

Name of Authorized Representative and Title:	
Signature of Authorized Representative:	
Date:	

Jan. 2023



AGREEMENT FOR CONTRACT SERVICES

This Agreement is made and entered into this Monday, December 11, 2023 by and between the FALL RIVER JOINT UNIFIED SCHOOL DISTRICT, hereinafter Referred to 'FRJUSD", and Candee Parker dba Candee's Dance Shoppe, hereinafter referred to as 'CONTRACTOR."

1. TERM. The term of this Agreement shall be for the period December 11, 2023 - May 30, 2024.
2. SERVICE. The CONTRACTOR shall furnish the following services (state specifically the materials and/or equipment to be provided by CONTRACTOR)VAPA instruction for TK - 6th grade students at both Fall River Elementary School and Burney Elementary School.
3. LOCATION. Fall River Elementary School at 24977 Curve Street, Fall River Mills & Burney Elementary School at 37403 Toronto Ave, Burney
4. ~~FRJUSD'S OBLIGATIONS: Notify Candee of any schedule changes 24 hours in advance if known.~~
5. COMPENSATION. In consideration of the services to be rendered, FRJUSD Agrees to pay CONTRACTOR \$60 per hour for services rendered. (This comes out to about \$26,400 for 22 weeks)
Monthly Invoices stating the dates and times of service must be presented to Accounts Payable, at the district office, for processing.
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.

EMAILED


11/3/23 TS

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. STATUS OF POSITION. 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.
8. 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 here of 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.
9. 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 8.
10. Complete a W-9 form.

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

11/3/23
Date:

CONTRACTOR



DBA Candle's Dance Shoppe

11/1/23
Date:



DATA SHARING AND SERVICES AGREEMENT

Between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

On behalf of:

The California College Guidance Initiative

And

FALL RIVER JOINT UNIFIED SCHOOL DISTRICT

Agreement No. 00008495

This Data Sharing and Services Agreement (“Agreement”) is entered into by and between the Foundation for California Community Colleges, a nonprofit 501(c)(3) organization ("Foundation"), on behalf of the California College Guidance Initiative ("CCGI"), and the **FALL RIVER JOINT UNIFIED SCHOOL DISTRICT** (“District”), to set forth the roles and responsibilities of the Parties related to District’s uploading of its students Education Records to www.CaliforniaColleges.edu or hereinafter ("CaliforniaColleges Website") and Foundation’s provision of account support services on the CaliforniaColleges Website.

I. RECITALS

WHEREAS, Foundation is the official nonprofit organization supporting the California Community College Chancellor's Office and the California Community Colleges Board of Governors and its mission to benefit, support and enhance the California Community College system;

WHEREAS, CCGI is operated by the Foundation on behalf of the State of California, in order to ensure the awareness and utilization of online planning tools in K-12 districts and systematic baseline guidance and support for 6th-12th grade students as they plan, prepare and finance college;

WHEREAS, CCGI’s tools and services constitute the K-12 student, family and educator facing tools for college planning and transition under California’s Cradle to Career Data System, and are codified in Ed Code Section 60900.5;

WHEREAS, CCGI is the State of California’s official provider of technical assistance regarding a-g course alignment to the Course Management Portal and to provide a one stop platform for college planning;

WHEREAS, CCGI is authorized and funded by the state to provide these services to all K-12 districts serving 6th-12th grade students, free of charge;

EMAILED
11/28/23 SA

WHEREAS, CCGI transmits student transcript data across institutions to help inform admissions, enrollment, placement, guidance and financial aid at institutions of higher education;

WHEREAS, the Family Educational Rights and Privacy Act ("FERPA"), 34 CFR §99.31(a)(1)(i)(B) and the California Education Code, §49076 (a)(2)(G), allow District to disclose student data to Foundation, without parental consent, in order to provide services to District that District otherwise could have provided with its own employees; and

WHEREAS, the purpose of this Agreement is to set forth the roles and responsibilities of the Parties related to District's uploading of Education Records to the CaliforniaColleges Website and Foundation's provision of technical assistance and account support services on the CaliforniaColleges Website.

THEREFORE, the Parties desire and agree to enter into this Agreement in furtherance of the purpose stated below.

II. DEFINITIONS

The following capitalized terms when used in this Agreement shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined in this Agreement.

"Agreement" shall have the meaning set forth in the preamble above and includes all exhibits (see below), schedules and other attachments hereto, as each may be amended in a writing signed by both Parties from time to time.

Exhibit A: Data Privacy and Security Addendum

Exhibit B: Data File Technical Specifications

"Business Day" shall mean a Monday, Tuesday, Wednesday, Thursday, or Friday, but excluding (i) any day on which national banks having banking offices in either Sacramento or Los Angeles, California are authorized by law to remain closed and (ii) those days, not to exceed eleven (11) in any calendar year, which Foundation and/or District treats as a holidays but would otherwise be Business Days.

"Confidential Information" shall mean any and all information, data, Software (as defined below), know-how and intellectual property of a confidential or proprietary nature, including but not limited to, information, data, Software, know-how and intellectual property relating to (a) technical, scientific, developmental, marketing, manufacturing, sales, operating, performance and cost matters, (b) processes, (c) designs and (d) techniques, in any and all forms in which the foregoing may appear including, but not limited to, all record-bearing media containing or disclosing any of the foregoing. Confidential Information shall include, but not be limited to, all information, data, Software, know-how, and intellectual property that is (a) marked as "confidential" or "proprietary" at the time it is provided by or on behalf of the Party providing it, (b) expressly stated by or on behalf of the Party providing it to the Party receiving it at the time of disclosure to be considered confidential or proprietary, or (c) would under the circumstances be recognized by someone generally experienced in business affairs to be confidential or proprietary.

“CaliforniaColleges Website” shall mean the Internet website located at www.CaliforniaColleges.edu. The Foundation is responsible for directly contracting and compensating a third-party technology vendor (“Vendor”) for the continued operation and maintenance of www.CaliforniaColleges.edu under a separate agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, attached to this Agreement as **Exhibit A**, and herein incorporated by reference. This definition shall also include any successor website thereto including any such site established on some other form of interactive digital or electronic communications offered over or via any alternative or successor broad band or narrow band network or method of broadcast including wireless, intranets, extranets, and interactive television or cable.

“Data Breach” shall mean actual evidence of the loss or unauthorized access to, or unauthorized use of Student Data (as defined below) uploaded to the CaliforniaColleges Website.

“Education Record” shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

“Effective Date” shall have the meaning set forth in Section III.A of this Agreement.

"Eligible Student" shall mean a student who has reached 18 years of age or is attending an institution of postsecondary education.

“Misuse” shall have the meaning as set forth in Section IX.A of this Agreement.

“Party” or “Parties” shall mean either Foundation, on behalf of CCGI, or District, or both.

“Student Data” shall mean any information (a) contained in a student's Education Record maintained by or for the District and provided to the CaliforniaColleges Website by an employee or agent of the District; or (b) acquired directly from a student or parent or legal guardian of the student through the use of the CaliforniaColleges Website, as assigned to the student or parent or legal guardian by District. Student Data includes Personally Identifiable Information (defined below). Student Data does not include information created by a student, including, but no limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of that information.

“Services” means the services and levels of support offered by Foundation and accepted by District, as described in Section V.D of this Agreement.

“Software” shall mean, at a minimum, the computer programs, in machine-readable object code and source code, created by Vendor, pursuant to its separate agreement with the Foundation, in order to develop, operate and maintain the CaliforniaColleges Website.

"Personally Identifiable Information" or “PII” shall have the meaning specified in FERPA regulations, 34 CFR §99.3.

“System User” shall mean any student or parent whose Student Data are disclosed to the CaliforniaColleges Website by the District or by a student (or parent) who is assigned to use the CaliforniaColleges Website by the District.

Any other capitalized terms used in this Agreement that are not defined in this Section or in any exhibit, schedule or other attachment that is expressly incorporated into this Agreement, shall have the meaning given to them in this Agreement.

III. TERM AND TERMINATION

A. Term. This Agreement will be deemed to be effective as of the date the Agreement is fully executed by all signatories to the Agreement (“Effective Date”) and will continue until terminated by either party pursuant to Section III(B), (C), or (E). No fees will be assessed under this Agreement while CCGI continues to be the provider of operational tools for the State of California.

B. Termination for Convenience. The Parties shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section X of this Agreement at least thirty (30) calendar days in advance of the Termination Date.

C. Termination for Cause. Either party shall have the right to terminate the Agreement immediately upon written notice to the other Party upon the occurrence of a material breach of this Agreement, including a material breach with respect to the any representations and warranties which remain uncured for more than sixty (60) days after the non-breaching Party provides notice of such material breach to the other Party.

D. Handling of Data Following Termination of Agreement

1. **Deletion of Data.** Education Records provided under the Agreement shall be destroyed by Foundation and Vendor upon termination of this agreement or within thirty (30) days from the date on which District requests destruction of the data or determines that such student data are no longer needed for the purposes of this Agreement. In order to commence the procedure for requesting destruction of Education Records, District shall provide written notice to the Foundation as specified in Section X, requesting destruction of the data. Upon receipt of District’s written notice, the Foundation and Vendor agree to use reasonable commercial efforts to certify within thirty days (30) after the Termination Date that Education Records are no longer retained or accessible to the Foundation and Vendor.

2. **Requests for Return of Data to District.** In lieu of destruction of Education Records, as provided in Sec. III.D.1, the District may request return of the data. In the event of such a request, the District shall provide thirty days (30) advance written notice to the address listed in Section X of this Agreement to the Foundation. Upon request and notice by District in accordance with this Section III.D.2, Foundation shall provide assistance with the migration and conversion of historical data in a flat file or other format reasonably requested by District and reasonably acceptable to Foundation. District shall be responsible for all costs and expenses associated with

such requests including but not limited to costs for migration and data conversion and shall otherwise cooperate with Foundation to transfer such data to the District.

3. Retention of Student Data by the System User after Termination. The Parties acknowledge and agree that the requirements provided in Section III.D.1 shall not apply to Student Data if the student or the student's parent supplied such Student Data to CaliforniaColleges Website and elects upon termination of the Agreement to continue to maintain a personal account with Foundation: (1) for the purpose of storing their individual data; (2) in the event the student or parent elects to retain their data in the CCGI Program for purposes of continuing to obtain the benefits of participation in the CCGI Program.

E. Termination for Funding Contingency: It is mutually understood and agreed that if the Foundation does not receive sufficient funding from the State of California to provide the Services described in this Agreement, Foundation may without penalty, terminate this Agreement by providing District with written notice of termination in accordance with Section X of this Agreement at least fifteen (15) calendar days in advance of the Termination Date.

IV. DISTRICT RESPONSIBILITIES

A. Data Sharing

1. District shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in **Exhibit A**.

2. District shall upload course catalog files at least once a year to enable the use of academic planning tools by a student planning coursework at a District high school.

3. District agrees to verify accuracy of courses entered by District into the University of California ("UC") Course Management Portal at the UC Office of the President.

4. District agrees to upload Education Records, in accordance with the **Data File Technical Specifications**, attached as **Exhibit B** to this Agreement, and hereby incorporated by reference.

B. Implementation

1. District shall make staff, appropriate technology resources, and space available for ongoing professional development and user support.

2. District agrees to collaborate with Foundation staff to provide both individual user experience and technical feedback in order to improve implementation for all System Users.

3. District agrees to identify a Point of Contact (POC) to (1) assist the Foundation during implementation phase including providing any necessary support to Vendor; and (2) navigate or immediately report any issues regarding availability of the CaliforniaColleges Website.

V. FOUNDATION RESPONSIBILITIES

A. Data Ownership. Foundation acknowledges and agrees that Education Records provided by the District continue to be the property of and under the control of the District.

B. Compliance with Laws. Foundation shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in **Exhibit A**.

C. Technical and Service Level Support. The CaliforniaColleges Website is operated and maintained by Vendor. All service level support for the CaliforniaColleges Website is provided directly by Vendor. Districts should reach out to Contact Us in order to facilitate communication with Vendor regarding technical issues with CaliforniaColleges Website.

D. Scope of Services. “Services” means the enhanced services and levels of support offered by Foundation under this Agreement or on the CaliforniaColleges Website that are only possible when students’ transcript data is uploaded to their accounts.

1. Foundation shall provide the necessary support for the integration of Education Records and Student Data into individual student accounts on the CaliforniaColleges Website. Foundation agrees to cooperate with representatives from the District to ensure the data is properly uploaded in CCGI’s file format and in accordance with the requirements and instructions as more fully set forth and incorporated herein as **Exhibit B** to this Agreement.
2. Education Records and Student Data will be maintained and processed by CCGI on behalf of the District in a manner that meets the standards of the California Community Colleges, California State University (“CSU”), California Student Aid Commission (CSAC), and University of California systems for verified transcript data.
3. Foundation will provide an audit report of District’s a-g course listings in the UC Course Management Portal database to identify discrepancies. Foundation agrees to provide technical assistance, guidance and support to District staff for purposes of reconciliation of any identified discrepancies.
4. CSU and UC eligibility analyses, both individual student reports and aggregate tracking and reporting capability for counselors.
5. Ability for students to auto-populate applications for admission to all CSU campuses with course data from their individual account on the CaliforniaColleges Website, when such data matches to the Course Management Portal at the University of California Office of the President (CMP), and which enables students, their families and educators in their school and District to track application submission.
6. Ability for students to launch their Application to the California Community Colleges using the CCCApply platform in a manner that tracks submission on the CaliforniaColleges Website.

7. Ability for students to launch their application for admission to the University of California using the UC Application in a manner that tracks submission on the CaliforniaColleges Website.
8. Ability for students to initiate their Free Application for Federal Student Aid (“FAFSA”) from within the CaliforniaColleges.edu, in a manner that allows students, their families and educators at their school site or District to track the launch of this application and which enables CCGI to provide the California Student Aid Commission with information that supports the Cal-grant eligibility determination process.
9. Ability for students to launch additional college and financial aid applications as additional institutions develop articulation agreements with the Foundation, on behalf of CCGI.
10. The following services and supports for participating Local Educational Agencies (“LEA”):
 - a) Technical assistance to support alignment between LEA’s a-g course list in the UC Course Management Portal (“CMP”) and the district Student Information System (“SIS”).
 - b) Training opportunities.
 - c) Implementation planning and support for strategic goal setting.
 - d) User support to respond to student, educator, and/or parent questions or other inquiries.

VI. FEES AND PAYMENT FOR SERVICES

1. Foundation will provide the Services under this Agreement to District free of charge as long as Foundation continues to receive funding from the State of California as part of the Cradle to Career Data System.
2. In the event that funding from the State of California is not sustained in future years, the Parties understand that the Foundation will assess and charge a fee for services provided to the District. In the event a fee is assessed, this Agreement will be amended, in writing, to affect that arrangement. Foundation shall provide District with a 90-day notice if funding from the State of California’s is reduced or discontinued.

VII. INTELLECTUAL PROPERTY

A. Data Ownership. Foundation acknowledges and agrees that Education Records provided by the District continue to be the property of and under the control of the District.

B. Proprietary Rights and Licenses

1. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Foundation reserves all of its rights, title and interest in and to the Services, including all of

Foundation's related intellectual property rights in the Software. No rights are granted to District hereunder other than as expressly set forth herein.

2. License by District to Use Feedback. District grants to Foundation a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by District or Users relating to the operation of the Services.

VIII. INDEMNIFICATION AND INSURANCE

A. Indemnification Obligations of the Parties in the Event of A Data Breach

1. Foundation

a) Foundation's indemnification obligations under this Section VIII.A.1 of this Agreement shall continue in full force and effect during the Term of this Agreement.

b) Foundation shall, at its own expense, indemnify, defend, and hold harmless District from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that the Loss arises solely from Foundation's loss or unauthorized access or use of Student Data and does not arise as the result of: (1) any Misuse by District as defined in Section IX.A of this Agreement; (2) any action or inaction by District or any officer, director, employee, affiliate, contractor, or subcontractor of District; or (3) any action or inaction by a System User.

c) District shall promptly (and in no event more than ten (10) calendar days after District receives notice of a potential or actual Loss) notify Foundation of such Loss that may give rise to an obligation of Foundation under this Section VIII.A.1.

d) Foundation promptly takes reasonable actions, if any, to mitigate the harm caused as a result of the data loss or disclosure.

2. District

a) District's indemnification obligations under this Section VIII.A.2 of this Agreement shall continue in full force and effect during the Term of this Agreement.

b) District shall, at its own expense, indemnify, defend, and hold harmless Foundation from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that: the Loss arises solely from District's Misuse of the CaliforniaColleges Website or System or any action or inaction by District or any officer, director, employee, affiliate, contractor, or subcontractor of District

B. Mutual Indemnification. Each Party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, trustees, officers, employees, agents (collectively "Indemnitees") against any and all liability, claims, demands, suits, losses, costs, legal fees including reasonable attorneys' fees, personal injury or illness and/or death, resulting from,

arising out of, or connected with (a) Indemnitor's performance or omissions related to same under this Agreement, except as otherwise provided in Section VIII.A above; (b) any breach by Indemnitor of this Agreement. The Indemnitee must approve the extension of all settlement offers proposed by the Indemnitor and Indemnitee's approval shall not be unreasonably withheld. The Indemnitor shall furnish Indemnitees with all related evidence in its control. Nothing in this Agreement shall constitute a waiver of limitation of any rights which Indemnitees may have under applicable law.

C. Insurance

1. **District.** At District's sole cost and expense, District will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of District and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. The Commercial General Liability Policy shall name Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds. District, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish Foundation with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by District and/or Indemnitor shall be primary, and not contributory, to any insurance carried by Foundation.

2. **Foundation.** At Foundation's sole cost and expense, Foundation will obtain, keep in force, and maintain insurance as listed below. Coverage required will not limit any liability of Foundation and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. Foundation, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish District with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by Foundation and/or Indemnitor shall be primary, and not contributory, to any insurance carried by District.

IX. GENERAL TERMS AND CONDITIONS

A. Misuse of California Colleges Website. District acknowledges and agrees that this Section IX.A shall set forth the certain acts which shall either singularly or collectively constitute ("Misuse") under this Agreement. The Parties agree that the below Sections IX.A.1 through IX.A.8 shall not be construed to limit Foundation with respect to a determination of any other acts which may constitute Misuse under this Agreement, and which may not otherwise be included in this Section IX.A in Foundation's sole discretion. District agrees that it shall not, nor allow any System Users under the direct control of District to engage in any of the acts as set forth below:

1. Access or use CaliforniaColleges Website in breach of the terms of this Agreement;
2. Access or use CaliforniaColleges Website in violation of applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or data protection laws, rules, regulations or directives;
3. Access or use CaliforniaColleges Website for any unauthorized, fraudulent or malicious purpose;
4. Access or use CaliforniaColleges Website in a manner that could damage, disable, overburden or impair the CaliforniaColleges Website so as to diminish or destroy Foundation or Vendor's ability to provide CaliforniaColleges Website to System Users;
5. Share, obtain or use, or attempt to share, obtain or use, CaliforniaColleges Website related access codes or passwords;
6. Engage in any act that would cause Foundation or Vendor's failure in maintaining the integrity of CaliforniaColleges Website;
7. Engage in any use of CaliforniaColleges Website or engage in any acts which could substantially interfere with or substantially degrade the website and impact System Users;
8. Violate the CaliforniaColleges Website Terms of Use, or violate the terms of use for any Foundation or third party applications hosted by or accessible within CaliforniaColleges Website for utilization by System Users.

B. Confidential Information

1. District and Foundation each agrees that (i) it shall receive and use the Confidential Information it receives (in such capacity a "Recipient") in connection with this Agreement from the other Party (in such capacity a "Discloser") solely for the purposes contemplated by this Agreement, (ii) it shall not use any such Confidential Information for any other purpose, and (iii) it shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser. All Confidential Information provided in connection with this Agreement:
 - a) Shall not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except those of its own employees and professional advisors who have a reasonable need to know said Confidential Information for the purpose or purposes described above, who are informed of the confidential and proprietary nature of the Confidential Information, and who have agreed in a writing in favor of the Recipient to protect the confidentiality of the Confidential Information with terms at least as restrictive as those in this Section IX.B;
 - b) Shall be treated by the Recipient with at least the same degree of care utilized by Recipient to protect its own confidential and proprietary information of a similar nature, but in no event with less than reasonable care;

c) Shall not be used by the Recipient for its own purposes, except as otherwise expressly provided in this Agreement; and

d) Shall remain the property of and be returned to the Discloser or, at the Discloser's election, destroyed (along with all copies or other embodiments thereof) immediately upon the termination or expiration of this Agreement for any reason and by either Party.

2. The obligations of a Recipient pursuant to this Section IX.B hereof shall not apply, however, to any Confidential Information which (i) at the time it is delivered to the Recipient hereunder is already in the public domain or subsequent to such delivery comes into the public domain in a manner that does not involve a breach of this Agreement by the Recipient or its employees or advisors; (ii) at the time it is delivered to the Recipient hereunder is already in the Recipient's possession free of any obligation of confidentiality; (iii) is received independently by the Recipient from a third Party who is entitled to disclose such information to the Recipient; (iv) is subsequently independently developed by the Recipient without use of or benefit from or reference to the Confidential Information of Discloser.

3. Notwithstanding anything to the contrary herein, the Recipient may disclose Confidential Information if required to be disclosed by a court or regulatory or other governmental agency of competent jurisdiction, provided that in connection with any such requirement the Recipient shall (A) if legally permitted, promptly notify the Discloser of such requirement in writing, (B) cooperate with the Discloser, at the Discloser's request and expense, to obtain a protective order or other confidential treatment or to contest such required disclosure, (C) shall afford the Discloser all available opportunities to obtain a protective order or other confidential treatment or challenge such required disclosure, including the opportunity to challenge it in the name and with the standing of the Recipient, (D) shall comply with any protective order or other confidential treatment obtained by the Discloser, and (E) shall disclose only the minimum amount of information that the Recipient is required to disclose.

C. Representation, Warranties and Covenants of the Parties

1. Exchange of Information. The Parties represent and warrant that all information that each Party presently knows or reasonably should recognize to be materially relevant to the other Party's understanding of their obligations under the Agreement has been provided to that Party.

2. Compliance with Laws. The Parties agree to comply with all applicable national, state, and local laws and regulations in the performance of their obligations under the Agreement, including but not limited to the observance of all applicable laws and regulations related to the privacy and security of the Student Data provided by any System User.

3. Relationship of the Parties. Foundation is acting as an independent non-profit organization to facilitate the Services under this Agreement for the purposes as set forth in the Recitals. Foundation is neither an employee, subcontractor, nor an agent of District. Foundation shall have no right or authority to enter into agreements on behalf of or otherwise bind, District, and District shall have no right to enter into agreements or otherwise bind Foundation.

4. Due Authorization. Each of the Parties represents and warrants that (i) it has all requisite power, authority, and capacity to enter this Agreement and to perform its obligations herein; (ii) the execution and delivery of this Agreement by such Party and the consummation of the transactions contemplated herein by such Party have been duly and validly authorized by all necessary action, including all approvals and consents required from any other person or governmental authority; and (iii) this Agreement constitutes a valid, legally binding Agreement of such Party, enforceable against such Party in accordance with its terms.

5. Other Instruments. Each of the Parties hereto represents and warrants that the execution, delivery, and performance of this Agreement by such Party, its compliance with the terms hereof, and the consummation by it of the transactions contemplated herein will not violate, conflict with, result in a breach of, or constitute a default under its certificate of incorporation or other charter instrument, by-laws, or any instrument or agreement to which it is a Party or by which it is bound, any state or federal law, rule or regulation, or any judicial or administrative decree, order, ruling or regulation applicable to it.

6. Covenant of Further Assistance. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Partnership Agreement, each Party will cooperate with the other Party and take such further action for such purposes (including the execution and delivery of such further instruments and documents) as the other party reasonably may request and to which the recipient of the request has no reasonable objection

D. Disclaimer of Warranties. FOUNDATION MAKES NO WARRANTIES RELATED TO THE SERVICES PROVIDED BY FOUNDATION OR VENDOR HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DISTRICT ASSUMES TOTAL RESPONSIBILITY FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES. FOUNDATION DOES NOT WARRANT THAT THE SERVICES MEET DISTRICT'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

E. Limitations of Liability. IN NO EVENT WILL FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED BY FOUNDATION HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR DISTRICT'S MISUSE OF THE CALIFORNIA COLLEGES WEBSITE, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, DATA OR ANY OUTPUT, EVEN IF FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE TOTAL LIABILITY, IF ANY, OF FOUNDATION

(INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE DISTRICT'S DIRECT DAMAGES, ACTUALLY INCURRED. NOTWITHSTANDING THE FOREGOING, FOUNDATION'S SOLE OBLIGATION IN THE EVENT OF AN ERROR BY FOUNDATION IN THE PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO REPROCESSING APPLICABLE DATA OR REPERFORMING THE SERVICES. FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) SHALL HAVE NO LIABILITY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DEMAND: (A) RESULTING DIRECTLY OR INDIRECTLY FROM FOUNDATION'S INTERNAL OPERATIONS, EQUIPMENT, SYSTEMS OR SOFTWARE OWNED OR LICENSED BY FOUNDATION; OR (B) BY THIRD PARTIES, EVEN IF FOUNDATION WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN. DISTRICT ACKNOWLEDGES THAT FOUNDATION HAS SET ITS FEES, IF ANY, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

F. Mutual Audit Rights of the Parties. The Parties shall be entitled to upon reasonable notice to the other party an opportunity to conduct compliance audits under 20 U.S.C. Section 1232g. The Parties shall negotiate the scope, length and terms of such audits in good faith between each Party's representatives.

G. Independent Status. Foundation is an independent non-profit entity, in business for itself, which shall perform the specific tasks relative to providing technical support and related Services to fulfill the terms of this Agreement. Foundation does not have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of District.

H. Waiver. No verbal or implied waiver of any breach of any provisions of this Partnership Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.

I. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

J. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

K. Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and District regarding such subject matter.

L. Construction of Partnership Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

M. Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement.

N. Survival. Sections II, III.D, IV.A-B, V.A-D, VI, VII.A-B, VIII.A-C, and IX.A-O of this Agreement shall survive Termination of the Partnership Agreement.

O. Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

X. NOTICE

Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered, one (1) Business Day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) Business Days after deposited in the United States Mail for delivery by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

CCGI:

Name: Contracts Manager

Email: ccgicontracts@californiacolleges.edu

Mailing Address:

Foundation for California Community Colleges

Attn: Contracts Department

1102 Q Street, Suite 4800

Sacramento, CA 95811

DISTRICT:

Name: Shaun Davis

Email: sdavis@frjUSD.org

Mailing Address:

Fall River Joint Unified School District

20375 Tamarack Avenue
Burney, CA 96013

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

FALL RIVER JOINT UNIFIED SCHOOL DISTRICT	FOUNDATION
By: <u>Greg Hawkins</u>	By: _____
Print Name: <u>Greg Hawkins</u>	Print Name: _____
Title: <u>Superintendent</u>	Title: _____
Date: <u>11/28/23</u>	Date: _____
DISTRICT (if second signature required)	FOUNDATION
By: _____	By: <u>N/A</u>
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Date: _____

EXHIBIT A

DATA PRIVACY AND SECURITY ADDENDUM

The purpose of this addendum is to provide a more detailed review of federal and state data privacy and security compliance measures that apply to this Agreement, specifically addressing the requirements of the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act of 1998 (“COPPA”), California Education Code Section 49073.1, commonly referred to as California Assembly Bill 1584 (or “AB 1584”), and California Business and Professions Code Section 22584, commonly referred to as the “Student Online Personal Information Protection Act” (or “SOPIPA”) or “SB 1177”.

The Foundation for California Community Colleges (“Foundation”), on behalf of its fiscally sponsored project, the California College Guidance Initiative (“CCGI”), receives public funding via the state of California, for the purpose of developing, operating, and maintaining the CaliforniaColleges Website (as defined in the Agreement). Foundation, on behalf of CCGI, sub-contracts with a third party vendor (“Vendor”) to perform the development, operation, and maintenance work. Foundation staff perform data analysis, district support, and serve as the direct point of contact for CaliforniaColleges Website users, as well as managing data sharing relationships and technological articulations with institutions of higher education and financial aid providers.

Foundation Contact for Data Privacy and Security Inquiries

Fowzy Shacker
Chief Technology Officer
California College Guidance Initiative
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
(408) 910-0253
Fshacker@californiacolleges.edu

Vendor Contacts for Data Privacy and Security Inquiries

Satish Mirle
Chief Executive Officer
MaiaLearning, Inc.
871 Sycamore Drive
Palo Alto, CA 94303
(408) 332-1534
satish@maialearning.com

Barry Coleman
Chief Technology Officer
MaiaLearning, Inc.
871 Sycamore Drive
Palo Alto, CA 94303
(408)718-9636
Barry@maialearning.com

I. DATA COLLECTION

- A. Foundation, on behalf of CCGI, collects the following information from Districts and/or directly from System Users:
 - 1. Via district-wide electronic transcript file:
 - a) School demographic data
 - b) Student demographic data
 - c) Student course data
 - d) Student test data
 - e) Student ethnicity data
 - 2. Via district-wide electronic course catalog file:
 - a) Course data
 - 3. Via CaliforniaColleges.edu:
 - a) Student-generated data resulting from college and career planning activities like college lists, career lists, major lists, and career assessment results.
- B. As indicated in the Agreement, Education Records, including Student Data, collected from the District continue to be the property of and under the control of the District.
- C. A parent, legal guardian, or Eligible Student must contact District to correct any erroneous information that was uploaded by District into a CaliforniaColleges Website account, as the District is responsible for verifying the accuracy of its Student's Data. Upon receipt of a request to amend erroneous information uploaded by District, District shall notify Foundation and provide to the Foundation an amended transcript file with the correct information. Upon receipt of the amended transcript file, Foundation through Vendor shall upload the amended transcript file within a commercially reasonable time.
- D. Upon termination of this Agreement, System Users will be provided notification and instructions on steps to take in order to retain possession and control of their own student-generated data, if applicable.
- E. Unless a System User elects to maintain their CaliforniaColleges Website account beyond the Term of this Agreement, any Student Data uploaded by District will not be retained or available to Foundation or any third party upon termination of this Agreement.

II. DATA USE

- A. The information listed above is used to create student portfolios on the CaliforniaColleges Website for use in college and career planning and guidance activities.
- B. Education Records, including Student Data, may only be used as specifically required or permitted by this Agreement.
- C. Foundation shall not sell, use or permit any third party to use Student Data, including PII, for commercial purposes or for targeted advertising.

III. WHO HAS ACCESS TO DATA (AUTHORIZED DISCLOSURE)

- A. The information from student's portfolios is only disclosed to the officials or employees of the following groups who have a legitimate interest in the information for purposes consistent with this Agreement:
1. Foundation (collects and maintains Student Data)
 2. Vendor (maintains Student Data)
 3. CaliforniaColleges Website and FTP infrastructure (will not access or use content for any purpose other than as legally required and for maintaining services, and will not directly process or access content)
 4. Any College or College System to which a System User has applied for admission (can be provided Student Data for the purposes of admission, enrollment, matriculation, placement, and supportive services)
 5. System-wide Offices of Educational Segments in California and their employees, contractors, and vendors with a legitimate educational interest in the data for the purpose of performing longitudinal analysis.
 6. Any Financial Aid Organization to which a System User has applied for aid, or with whom the District has legally shared Student Data under California law, including, but not limited to, the California Student Aid Commission ("CSAC").
 - a) Under California Education Code §69432.9 Districts are generally required to provide and verify their student's grade point average to the CSAC for the Cal Grant Program application. The Foundation, on behalf of CCGI, may provide PII to CSAC to support CSAC's data matching process by providing CSAC data elements that help to associate the correct SSID with the student's FAFSA if it is launched via the CaliforniaColleges.edu platform. This data matching assistance helps to facilitate the determination of Cal Grant Program eligibility for students who attend and graduate from a District.
 7. The District's County Office of Education for the purpose of assisting in planning or preparing for college or a career, seeking admission to college or financial aid for college, and/or research and analysis to help improve instruction and student success.
 8. If the District is a charter school, Foundation may provide Student Data to District's charter-authorizing entity pursuant to the Charter Schools Act (Education Code section 47600 et seq.)
 9. Foundation may provide Student Data in an aggregated, non-personally identifiable form, to other contracted entities for the purpose of evaluating the impact and effectiveness of the CCGI program or to inform research and evaluation related to state funded grant programs that require participation in CCGI.
 - o If the District is a participant in a grant funded college and/or career readiness collaborative, funded by a state or local agency, in which provision of accounts on CaliforniaColleges.edu is a grant requirement, Foundation may provide Student Data in an aggregated, non-personally identifiable form, to such state and local entities and any collaborative lead agencies for the purpose of evaluating career college

readiness services or streamlining eligibility for services. CCGI will not share District data under this section, unless CCGI and the funding entity have entered into an agreement regarding use and security of District's aggregate, de-identified data.

- Foundation may also provide aggregate level data to California institutions of higher education ("IHE") in order to support IHE's in their outreach, admissions, and placement efforts to drive and improve student outcomes.
- Foundation may also disclose aggregate level data to state agencies including, but not limited to: Cradle to Career Data System, CSAC, and the California Department of Education ("CDE") in order to support inter-segmental cooperation and help identify where information or support can help students to optimize their post-secondary opportunities.

- B. The Parties shall maintain policies and procedures for the designation and training of responsible staff members to ensure the confidentiality and security of Student Data. The Foundation provides data security and privacy training on an annual basis to CCGI staff handling student data. The training covers Federal, State, and Local regulations for maintenance of student data, as well as best practices. All new staff undergo data security and privacy training prior to gaining access to CaliforniaColleges.edu. All data is encrypted both at rest and during transmission using commercially reasonable practices.

IV. UNAUTHORIZED DISCLOSURE

- A. The Foundation agrees to maintain an incident response program for purposes of memorializing Foundation's obligations under applicable law in the event Foundation detects any loss due to a Data Breach, or unauthorized access or use of Education Records or Student Data. Upon confirmation of a Data Breach, Foundation will notify District in accordance with its obligations under applicable law.
- B. District is responsible for any notices to parents as may be required under applicable law and for providing the parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of the Student Data in question. The Foundation shall cooperate with the District in providing such notices and opportunities to review and challenge the content of the Student Data.
- C. The District agrees to cooperate fully with Foundation to ensure Foundation can comply with any notification obligations Foundation may have to student or any other parties for which notification by Foundation may be required under FERPA and any other applicable law.

EXHIBIT B

DATA FILE TECHNICAL SPECIFICATIONS

Exhibit B is included for purposes of more fully describing the Data file and the Data file elements utilized by Foundation for the creation of accounts at www.californiacolleges.edu and to provide transparency with respect to the population of the System Users' plans of study with enrolled and completed courses. In alignment with state policy and/or to evolve functionality that serves students in the planning for and transition to college, the Data File Technical Specifications may be iterated over time and additional optional fields may be added to the Data File Technical Specifications.

Refer to the following file specs:

[Student Template](#)

[Course Grade Template](#)

[Test Grade Template](#)

[Course Catalog Template](#)

[Manifest File Overview](#)

[High School Graduate Template](#) - Sent at the End of Year only

District agrees to provide a centralized upload (not school site by school site) of Education Records from the local SIS system into the CaliforniaColleges Website or an FTP server, both hosted by Amazon Web Services, using a standard data format with naming conventions and using a pre-defined protocol. If CCGI has an API integration with district's Student Information System provider, data may alternatively be shared via said API. Files shall minimally be uploaded on a monthly basis, though a weekly upload frequency is strongly recommended in order to ensure alignment between the districts SIS and data as displayed on CaliforniaColleges.edu and as passed to higher education systems. Should there be a delay in data uploads that renders data potentially damaging to students, or that prevents usage of the CaliforniaColleges.edu platform, CCGI reserves the right to revert to the use of CalPADS data to inform basic accounts for all students in the district until such time as a new file from the district has been received. CCGI shall not take this action without providing the District with thirty (30) days written notice.

In order to ensure that student accounts are populated with current and accurate data, the district must provide uploads:

- 1) Phase I data file (at minimum, school demographic information and student demographic information)
 - a. Several weeks prior to the first week of school to ensure that student accounts can be auto-generated and used by educators for training purposes
- 2) Phase II data file (complete electronic transcript file)
 - a. At the start of the school year
 - b. Immediately preceding the CSU and UC Application period (currently October 1-November 30)
 - c. At the end of each term, once grades have posted
 - d. Immediately preceding the district course scheduling period
 - e. At the end of the school year, once final grades have posted and seniors have graduated

The upload protocol is as follows:

- a) Review all data specifications with Foundation/CCGI team for Phase I data files (at minimum, school demographic information and student demographic information)

- b) Prepare and upload Phase 1 data files
- c) Make any necessary corrections to Phase 1 data files to meet upload requirements
- d) Conduct final review of testing on test site to ensure accuracy of Phase 1 upload
- e) Review all data specifications with CCGI team for Phase 2 data files (complete electronic transcript file)
- f) Prepare and upload Phase 2 data files
- g) Make any necessary corrections to Phase 2 data files to meet upload requirements
- h) Conduct final review of data on test site to ensure accuracy of Phase 2 upload

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

November 29, 2023

Mr. Hawkins,

As a consultant for the district, these are the projects I will work on:

- Completing the Federal Progress Monitoring
- Universal PreKindergarten planning with SCOE which will need to be transferred to one of the elementary school principals
- Educator Effectiveness Reports
- Local Indicators for the Dashboard
- CSI Reports
- LCAP, completing 2024
- LCAP, completing the new template
- CAASPP LEA Coordinator
- Any other reports that I can assist Teresea with completing

Marcy Schmidt
Director of Special Projects

Fall River Joint Unified School District
20375 Tamarack Avenue
Burney, CA 96013
530.335.2434
fax 530.335.3115



"Education is Power"

EMPLOYMENT CONTRACT

I. The Parties. This Employment Contract is made and entered into this 14th day of August, 2023 by and between:

Employee: Laurel Cordova

AND

Employer: Fall River Joint Unified School District

Now, Therefore, for and in consideration of the mutual promises and agreements contained herein, the Employer hires the Employee to work under the terms and conditions hereby agreed upon by the parties:

II. Term. The term of this Contract shall commence on August 14, 2023 and terminate on June 7, 2024.

III. The Service. The Employee agrees to provide the following: Acting as English Language Development Teacher for the Fall River Joint Unified School District.

Hereinafter known as the "Employee."



Employee shall provide, while performing the Service, that she shall comply with the policies, standards, and regulations of the FRJUSD, including local, State, and Federal laws to the best of her abilities.


IV. Payment Amount. The FRJUSD agrees to pay the Employee the following:

Annual Salary of \$50,655 for 110 Days of Service. / Mileage at the current IRS rate.

V. Payment Method. The FRJUSD shall pay the Payment Amounts on a monthly basis minus applicable state and federal taxes.

Mileage as submitted on a "Monthly Mileage Reimbursement Claim" form.

	12/1/23
Superintendent	Date
	12/6/23
FRTA	Date
_____	_____
Board President	Date

	12/1/23
Employee Signature	Date
27416 Cable Road	
Address	
McArthur, CA 96056	
City, State, Zip	
- 0768	
Social Security #	

(Revised 12/1/2023)



"Education is Power"

EMPLOYMENT CONTRACT

I. The Parties. This Employment Contract is made and entered into this 1st day of April, 2023 by and between:

Employee: Rebecca Torgrimson

AND

Employer: Fall River Joint Unified School District

Now, Therefore, for and in consideration of the mutual promises and agreements contained herein, the Employer hires the Employee to work under the terms and conditions hereby agreed upon by the parties:

II. Term. The term of this Contract shall commence on April 1, 2023 and terminate on June 30, 2024.

III. The Service. The Employee agrees to provide the following: Acting as Special Education Director for the Fall River Joint Unified School District.

Hereinafter known as the "Employee."

Employee shall provide, while performing the Service, that she shall comply with the policies, standards, and regulations of the FRJUSD, including local, State, and Federal laws to the best of her abilities.

IV. Payment Amount. The FRJUSD agrees to pay the Employee the following:

April 2023 - \$1,523.35 / May 2023 - \$3,046.70 / June 2023 - \$3,046.70

August 2023 – June 2024 - \$50,655.00 for 110 days of service.

V. Payment Method. The FRJUSD shall pay the Payment Amounts on a monthly basis minus applicable state and federal taxes.

[Signature] 12/1/23
Superintendent Date

Board President Date

Rebecca Ingumson 12-1-23
Employee Signature Date

37083 Galena Circle
Address

Burney, CA 96013
City, State, Zip

- 0977

Social Security #

(Revised 12/1/2023)



AUTO PARTS

STORE

900002158
MOUNTAIN MOTOR PARTS
37325 Main Street
Burney, CA 96013
(530) 335-4544

Time:10:03 Date:11/08/2023 Page: 1/9

Employee: 552 , Stuart
Sales Rep: 0 , Salesman
Accounting Day: 7

SOLD TO

50
Donation, Charitable, Gift,
CA 00000

Anticipated Time:
Attention: burney high school
Tax Exemption:
PO#: burney high school
Terms: NET 10TH wo/SC

Y

9000021588502254

OCR

Part Number	Line	Description	Quantity	Price	Net	Total
QT PB5001	MS	PB STRONG BLK	1.00	198.46	79.9800	79.98
QT PB5002	MS	PB MIXING BLK	1.00	253.54	101.4100	101.41
HLPB5011	MS	OXIDE YELLOW TONER	1.00	149.18	59.9800	59.98
HLPB5004	MS	OXIDE RED TONER	1.00	149.18	59.9800	59.98
HLPB5005	MS	COPPER TONER	1.00	207.80	83.8800	83.88
QT PB5003	MS	PB WHT	1.00	240.04	96.9900	96.99
QT PB5007	MS	PB PHTALO GREEN BLUE	1.00	353.40	141.3400	141.34
HLPB5008	MS	STABLE BLUE TONER	1.00	149.18	59.9800	59.98

Y

850225

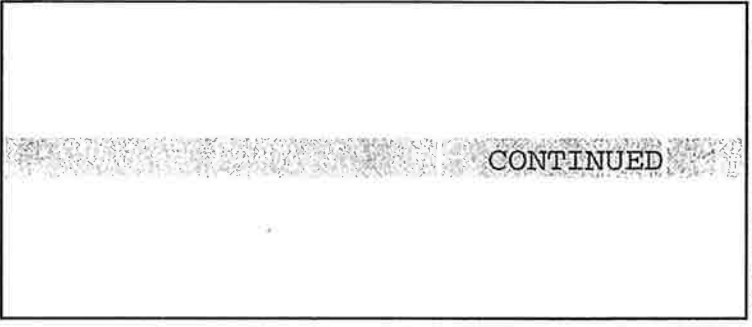


Invoice Number

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

M-F 8 to 5 Sat 8 to 4
No Returns After 30 Days
REC BY _____ VER BY _____

CUSTOMER COPY



AUTO PARTS

STORE

900002158
MOUNTAIN MOTOR PARTS
37325 Main Street
Burney, CA 96013
(530) 335-4544

Time:10:03 Date:11/08/2023 Page: 2/9

Employee: 552 , Stuart
Sales Rep: 0 , Salesman
Accounting Day: 7

SOLD TO

50
Donation, Charitable, Gift,
CA 00000

Anticipated Time:
Attention: burney high school
Tax Exemption:
PO#: burney high school
Terms: NET 10TH wo/SC

Y

9000021588502254

OCR

Part Number	Line	Description	Quantity	Price	Net	Total
HLPB5009	MS	BRIGHT BLUE TONER	1.00	271.12	108.4500	108.45
HLPB5010	MS	TRANSPARENT YLW TONER	1.00	271.12	108.4500	108.45
HLPB5016	MS	PHTHALO GREEN TONER	1.00	149.18	59.9800	59.98
HLPB5012	MS	FAST YELLOW TONER	1.00	271.12	108.4500	108.45
HLPB5013	MS	BRONZE TONER	1.00	207.80	83.8800	83.88
HL PB5014	MS	PB YELLOW GREEN	1.00	464.08	185.6100	185.61
HLPB5015	MS	STABLE GREEN TONER	1.00	207.80	83.8800	83.88
QT PB5006	MS	PB PHTALO BLUE	1.00	253.54	101.4100	101.41

Y

850225

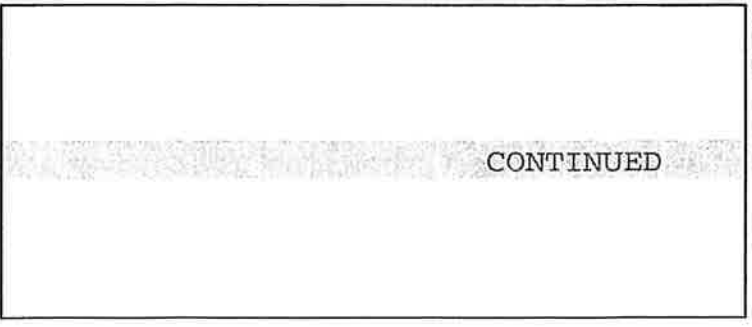


Invoice Number

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

M-F 8 to 5 Sat 8 to 4
No Returns After 30 Days
REC BY _____ VER BY _____

CUSTOMER COPY





AUTO PARTS

900002158
MOUNTAIN MOTOR PARTS
37325 Main Street
Burney, CA 96013
(530) 335-4544

Time: 10:03 Date: 11/08/2023 Page: 3/9
Employee: 552 , Stuart
Sales Rep: 0 , Salesman
Accounting Day: 7

SOLD TO 50 Anticipated Time:
Donation, Charitable, Gift, Attention: burney high school
CA 00000 Tax Exemption:
PO#: burney high school
Terms: NET 10TH wo/SC

Part Number	Line	Description	Quantity	Price	Net	Total
QT PB5017	MS	PB BRIGHT RED	1.00	639.48	255.8000	255.80
HLPB5018	MS	TRANSPARENT RED TONER	1.00	374.02	149.6000	149.60
HLPB5019	MS	STABLE RED TONER	1.00	271.12	108.4500	108.45
QT PB5020	MS	PB ORGANIC ORANGE	1.00	464.08	185.6100	185.61
QTPB5021	MS	PB STRONG RED	1.00	639.48	255.8000	255.80
HLPB5022	MS	MAROON TONER	1.00	271.12	108.4500	108.45
HL PB5023	MS	PB VIOLET	1.00	253.54	101.4100	101.41
QT PB5024	MS	PB MAGENTA	1.00	464.08	185.6100	185.61

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE
M-F 8 to 5 Sat 8 to 4
No Returns After 30 Days
REC BY _____ VER BY _____

CONTINUED

CUSTOMER COPY

Y
OCR
850225
Y
9000021588502254
Invoice Number



AUTO PARTS

900002158
MOUNTAIN MOTOR PARTS
37325 Main Street
Burney, CA 96013
(530) 335-4544

Time: 10:03 Date: 11/08/2023 Page: 4/9
Employee: 552 , Stuart
Sales Rep: 0 , Salesman
Accounting Day: 7

SOLD TO 50 Anticipated Time:
Donation, Charitable, Gift, Attention: burney high school
CA 00000 Tax Exemption:
PO#: burney high school
Terms: NET 10TH wo/SC

Part Number	Line	Description	Quantity	Price	Net	Total
HLPB5025	MS	TRANSPARENT BWN TONER	1.00	207.80	83.8800	83.88
QT PB5026	MS	PB PURPLE	1.00	464.08	185.6100	185.61
HLPB5027	MS	TRANSPARENT BLK TONER	1.00	149.18	59.9800	59.98
HLPB5028	MS	TRANSPARENT WHT TONER	1.00	114.54	46.8800	46.88
HL PB5029	MS	PB TRANS RED OXIDE	1.00	353.40	141.3400	141.34
HL PB5030	MS	PB TRANS COPPER	1.00	253.54	101.4100	101.41
AMS1	MS	WOODEN PAINT STICKS	1.00	136.28	51.9900	51.99
HL PB5032	MS	PB TRANS GREEN	1.00	253.54	101.4100	101.41

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE
M-F 8 to 5 Sat 8 to 4
No Returns After 30 Days
REC BY _____ VER BY _____

CONTINUED

CUSTOMER COPY

Y
OCR
850225
Y
9000021588502254
Invoice Number



AUTO PARTS

STORE

900002158
MOUNTAIN MOTOR PARTS
37325 Main Street
Burney, CA 96013
(530) 335-4544

Time: 10:03 Date: 11/08/2023 Page: 5/9

Employee: 552 , Stuart
Sales Rep: 0 , Salesman
Accounting Day: 7

SOLD TO

50
Donation, Charitable, Gift,
CA 00000

Anticipated Time:
Attention: burney high school
Tax Exemption:
PO#: burney high school
Terms: NET 10TH wo/SC

Y

850225 Y

OCR
9000021588502254

Part Number	Line	Description	Quantity	Price	Net	Total
HL PB5033	MS	PB TRANS VIOLET	1.00	253.54	101.4100	101.41
HLPB5034	MS	GREEN SHADE YLW TONER	1.00	374.02	149.6000	149.60
HLPB5035	MS	RED SHADE YLW TONER	1.00	149.18	59.9800	59.98
HLPB5100	MS	EXTRA FINE ALUM TONER	1.00	207.80	83.8800	83.88
QT PB5101	MS	PB FINE ALUM	1.00	353.40	141.3400	141.34
HLPB5102	MS	MED ALUMINUM TONER	1.00	207.80	83.8800	83.88
QT PB5103	MS	PB COARSE ALUM	1.00	253.54	101.4100	101.41
QT PB5104	MS	PB SILVER ALUM	1.00	464.08	185.6100	185.61

Customer Signature

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

M-F 8 to 5 Sat 8 to 4
No Returns After 30 Days
REC BY _____ VER BY _____

CUSTOMER COPY

CONTINUED

Invoice Number



AUTO PARTS

STORE

900002158
MOUNTAIN MOTOR PARTS
37325 Main Street
Burney, CA 96013
(530) 335-4544

Time: 10:03 Date: 11/08/2023 Page: 6/9

Employee: 552 , Stuart
Sales Rep: 0 , Salesman
Accounting Day: 7

SOLD TO

50
Donation, Charitable, Gift,
CA 00000

Anticipated Time:
Attention: burney high school
Tax Exemption:
PO#: burney high school
Terms: NET 10TH wo/SC

Y

850225 Y

OCR
9000021588502254

Part Number	Line	Description	Quantity	Price	Net	Total
QT PB5105	MS	PB EXTRA COARSE ALUM	1.00	353.40	141.3400	141.34
HLPB5106	MS	GOLD ALUMINUM TONER	1.00	464.24	185.6800	185.68
QT PB5107	MS	PB LENTICULAR ALUM	1.00	793.58	317.4300	317.43
QT PB5108	MS	PB METAL CONTRL AGENT	1.00	253.54	101.4100	101.41
HL PB5031	MS	PB TRANS BLUE	1.00	253.54	101.4100	101.41
8OZPB5110	MS	SGL STG CHRO ADDITIVE	1.00	139.74	55.8900	55.89
HLPB5112	MS	TRANSPARENT WHITE	1.00	149.18	59.9800	59.98
HL PB5200	MS	PB FINE WHT PEARL	1.00	353.40	141.3400	141.34

Customer Signature

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

M-F 8 to 5 Sat 8 to 4
No Returns After 30 Days
REC BY _____ VER BY _____

CUSTOMER COPY

CONTINUED

Invoice Number





AUTO PARTS

900002158
MOUNTAIN MOTOR PARTS
37325 Main Street
Burney, CA 96013
(530) 335-4544

Time: 10:03 Date: 11/08/2023 Page: 7/9
Employee: 552 , Stuart
Sales Rep: 0 , Salesman
Accounting Day: 7

SOLD TO 50 Anticipated Time:
Donation, Charitable, Gift, Attention: burney high school
CA 00000 Tax Exemption:
PO#: burney high school
Terms: NET 10TH wo/SC

Y
OCR
9000021588502254

Part Number	Line	Description	Quantity	Price	Net	Total
HL PB5201	MS	PB X-FINE WHT PEARL	1.00	464.08	185.6100	185.61
HL PB5202	MS	PB MED WHT PEARL	1.00	464.08	185.6100	185.61
HL PB5203	MS	PB SATIN GOLD PEARL	1.00	639.48	255.8000	255.80
HL PB5204	MS	PB RED PEARL	1.00	639.48	255.8000	255.80
HL PB5205	MS	PB BROWN RED PEARL	1.00	639.48	255.8000	255.80
HL PB5206	MS	PB MICRO WHT	1.00	464.08	185.6100	185.61
HL PB5207	MS	PB LIGHT BLUE PEARL	1.00	464.08	185.6100	185.61
HL PB5208	MS	PB LIGHT RED PEARL	1.00	353.40	141.3400	141.34

Y
850225
Invoice Number
9000021588502254

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE
M-F 8 to 5 Sat 8 to 4
No Returns After 30 Days
REC BY _____ VER BY _____

CONTINUED

CUSTOMER COPY



AUTO PARTS

900002158
MOUNTAIN MOTOR PARTS
37325 Main Street
Burney, CA 96013
(530) 335-4544

Time: 10:03 Date: 11/08/2023 Page: 8/9
Employee: 552 , Stuart
Sales Rep: 0 , Salesman
Accounting Day: 7

SOLD TO 50 Anticipated Time:
Donation, Charitable, Gift, Attention: burney high school
CA 00000 Tax Exemption:
PO#: burney high school
Terms: NET 10TH wo/SC

Y
OCR
9000021588502254

Part Number	Line	Description	Quantity	Price	Net	Total
HL PB5209	MS	PB GREEN PEARL	1.00	639.48	255.8000	255.80
HL PB5210	MS	PB LILAC PEARL	1.00	639.48	255.8000	255.80
GALPB5215	MS	BASECOAT MIXING CLEAR	1.00	469.40	187.7500	187.75
GAL PB4203	MS	PB 2K BLK URE P SEAL	1.00	370.98	148.3800	148.38
GAL PB5213	MS	PB NR MIX CLEAR	1.00	434.66	173.8600	173.86
GAL PB4204	MS	PB 2K WHT URE P SEAL	1.00	370.98	148.3800	148.38
QTPB5021	MS	PB STRONG RED	1.00	639.48	255.8000	255.80
FC032C	MS	32OZ MIX CUP	16.00	1.86	0.5000	8.00

Y
850225
Invoice Number
9000021588502254

Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE
M-F 8 to 5 Sat 8 to 4
No Returns After 30 Days
REC BY _____ VER BY _____

CONTINUED

CUSTOMER COPY



AUTO PARTS

STORE

900002158
MOUNTAIN MOTOR PARTS
37325 Main Street
Burney, CA 96013
(530) 335-4544

Time: 10:03 Date: 11/08/2023 Page: 9/9

Employee: 552 , Stuart
Sales Rep: 0 , Salesman
Accounting Day: 7

SOLD TO

50
Donation, Charitable, Gift,
CA 00000

Anticipated Time:
Attention: burney high school
Tax Exemption:
PO#: burney high school
Terms: NET 10TH wo/SC

Y

Part Number	Line	Description	Quantity	Price	Net	Total
GAL PCR10	MS	STANDARD REDUCER	1.00	94.74	38.9900	38.99
DMT29	MS	DRY MICA-PAINT TONER	1.00	475.20	224.5200	224.52
DMT30	MS	DRY MICA TONER	1.00	475.20	224.5200	224.52
DMT32	MS	DRY MICA TONER	1.00	475.20	224.5200	224.52
DMT33	MS	DRY MICA TONER	1.00	475.20	224.5200	224.52
DMT34	MS	GALAXY BLU MICA TONER	1.00	475.20	224.5200	224.52

OCR

9000021588502254

Y

850225

Invoice Number



Customer Signature
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE
M-F 8 to 5 Sat 8 to 4
No Returns After 30 Days
REC BY _____ VER BY _____

Subtotal	9,905.01
Shasta County 7.2500%	0.00
Total	9,905.01
Charge Sale	9,905.01

CUSTOMER COPY

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

O **OHIO PYLE PRINTS, INC.**
410 DINNERBELL RD
OHIO PYLE, PA 15470-1002

WesBanco Bank, Inc.
69-3/434

38912

11/21/2023

PAY TO THE
ORDER OF Burney High School

\$ **72.23

DOLLARS

Seventy-Two and 23/100 *****

PROTECTED AGAINST FRAUD

Burney High School
061347001533
Donation
37571 Mountain View Road
Burney, CA 96013



⑈038912⑈ ⑈043400036⑈ 803132072⑈



Shasta Green, Inc
35586 A STATE HWY 299 E
BURNEY, CA 96013
530-335-4924

CORNERSTONE COMMUNITY BANK
90-4447/1211

27632

11/7/2023

PAY TO THE ORDER OF Burney High School

\$**1,000.00

One Thousand and 00/100***** DOLLARS

PROTECTED AGAINST FRAUD



Burney High School
37571 Mountain View Road
Burney, CA 96013



[Handwritten Signature]

MEMO

Softball Scoreboard

⑈027632⑈ ⑆12114476⑆ 202007221⑈

Shasta Green, Inc

27632

Burney High School
Advertising

2023 Softball Scoreboard Sponsor

11/7/2023

1,000.00

Checking-Cornerstone Softball Scoreboard

1,000.00

Check num 548669

Vendor num VN-0023076

Invoice number	PO num	SO num	Invoice date	Currency	Gross amount	Cash disc	Payment amount	Invoice remarks
2023SD678			10/31/2023	USD	\$100.00	\$0.00	\$100.00	

Donation
Account
BHS
004274

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND • THIS PAPER CONTAINS FLUORESCENT FIBERS AND OTHER SECURITY FEATURES



SCHWEITZER ENGINEERING LABORATORIES, INC.

2350 NE Hopkins Court • Pullman, WA 99163-5603 USA
Phone: +1.509.332.1890 • Fax: +1.509.332.7990
www.selinc.com • info@selinc.com

US Bank
19-10
1250

Check #
00548669
November 1, 2023

\$100.00

*** One Hundred and 00/100 US dollar

Pay to
the order
of

Burney Junior-Senior High School
37571 Mountain View Rd
Burney, CA 96013-4350
USA

Joseph Rustigard
Signature Line

380-0035

⑈00548669⑈ ⑆125000105⑆ 153596035060⑈

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

Tri Counties Bank

4687

90-3504/1211

CHECK ARMOR

KWAHN CORPORATION 06-16
KWAHN
P.O. BOX 1087
BURNEY, CA 96013

Date
11/16/2023

PAY TO THE
ORDER OF Burney High School

\$1,000.00

****One Thousand and 00/100 Dollars

DOLLARS

Burney High School

MEMO

VALID VALID
VALID VALID
VALID VALID
VALID VALID

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈004687⑈ ⑆121135045⑆ 121022199⑈

KWAHN CORPORATION

4687

Vendor: Burney High School

Date: 11/16/2023

Invoice	Date	Description	Amount
Softball Scoreboa...	11/13/23	Donation for advertising Pit River Mini Mart on Sofball Scoreboard	1,000.00

004274

Total: 1,000.00

BHS Donation

BHS Donation - Softball Scoreboard

47503

PIT RIVER TRIBE
Pit River Casino - General Account •
20265 Tamarack Ave., Burney, Ca 96013

11/14/23 Check #:

Vendor Name: Burney High School

Vendor ID: BURNEYHIGH

Invoice No.	Date	Invoice Amount	Amount Paid	Discounts Taken	Credits Taken	Net Amount
2023 SCORE BOARD	11/07/23	1000.00	1000.00	0.00	0.00	1000.00
Net Check Amt						1000.00

47503

Security Features: Details on Back

PIT RIVER TRIBE
PIT RIVER CASINO-GENERAL ACCOUNT
20265 TAMARACK AVENUE
BURNLEY, CA 96013

TRI-COUNTIES BANK
CHICO, CA
1-800-922-8742
90-3504/1211

DATE: 11/14/23

AMOUNT: *****1,000.00

TWO SIGNATURES REQUIRED • VOID AFTER 60 DAYS

[Signature]
AUTHORIZED SIGNATURE

***** One Thousand & 00/100 Dollars

PAY TO THE ORDER OF
Burney High School
37571 Mountainview Rd.
Burney, CA 96013

11047503 1121350451 12102248511



Fall River Elementary
24977 Curve Street * Fall River Mills, California 96028
(530) 336-5551 * FAX (530) 336-6892 * e-mail: cknoch@frjusd.org
Website: <http://fres.frjusd.org/>



Date: November 13, 2023

To: Teresea Spooner

From: Chris Knoch, Principal 

RE: Donation Account

Hello Teresea,

Please deposit the attached donation into Fall River Elementary's donation account #10-12-0120-09.

Reading for Education Check # 026933 \$81.73

Thank you!!

004275

Fall River Joint Unified School District

Regulation 3314.3

District Credit Cards

Original Adopted Date: **12/13/2023**

Last Reviewed Date:

The District may choose to participate in a credit card program administered through an issuing bank or other corporate legal entity.

There are various people involved in the credit card program to ensure its success and incorporate proper checks and balances. The following are titles referred to and a description of their functions.

Program Coordinator

The person responsible for the implementation and continued monitoring of the credit card program is the Chief Business Official (CBO). The CBO shall serve as the Program Coordinator between the issuing bank and the district. The CBO may appoint up to two designees to serve as alternate Program Coordinators in order to provide continuous daily program management responsibilities.

Approving Official

Every cardholder is an authorized employee issued a credit card that is responsible for committing purchases for the District in accordance with program guidelines and district policies and procedures. The cardholder ensures that he/she submits all receipts for purchases with the credit card within five (5) business days to the Business Services Department. The cardholder will require the vendor to itemize the receipt. If the cardholder has lost a receipt, he/she should contact the vendor to request a duplicate copy. The cardholder is responsible for ensuring the credit card is used appropriately and all purchases are in compliance with the district's purchasing procedures and policies.

Authorized Cardholders

Superintendent
Chief Business Official
Director of Personnel/Curriculum and Instruction
Director of Technology
Director of Child Nutrition
Executive Assistant to the Superintendent
Agricultural Teachers

Additional positions may be authorized to be issued a district credit card based on appropriate justification and approval by the Superintendent/designee. A person in an authorized position may elect not to have a district credit card issued.

Program Guidelines

Credit card use guidelines shall be maintained and given to each cardholder by the CBO.

Records shall be kept by the Business Services Department that include names, titles, and site locations of individuals authorized and issued cards as well as applicable single, daily, and monthly transaction limitations must be adhered to.

The credit card is not intended to avoid or bypass the Business Services Department or other established purchasing programs/contracts. The intent of the credit card program is to replace or compliment existing processes available for the most efficient yet accountable method for typical small dollar volume transactions. Use of the card is not intended to replace effective procurement planning that enable volume discounts or to apply sound and reasonable purchasing practice in achieving best value purchases.

Upon receipt of the cardholder's credit card statement and supporting documentation, the Business Services Department will be responsible for reviewing and reconciling the credit card statement and supporting documentation from the cardholder. The monthly statement, along with receipts, will be forwarded to the Chief Business Official or designee for review and approval. Upon proper approval, payment of the full amount of the credit card statement will be made.

Credit card holders must immediately return their card to the CBO upon transfer to another school/department, separation of employment from the Fall River Joint Unified School District, or upon request by the CBO for violation or reasons defined.

The credit card is issued in an individual employee's name and may not be used by anyone else without expressed permission.

Cards should be safely kept and secured. Cardholders are responsible for the security of their card and all transactions made by them or with their knowledge.

The credit card must not be used for personal purchases. If personal purchases are made, the situation will be handled as a misuse of government funds in accordance with Board Policy on misuse of funds and may lead to disciplinary action up to termination of employment and possible other legal remedies.

Upon receiving a card, each cardholder will receive a copy of the Board Policy and Administrative Regulation related to credit card use.

Fall River Joint Unified School District

Credit Card Use Guidelines Acknowledgement Form

Please review the attached Board Policy/Administrative Regulation related to the use of District Credit Cards.

Cardholders must request an Open Purchase Order to the credit card issuer (e.g. American Express or First National) prior to purchasing with the credit card. The Open Purchase Order will ensure that the Approving Official has approved the use of the credit card for the indicated purchases and funds have been encumbered in the appropriate accounts.

District office staff responsible for conference and travel arrangements will use the approved conference request form as the approval to initiate purchases with the credit card for routine travel expenses such as hotel, airfare, ground transportation, etc.

All purchases made with your district issued credit card must be supported with itemized receipts that are returned to the Business Services Department within five (5) days of the purchase.

Prohibited used of the card include: Cash advances, rental or lease of land, gambling, betting, alcohol or tobacco products, weapons or firearms, securities, insurance, political or religious organizations, tax payment, court costs, fines, bail or bond payments.

Employee Name: _____

Credit card issued: _____

Credit card number: _____

Expiration and CV code: _____

Transaction Limit: _____ (single) _____ (daily) _____ (monthly)

I acknowledge the receipt of the Board Policy/Administrative Regulation related to the use of District Credit Cards. I also acknowledge the receipt of the credit card issued to me under the district credit card program as listed above. I understand that misuse of the card or failure to follow policies, procedures, or guidelines governing card usage will result in revocation of the credit card and may result in disciplinary action.

Employee (Cardholder) Signature

Date

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

December 5, 2023

To: FRJUSD Governing Board
From: Greg F. Hawkins, Superintendent
Re: Mileage Reimbursement for Certificated Substitutes

In an effort to "lure" and retain more Certificated Substitutes, during the October Board Meeting, the board voted to increase the "daily rate" from \$150 to \$200.

I would also like to request the board's approval to pay a mileage stipend of \$25 per day for their travel expenses from sites at opposite ends of the district. For example, if a substitute resides in the Fall River area (or beyond) and substitutes in a Burney school, they would receive \$25 per day, and vice versa. Substitutes who reside in the Cassel, Hat Creek, or Cayton Valley areas will be given a standard \$12.50 stipend for whichever school they work as a substitute.

I would like to make this stipend retroactive to the month of November. This travel stipend will be reflected on their January supplemental paycheck.

Thank you for your consideration.

Arts, Music, and Instructional Materials Discretionary Block Grant 2022 Expenditure Plan

LEA Name:	Fall River Joint Unified School District
Contact Name:	Greg Hawkins
Email Address:	ghawkins@frjUSD.org
Phone Number:	(530) 335-4538

Total Amount of funds received by the LEA:	\$635,425
---	-----------

Date of adoption at a public meeting:	12/13/2023
--	------------

[AB 181 Sec. 134](#)

[AB 185 Sec. 56](#)

(a) For the 2022–23 fiscal year, the sum of three billion five hundred sixty million eight hundred eighty-five thousand dollars (\$3,560,885,000) is hereby appropriated from the General Fund to the State Department of Education to establish the Arts, Music, and Instructional Materials Discretionary Block Grant, for allocation to county offices of education, school districts, charter schools, and the state special schools to:

(1) Obtain standards-aligned professional development and acquire instructional materials, in the following subject areas:

- (A) Visual and performing arts.
- (B) World languages.
- (C) Mathematics.
- (D) Science, including environmental literacy.
- (E) English language arts, including early literacy.
- (F) Ethnic studies.
- (G) Financial literacy, including the content specified in Section 51284.5 of the Education Code.
- (H) Media literacy.
- (I) Computer science.
- (J) History-social science.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal					

(2) Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on deescalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
	0	\$61,600	0	0	61,600.00

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal		61,600.00			61,600.00

(3) Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils' home languages, to support pupils' independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils' home and community experiences and be available in English, pupils' home language, or a combination of more than one language.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
	0	\$4,000	\$2,000	\$2,000	8,000.00
Subtotal		4,000.00	2,000.00	2,000.00	8,000.00

(4) Operational costs, including but not limited, to retirement and health care cost increases.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
	0	\$158,000	\$171,800	\$186,980	516,780.00
Subtotal		158,000.00	171,800.00	186,980.00	516,780.00

(5) As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
	0	\$16,346	\$16,354	\$16,345	49,045.00
Subtotal		16,346.00	16,354.00	16,345.00	49,045.00

(6)

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal					

Summary of Expenditures

Total Planned Expenditures by the LEA:	635,425.00
---	-------------------

(b) The Superintendent of Public Instruction shall apportion funds proportionally to county offices of education, school districts, charter schools, and the state special schools on the basis of an equal amount per unit of average daily attendance for kindergarten and grades 1 to 12, inclusive, as those numbers were reported as of the second principal apportionment for the 2021–22 fiscal year. The average daily attendance for each state special school shall be deemed to be 97 percent of the enrollment as reported in the California Longitudinal Pupil Achievement Data System as of the 2021–22 Fall 1 Submission.

(c) Funding appropriated pursuant to this section shall be available for encumbrance through the 2025–26 fiscal year. Local educational agencies are encouraged, but not required, to proportionally use resources received pursuant to this section for the purposes noted in paragraphs (1) to (5), inclusive, of subdivision (a) and to support arts and music education programs.

(d) For purposes of this section, standards-aligned instructional materials includes, but is not limited to, books for school and classroom libraries.

(e) The governing board or body of each school district, county office of education, or charter school receiving funds pursuant to this section shall discuss and approve a plan for the expenditure of funds received pursuant to this section at a regularly scheduled public meeting. It is the intent of the Legislature that each school district, county office of education, or charter school expend any resources received pursuant to this section consistent with their governing board or body approved plan.

Planned Activity	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal Section (2)		61,600.00			61,600.00
Subtotal Section (3)		4,000.00	2,000.00	2,000.00	8,000.00
Subtotal Section (4)		158,000.00	171,800.00	186,980.00	516,780.00
Subtotal Section (5)		16,346.00	16,354.00	16,345.00	49,045.00
Totals by year	0.00	239,946.00	190,154.00	205,325.00	635,425.00

Total planned expenditures by the LEA:
635,425.00

General Instructions

This example template is provided as a resource as one way to develop an expenditure plan for the Arts, Music, and Instructional Materials Discretionary Block Grant of 2022. LEAs are cautioned to refer to AB 181, Sec. 134, (amended by AB 185, Sec. 56) for all program requirements. Please verify all calculations/formulas before finalizing the plan.

Arts, Music, and Instructional Materials Discretionary Block Grant 2022
Expenditure Plan

Allotment: \$635,425

- 1) Obtain standards-aligned professional development...

No planned expenditures

- 2) Obtain instructional materials and professional development...

Purchase the following:

- ***3 folding chair “dolly” racks which will be used to store chairs for drama and music productions (\$219.88 each, \$1,065.30 total cost)***
- ***2 firing kilns for pottery component of art classes (\$11,031 each, \$22,062 total cost)***
- ***12 Wireless “Noise Cancelling” Headphones (\$99.00 each, \$1,020 total cost)***
- ***60 Music Stands (53.99 each, \$3,979.61 total cost)***
- ***400 Folding chairs for musical productions (\$39.88 each, \$18,998.69 total cost)***
- ***2 EZ Risers/Three levels (\$2,628.99 each, \$6,615.99 total cost)***
- ***2 EZ Risers/ Four Levels (\$3,142.99 each, \$7,858.49 total cost)***

- 3) Develop diverse book collections and obtain culturally relevant texts

Purchase the following:

- ***Cultural Relevant Textbooks in both English and the students’ native home languages that support independent reading (8,000 total cost)***

- 4) Operational costs, including, but not limited to, retirement and health care cost increases.

The district will be using the AMIM Discretionary Block Grant to help fund certificated and classified retirement benefits.

As per Fall River Teachers Association Certificated Contract Retirement Benefit Plan, employees who have worked for 15 consecutive years with the district, who are at least 55 years of age, will have retired with the district and will not return, and is a participant in STRS, will receive a cash payment of \$10,000 for three consecutive years.

As per California School Employees Association Classified Contract Retirement Benefit Plan, employees who have worked 15 years with the district, who are at least 55 years of age and are currently working 6-8 hours per day, shall resign their position and not return, are members of the Public Employee Retirement System, will receive a cash payment of \$13% of their current annual salary of the position he/she held at their time of retirement to be paid annually for five years

The budget amounts are based on projections of *probable* retirees in the 2023-24 school year, the 2024-25 school year, and the 2025-26 school year

- 5) As related to the Covid-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID 19 and schools open for in-person instruction.

Purchase cleaning supplies and protective equipment and other similar expenses

- 6) Summary of Expenditures:

We believe the above listed expenditures will greatly enhance our district and student needs in the areas of Arts, Music, and Instructional Materials for our district.