely manner, **June 30, 2024** onward, for new participants.

## **Responsibilities – Fiscal**

- A) CATIP, in its association with YSCTC and DJUSD (accrediting agency with certification capacity as LEA), agrees to the overall fiscal responsibility for the funding of the administration of the program, including:
- 1) Invoice the District through the Accounts Payable contact (named in 'Responsibilities-General B.2') for each credential candidate per billing method selected below:
    - Billing will occur in September for \$2,550 per academic year with a **Net 30-day**.
    - Billing will occur in September for the amount of \$1,275 and January in the amount of \$1,275 to total \$2,550 per academic year with a **Net 30-day** return on each billing.
    - Candidate Self-Pay: Billing will occur monthly, beginning September through February with a **Net 30-day** return. 6-installments in the amount of \$425, to total \$2,550 per academic year.
    - District and Candidate will split costs in the following manner (to total \$2,550):
      - District agrees to be responsible for the following amount:
      - Candidate Teacher agrees to be responsible for the following amount:
  - 2) Assume overall fiscal responsibility for the administration of Induction funds and documentation required by the CDE and CCTC;
  - 3) Develop and maintain a balanced budget that reflects program priorities and implementation of the approved induction plan;
  - 4) Abide by the Teacher Expenditure Guidelines;
  - 5) Provide a stipend payment for each program Facilitator in accordance with CATIP Consortium and Facilitator memorandum of understanding.



# California Agricultural Teachers' Induction Program (CATIP)

## 2023-2024 MEMORANDUM OF UNDERSTANDING

B) The District agrees to:

- 1) Approve the designation of a Mentor<sup>1</sup>, by CATIP, to each credential candidate (novice teacher) within the first 30 days of the participant's enrollment in the program;
- 2) Coordinate any potential compensation of the identified Mentor<sup>1</sup> at the District's rates and policies. Any remuneration to the mentor will be outside of CATIP's purview, and above the annual program cost named herein;
  - i) Compensation to the mentor is suggested to be \$2,000/candidate/year, but is at the absolute discretion of the District's policies, hiring practices, and collective bargaining obligations.
- 3) Compensate the identified Mentor for each Teacher Candidate according to rates, policies and procedures at the District-level.
- 4) The California Agricultural Teachers' Induction Program must be informed of any changes to this language at least two weeks prior to the start of the Mentor's obligation to their candidate(s);
- 5) Payment for services from the California Agricultural Teachers' Induction Program to be **\$2,550** per Teacher Candidate per year, non-refundable, no proration;
- 6) Process Mentor and other payments in a timely way based upon approved MOUs and other budget documents; and
- 7) Provide Mentors and Teacher Candidates release time for training and observation in accordance with CTC regulations and program (CATIP) guidance.

### **Program Participation**

Insofar as permitted by law, Davis Joint Unified School District (LEA for YSCTC and CATIP) shall assume the defense and hold harmless District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of Davis Joint Unified School District, its officers, agents or employees, arising out of its performance under the terms of this agreement.

Insofar as permitted by law, the District shall assume the defense and hold harmless the Davis Joint Unified School District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of the District, its officers, agents or employees, arising out of their performance under the terms of this agreement.

### **Compliance with Applicable Laws**

This Memorandum of Understanding shall comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable.

### **Other Conditions**

Any and all products developed by California Agricultural Teachers' Induction Program are the exclusive property of the California Agricultural Teachers' Induction Program. Schools, districts, their employees, staff and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the written permission of the California Agricultural Teachers' Induction Program.

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<sup>1</sup> The District approves Mentors who:

- Possess a valid Professional Clear Teaching Credential and a minimum of 5 years of verified effective teaching experience in the context and content area of the candidate's teaching assignment (i.e. similar teaching assignment, grade level, type of school, etc.);
- Have been identified by CATIP, attend professional development organized by CATIP, and are agricultural educators in good standing with CATIP;
- Have a demonstrated commitment to professional learning and collaboration;
- Have the time, ability, willingness, and flexibility to meet candidates' needs for support; and
- Will act as an ambassador of the California Agricultural Teachers' Induction Program.




# California Agricultural Teachers' Induction Program (CATIP) 2023-2024 MEMORANDUM OF UNDERSTANDING

## Signing Process:

1. The School District gains approval and completes appropriate signatures through district processes and policies;
2. The School District Returns signed MOU to CATIP office via email (Jessica Cardoso - jcardoso@yscenter) OR regular postal service (DJUSD, c/o Jessica Cardoso YSCTC, 526 B Street, Davis, CA 95616); OR uploaded to this Google Folder
  - a. This shall be completed by September 1st for candidates enrolling in the program by September 1st, and by February 1st for those candidates enrolling mid-year.
3. CATIP will place MOU on DJUSD Board of Education Agenda for consent and signature;
4. CATIP will return a fully executed copy of this document to the School District for its records.

The parties signed below, as the signatory representatives for their associated organizations, affirm their commitment to the stipulations outlined in pages 1 through 4 above.

  
\_\_\_\_\_  
Signature  
**Greg F. Hawkins**  
\_\_\_\_\_  
Printed Name  
**Superintendent**  
\_\_\_\_\_  
Title  
**ghawkins@frjUSD.org**  
\_\_\_\_\_  
Email  
**Fall River Joint Unified School District**  
\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature  
**Bruce Colby**  
\_\_\_\_\_  
Printed Name  
**Associate Superintendent of Business Services**  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date  
**Davis Joint Unified School District**  
\_\_\_\_\_  
Organization

*Superintendent*  
Greg Hawkins

## FALL RIVER JOINT UNIFIED SCHOOL DISTRICT



*Governing Board*  
President: Richard Dougherty  
Clerk: Megan Estes  
Trustee: John Hamilton  
Trustee: Jack Hathaway  
Trustee: Jeanne Norris

August 1, 2023

Shasta Green has donated (2) units of lumber to the Fall River Joint Unified School District.

Rodd Taylor

## FALL RIVER JOINT UNIFIED SCHOOL DISTRICT

Superintendent  
Greg Hawkins



*"Education is Power"*

*Governing Board*  
President: Richard Dougherty  
Clerk: Megan Estes  
Trustee: John Hamilton  
Trustee: Jack Hathaway  
Trustee: Jeanne Norris

August 4, 2023

To the Fall River Joint Unified School District Board of Trustees:

Elizabeth Guerrero has applied and been approved for a \$4,000 stipend for the Administrator Preparation Credential Program.

Greg Hawkins

Superintendent

Fall River Joint Unified School District  
Policy 5131.61

STUDENTS  
Drug Testing

DEFINITIONS:

Drug: Any substance considered illegal or controlled by the Food and Drug Administration.

Student Athlete: Any student participating in athletic practices and/or contests under the control and jurisdiction of the Fall River Joint Unified School District.

Sport Season: Fall, Winter, and Spring seasons begin on the first day of practice allowed by the California Interscholastic Federation or the Fall River Joint Unified School District and end the day prior to the beginning date of practice of the next season.

The Governing Board recognizes that a student athlete under the influence of a drug endangers himself/herself and all other players. In order to protect the health and safety of all athletes as well as providing a compelling reason for students to say “no” to drug use, the District is establishing a mandatory, random, urinalysis drug testing program for all students participating in District athletics.

The Superintendent or designee shall establish drug testing procedures that ensure appropriate individual privacy for athletes while maintaining the viability of the process. Punitive action shall be taken against any student who tests positive as prescribed in administrative regulations.

Legal Reference:

EDUCATION CODE

44049 Known or suspected alcohol or controlled substance abuse by student

48900 Suspension or expulsion (grounds)

48900.5 Suspension, limitation on imposition; exception

51262 Use of anabolic steroids; legislative finding and declaration

Vernonia School District v. Acton, 115 S Ct. 2385 (1995)

Policy adopted 12/4/96

Regulation 5131.61

STUDENTS  
Drug Testing

**RANDOM DRUG TESTING OF STUDENT ATHLETES**

The Governing Board recognizes that a student athlete under the influence of a drug endangers himself/herself and all other players. In order to protect the health and safety of all athletes as well as providing a compelling reason for students to say "no" to drug use, the District has established a mandatory, random, drug testing program for all athletes, pep squad members, and ASB Officers.

The Superintendent or designee shall establish drug testing procedures that ensure appropriate individual privacy for athletes while maintaining the viability of the process. Punitive action shall be taken against any student who tests positive as prescribed in administrative regulations.

**PROCEDURES:**

**Student Selection:** All student athletes, pep squad members, and ASB Officers may be tested for the presence of illegal drugs during each sport season and shall be subject to additional random testing during the entire season.

**Parental Consent:** Students desiring to participate in a district athletic program shall first provide their parent/guardian's written consent for testing.

**Medication:** Before drug testing occurs, students who have been or are presently taking prescription medication shall present either a copy of the prescription or a physician's written verification of this fact.

**Positive Test:** If a student's initial drug test is positive, a second test shall be administered on the same sample as soon as possible to confirm the results. Parents/ guardians shall be notified after the second positive test results are confirmed. If the second test is negative, no further action will be taken.

**CONSEQUENCES:**

1<sup>st</sup> Offense      Suspension from team activities or office for 4 weeks and a minimum of 2 interscholastic contacts. Athletes must practice with the team during this time. The student must be on the bench at home games (in street clothes) and will not travel with the team. Parent notification. This consequence carries over into the next season of sport. Drug test before returning to sports or activities.

2<sup>nd</sup> Offense      Removal from teams, activities or office for remainder of the current season and the next athletic season. Drug test before returning to sports or activities. Parent notification.

3<sup>rd</sup> Offense      Suspension from athletic participation or office for remainder of school attendance in the district. Parent notification

Regulation adopted 12/4/96  
Revised      6/20/01, 1/14/04  
E 5131.61

**GENERAL AUTHORIZATION FORM**

I understand fully that my performance as a participant and the reputation of my school are dependent, in part, on my conduct as an individual. I hereby agree to accept and abide by the standards, rules, and regulations set forth by the Fall River Joint Unified School District Board of Trustees for the activity in which I participate.

I authorize the Fall River Joint Unified School District to conduct a test on a specimen, which I provide to test for drugs and/or alcohol use. I also authorize the release of information concerning the results of such a test to the Superintendent or designee and to my parents or guardians.

This shall be deemed a consent pursuant to the Family Education Right to Privacy Act for Release of the above information to the parties named above.

---

Student Signature

---

Parent/Guardian Signature

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Address

---

Date

Revised: 10/25/99, 1/14/04

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
FALL RIVER JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION 1-2023/2024**

**DESIGNATION OF THE OFFICIAL REPRESENTATIVE AND ALTERNATE REPRESENTATIVE TO THE SHASTA-TRINITY SCHOOLS INSURANCE GROUP JOINT POWERS AUTHORITY BOARD OF DIRECTORS**

**WHEREAS**, the Fall River Joint Unified School District is a member of the Shasta-Trinity Schools Insurance Group Joint Powers Authority;

**AND WHEREAS** a representative and an alternate representative are required to be designated by each member district;

**RESOLVE** the Governing Board of the Fall River Joint Unified School District of Shasta County, in a regular public meeting assembled this 9th day of August 2023, designates June Pellegrino, Personnel Supervisor, as the official representative to the Shasta-Trinity Schools Insurance Group’s Board of Directors, and Teresea Spooner, as the official alternate representative; Said representative(s) is authorized to sign documents and perform all items pertaining to the interest of the Board of Directors as a legislative body pursuant to the terms of the Shasta-Trinity Schools Insurance Group Joint Powers Authority Agreement.

**BE IT FURTHER RESOLVED** that the designated official representative or designated official alternate representative, whichever is present, but not both, may vote on the Fall River Joint Unified School District behalf to expand the lines of coverage provided by the Shasta-Trinity Schools Insurance Group to include any other risk management, insurance, or self-funded program(s) authorized by law.

The above resolution was moved by member \_\_\_\_\_,

seconded by member \_\_\_\_\_,

and passed and adopted this 9<sup>th</sup> day of August, 2023, by the

following vote.

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

(Clerk)Signature

Print Name

Title



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: \_\_\_\_\_  
 Revised Declaration of Need for year: 2023-2024

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Fall River Joint Unified District CDS Code: 69989  
 Name of County: Shasta County CDS Code: 45

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 09 / 2023 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

Submitted by (Superintendent, Board Secretary, or Designee):

Greg F. Hawkins *Greg F. Hawkins* Superintendent  
Name Signature Title

530-335-3115 530-335-4538 7/17/23  
Fax Number Telephone Number Date

20375 Tamarack Avenue, Burney, CA 96013  
Mailing Address

ghawkins@frjUSD.org  
E-Mail Address

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

*Processed: 7/26/23 SD*



The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

<b>Type of Emergency Permit</b>	<b>Estimated Number Needed</b>
CLAD/English Learner Authorization (applicant already holds teaching credential)	2 _____
Bilingual Authorization (applicant already holds teaching credential)	2 _____
List target language(s) for bilingual authorization: <u>Spanish</u>	
Resource Specialist	1 _____
Teacher Librarian Services	_____ _____

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	6
Single Subject	10
Special Education	4
TOTAL	20

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
English	1
Foreign Language - Spanish	2
Math	3
Music	1
Physical Education	1
Science	1
Social Studies	1

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?

Yes  No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program?

Yes  No

If yes, how many interns do you expect to have this year? 11

If yes, list each college or university with which you participate in an internship program.  
CalState TEACH / Chico State University / National University / Simpson University

\_\_\_\_\_  
\_\_\_\_\_

If no, explain why you do not participate in an internship program.

\_\_\_\_\_  
\_\_\_\_\_

## FALL RIVER JOINT UNIFIED SCHOOL DISTRICT-- FOOD SERVICE DEPARTMENT

### CODE OF CONDUCT POLICY

The Fall River Joint Unified School District will conduct all procurement transactions in compliance with the regulations and state laws included in Title 2, *Code of Federal Regulations* (2 *CFR*), sections 200.318(c)(1)(2), and 400.2(b)(1), and *California Government Code (GC)*, sections 1090 and 87100 et seq.

Employees, officers, and agents of the Fall River Joint Unified School District who participate in the selection, award, or administration of a contract must read, sign, and agree to abide by the Fall River Joint Unified School District Code of Conduct annually, by September 1 of each year.

**Conflict of Interest Policy:** No employee, officer, or agent of the Fall River Joint Unified School District may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

**Fall River Joint Unified School District Gratuities, Favors, and Gifts Policy:** The officers, employees, and agents of the Fall River Joint Unified School District may never solicit gratuities, favors, gifts or anything of monetary value from contractors or parties to subcontracts. However, officers, employees, and agents may accept unsolicited gratuities, favors, and gifts when the value is nominal, which the Fall River Joint Unified School District has established as \$25 or less per gift, not to exceed \$200 per vendor per school year.

The terms gratuities, favors, and gifts include discounts, entertainment, hospitality, loans, forbearance, services, training, transportation, lodging, and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.

No gift or prize over the documented value of over \$25 can be accepted. If a gift or prize is received that is over the \$25 limit, the gift must be returned to the vendor with an explanation provided as follows: Thank you for your gift; however, the Fall River Joint Unified School District staff is not allowed to accept gratuities, favors, or gifts that exceed \$25 per gift or \$200 cumulatively per school year.

All gifts are to be documented and reported on the Fall River Joint Unified School District Gift Form, maintained by the Fall River Joint Unified School District Food Service Department's Food Service Director. These forms are to be kept for a minimum of the current year plus three additional years.

**Fall River Joint Unified School District Disciplinary Action Policy:** Penalties for violations of the Fall River Joint Unified School District Code of Conduct may include any or all of the following:

- Reprimand or other disciplinary action (e.g., suspension without pay) by Fall River Joint Unified School District board
- Dismissal by school board
- Additional legal action necessary

**Fall River Joint Unified School District Volunteer Policy:** If an employee, officer, or agent of Fall River Joint Unified School District is found to be in a paid or volunteer capacity in any organization that does business with or receives funds from the Fall River Joint Unified School District, the employee, officer, or agent is subject to suspension or possible termination.

**Fall River Joint Unified School District Organizational Conflict of Interest Policy:** Agencies with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, must maintain written standards of conduct covering organizational conflicts of interest.

**California GC, Section 87100 et seq.:** Requirements that each designated employee, other than those specified in California GC, Section 87200, file statements at times and under circumstances described in this section, disclosing reportable investments, business positions, interests in real property and income. The information disclosed with respect to reportable investments, interests in real property, and income shall be the same as the information required by sections 87206 and 87207. The first statement filed under a Conflict of Interest Code by a designated employee shall disclose any reportable investments, business positions, interests in real property, and income. An initial statement shall be filed by each designated employee within 30 days after the effective date of the Conflict of Interest Code, disclosing investments, business positions, and interests in real property held on the effective date of the Conflict of Interest Code and income received during the 12 months before the effective date of the Conflict of Interest Code.

- If applicable, Fall River Joint Unified School District employees who make or influence governmental decisions are to submit a Statement of Economic Interest, Form 700, annually.

By signing below annually, I acknowledge that I fully understand and agree to abide by the policies of the Fall River Joint Unified School District Code of Conduct.

\_\_\_\_\_  
Officer, Agent, or Employee Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\*This institution is an equal opportunity provider.

Superintendent  
Greg F. Hawkins



Governing Board  
President: Rick Dougherty  
Clerk: Megan Estes  
Trustee: John Hamilton  
Trustee: Jack Hathaway  
Trustee: Jeanne Norris

"Education is Power"

**To:** Fall River Joint Unified School District Board of Trustees  
**From:** June Pellegrino, Personnel / Human Resources  
**Date:** August 9, 2023  
**Subject:** Request for the Issuance of a Provisional Internship Permit

### **BACKGROUND**

The Commission on Teacher Credentialing requires that districts make every effort to find fully qualified individuals for all teaching positions. If a district is unable to do so, the Commission allows districts to hire an individual under a Provisional Internship Permit.

For additional information regarding Provisional Internship Permits please see the Commission on Teacher Credentialing website: <http://www.ctc.ca.gov/> and the leaflet Provisional Internship Permit.

### **CURRENT CONSIDERATION**

Fall River Elementary school is in need of a fourth grade teacher. The District has made every effort to find a fully qualified teacher but has been unable to fill this vacancy.

Rosa "Yadira" Contreras Garcia is currently enrolled in Chico State University and has begun the process for a Multiple Subject Teaching Credential.

The Fall River Joint Unified School District would like to offer Rosa "Yadira" Contreras Garcia the Fall River Elementary school fourth grade teacher position. In order to do so, the District will need to apply for a Provisional Internship Permit on her behalf.

### **RECOMMENDATION**

It is the Superintendent's recommendation that the Board of Trustees approve the request for a Provisional Internship Permit on behalf of Rosa "Yadira" Contreras Garcia.

Superintendent  
Greg F. Hawkins



Governing Board  
President: Rick Dougherty  
Clerk: Megan Estes  
Trustee: John Hamilton  
Trustee: Jack Hathaway  
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### **CURRENT CONSIDERATION**

Burney Elementary school is in need of a first grade teacher. The District has made every effort to find a fully qualified teacher but has been unable to fill this vacancy.

Stephanie Rosemeyer is currently enrolled in CalState TEACH and has begun the process for a Multiple Subject Teaching Credential.

The Fall River Joint Unified School District would like to offer Stephanie Rosemeyer the Burney Elementary school first grade teacher position. In order to do so, the District will need to apply for a Provisional Internship Permit on her behalf.

### **RECOMMENDATION**

It is the Superintendent's recommendation that the Board of Trustees approve the request for a Provisional Internship Permit on behalf of Stephanie Rosemeyer.