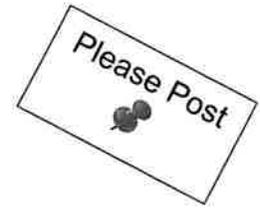


**FALL RIVER JOINT UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING**



DATE: June 22, 2022  
TIME: 6:00 PM

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

Google Link:  
[meet.google.com/nkv-nudr-ogc](https://meet.google.com/nkv-nudr-ogc)

**AGENDA**

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

<b>1.</b>	<b>CALL TO ORDER</b>
<b>2.</b>	<b>ROLL CALL; ESTABLISH A QUORUM; SALUTE FLAG</b>
<b>3.</b>	<b>ADOPT AGENDA</b>
<b>4.</b>	<b>PUBLIC COMMENT</b> Opportunity for members of the public to address the Board. Note: 1) Individual speakers will be allowed three (3) minutes to address the Board. The maximum time allowed for each agenda item shall be 20 minutes. 2) Complaints presented to the Board must not involve specific reference to employees. Citizens should contact the Superintendent for complaint procedures regarding employees. 3) A school district cannot take action on a matter that has not been placed on the official agenda. (G.C. 54954.2)
<b>5.</b>	<b>CONSENT AGENDA</b> The consent agenda, if approved, will be recorded in the minutes, as if each item had been acted upon individually. Requests by members of the Board to have any item taken off the consent agenda for discussion will be honored without debate. Requests by the public to have an item taken off the consent agenda will be considered prior to the Board taking action.
	5.1 Approval of Minutes, June 8, 2022
	5.2 Approval of Personnel Report and actions therein
	5.3 Approval of Governing Board Commercial Warrant Report: # 12 - 2021/2022 <ul style="list-style-type: none"> <li>• \$ 377,466.64 General Fund</li> <li>• \$ 17,649.24 Cafeteria/Food Service Fund</li> </ul>
	5.4 Approval of Consultancy Plans for 2022-2023
	5.5 Approval of Agreement between Presence Learning Teletherapy and Platform License Agreement and Fall River Joint Unified School District 2022-2023
	5.6 Approval of Memorandum of Understanding (MOU) between Simpson University Paid Internship Agreement and Fall River Joint Unified School District <ul style="list-style-type: none"> <li>• Term 6/9/2022 and will continue until either party gives 30 days' written notice to terminate agreement</li> </ul>
	5.7 Approval of Memorandum of Understanding (MOU) between Tehama County Teacher Induction Program and Fall River Joint Unified School District 2022-2023
	5.8 Approval of Declaration of Need for Fully Qualified Educators for Fall River Joint Unified School District 2022-2023
	5.9 Approval of Williams Uniform Complaint Quarterly Report

	<p>5.10 Approval of Memorandum of Understanding (MOU) between Fall River Joint Unified School District and Project Share for 2022-2023</p> <ul style="list-style-type: none"> <li>• Term: July 1, 2022 to June 30, 2023</li> </ul>
	<p>5.11 Approval of Service Agreement between Telehealth Services and Fall River Joint Unified School District 2022-2023</p> <ul style="list-style-type: none"> <li>• Term: June 15, 2022 to June 15, 2024</li> </ul>
	<p>5.12 Approval of Agreement between Sunbelt Staffing, LLC and Fall River Joint Unified School District</p> <ul style="list-style-type: none"> <li>• Term: August 22, 2022 to June 9, 2023</li> </ul>
	<p>5.13 Approval of Agreement between Child and Adult Care Food Program Agency and Fall River Joint Unified School District</p> <ul style="list-style-type: none"> <li>• Term: August 15, 2022 to August 15, 2023</li> </ul>
	<p>5.14 Approval of Increase to Fall River Joint Unified School District Transportation Cost w/Estimate Labor Effective July 1, 2022</p>
	<p>5.15 Approval of Facilities Use Agreement between Burney/Fall River Rotary Club and Fall River Joint Unified School District</p>
	<p>5.16 Approval of Disposal of Laminator at Burney Elementary School</p>
	<p>5.17 Approval to accept the following donations:</p> <ul style="list-style-type: none"> <li>• <b>Burney Elementary School – Total \$240.00</b> \$240.00 – PG&amp;E Giving Fund</li> <li>• <b>Burney Jr/Sr High School – Total \$720.00</b> \$720.00 – PG&amp;E Giving Fund</li> <li>• <b>Fall River Elementary School – Total \$1720.00</b> \$100.00 – Jeremy &amp; Sierra Vanover \$50.00 - Eric &amp; Yoshiko Zimmerman \$1,570.00 – PG&amp;E Giving Fund</li> <li>• <b>Fall River Jr/Sr High School – Total \$1,850.00</b> \$1,000 – BFREF STEM Grant \$850.00 – PG&amp;E Giving Fund</li> <li>• <b>Mt. View High School/Soldier Mt. High School – Total \$350.00</b> \$300.00 – Burney Boosters \$50.00 - Western Physical Therapy</li> </ul>
<b>6.</b>	<b>NEW BUSINESS</b>
	<p>6.1 Consider to Approve Contract for Superintendent Merrill Grant</p> <ul style="list-style-type: none"> <li>• Term: 07/01/2019 – 6/30/2025</li> </ul>
	<p>6.2 Consider to Approve Resolution 25 2021-2022 Ordering Governing Board Member Election</p>
	<p>6.3 Consider to Approve Resolution 26 2021-2022 Cost of Candidate Statements</p>
	<p>6.4 Consider to Approve Resolution 27 2021-2022 Procedure in Case of Tie Vote at Governing Board Election</p>
	<p>6.5 Consider to Approve Agricultural Career Technical Education Incentive Grant Application 2022-2023</p>
	<p>6.6 Consider to Approve Local Control Accountability Plan (LCAP)</p>
	<p>6.7 Consider to Approve Supplement to Annual Update for 2021-2022 Local Control Accountability Plan (LCAP)</p>
	<p>6.8 Consider to Approve 2021-2022 LCFF Budget Overview for Parents</p>
	<p>6.9 Consider to Approve LCAP (ESSA) Federal Addendum</p>
	<p>6.10 Consider to Approve 2021-2022 Annual Adopted Budget</p>
	<p>6.11 Consider to Approve Fall River Joint Unified School District's Reserve Disclosure</p>

7.	<b>REPORTS/ANNOUNCEMENTS</b>
8.	<b>FUTURE AGENDA ITEMS</b>
9.	<b>CLOSED SESSION</b> Government Code 54956.9: Personnel Government Code 54957.6: Negotiations
10.	<b>RECONVENE TO OPEN SESSION</b>
11.	<b>ADJOURNMENT</b>
	<p>Copies of the agenda, complete with backup materials, may be reviewed at the District Office. A schedule of regular meetings, agendas and minutes can be reviewed on the District's website: <a href="http://www.frjUSD.org">www.frjUSD.org</a></p> <p><b>REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY</b></p> <p><i>Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in a meeting, may request assistance by contacting the Fall River Joint Unified School District, 20375 Tamarack Ave. Burney, CA 96013; telephone 530-335-4538; fax 530-335-3115</i></p>

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

DATE: June 8, 2022  
 TIME: 6:00 PM  
 LOCATION: District Office  
 20375 Tamarack Avenue  
 Burney, CA 96013

Google Link:  
[meet.google.com/qrn-yuiv-ddc](https://meet.google.com/qrn-yuiv-ddc)

**PUBLIC HEARING**

All parents, teachers, and members of the community interested in the affairs of the school district are encouraged to participate.

1. Open Public Hearing regarding adoption of Local Control Accountability Plan (LCAP) which includes: Supplement to Annual Update for 2021-2022 Local Control Accountability Plan (LCAP) and Local Control Accountability Plan (LCAP) LCFF Budget Overview for Parents
  2. Public input regarding Local Control Accountability Plan (LCAP) which includes: Supplement to Annual Update for 2021-2022 Local Control Accountability Plan (LCAP) and Local Control Accountability Plan (LCAP) LCFF Budget Overview for Parents
  3. Close Public Hearing regarding adoption of Local Control Accountability Plan (LCAP) which includes: Supplement to Annual Update for 2021-2022 Local Control Accountability Plan (LCAP) and Local Control Accountability Plan (LCAP) LCFF Budget Overview for Parents
- 
1. Open Public Hearing regarding adoption of Local Control Accountability Plan (LCAP) Federal Addendum
  2. Public input regarding Local Control Accountability Plan (LCAP) Federal Addendum
  3. Close Public Hearing regarding Local Control Accountability Plan (LCAP) Federal Addendum
- 
1. Open Public Hearing regarding the adoption of the 2022-2023 FRJUSD Budget
  2. Public input regarding the 2022-2023 FRJUSD Budget
  3. Close Public Hearing regarding the adoption of the 2022-2023 FRJUSD Budget
- 
1. Open Public Hearing regarding the Fall River Joint Unified School District's Reserve Disclosure
  2. Public input regarding the Fall River Joint Unified School District's Reserve Disclosure
  3. Close Public Hearing regarding the Fall River Joint Unified School District's Reserve Disclosure

**UNAPPROVED MINUTES**

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

<b>1.</b>	<b>CALL TO ORDER</b> <u>R. Dougherty</u> @ <u>6:01 PM</u>
<b>2.</b>	<b>ROLL CALL; ESTABLISH A QUORUM; SALUTE FLAG</b> Dougherty: <b>Present</b> Estes: <b>Present</b> Hamilton: <b>Present</b> Hathaway: <b>Present</b> Venegas: <b>Absent Late 6:06 PM</b> Others:

3.	<p><b>ADOPT AGENDA</b>  <b>Motion to Adopt Agenda</b> <u>J. Hamilton</u> /2<sup>nd</sup> <u>J.Hathaway</u>  <b>Discussion:</b> No Discussion</p> <p><b>Ayes:</b> 4 <b>Noes:</b> 0 <b>Absent:</b> 1 <b>Abstain:</b> 0</p>
4.	<p><b>PUBLIC COMMENT</b>  No Public Comment regarding Public Hearing  <b>R. Dougherty, Board Clerk –</b></p> <ul style="list-style-type: none"> <li>• Would like to that the community for all of the donations</li> </ul>
5.	<p><b>CELEBRATION OF SERVICE</b>  <b>Retirees:</b> Elaine Calzia, Hugo Castro, Dana Davis, Kathy Urlic  <b>Years of Service:</b> Ken Wike (30), Teresea Spooner (25), Lori Barber (25), Larry Betz (25), Joy Ford (25), Shaun Davis (25), Julie Humphreys (20), Melinda Weiss-Booker (20)</p>
6.	<p><b>CONSENT AGENDA</b>  <b>Motion to Adopt Consent Agenda by</b> <u>J. Hamilton</u> /2<sup>nd</sup> <u>J. Hathaway</u>  <b>Discussion:</b> No Discussion</p> <p><b>Ayes:</b> 5 <b>Noes:</b> 0 <b>Absent:</b> 0 <b>Abstain:</b> 0</p>
6.1	Approval of Minutes, May 11, 2022
6.2	Approval of Personnel Report and actions therein
6.3	<p>Approval of Governing Board Commercial Warrant Report: # 11 - 2021/2022</p> <ul style="list-style-type: none"> <li>• \$ 460,937.53 General Fund</li> <li>• \$ 32,218.13 Cafeteria/Food Service Fund</li> <li>• \$ 2,670.07 Capital Facilities Fund</li> </ul>
6.4	<p>Approval of Service Agreement between Document Tracking Services and Fall River Joint Unified School District for the 2022/2023 School Year  Term: July 1, 2022 through June 30, 2023</p>
6.5	Approval of Proposal for Exterior Repainting between Fall River Joint Unified School District and Rivera Professional Painting
6.6	Approval of Agreements between Shasta County Sheriff Department and Fall River Joint Unified School District to Conduct Training Exercises at School Sites
6.7	Approval of Burney Jr/Sr High School Overnight Field Trip to UC Davis, Santa Rosa Junior College, Ag Related Businesses and Industries and Six Flags Discovery Kingdom
6.8	Approval of Fall River Jr/Sr High School Overnight Field Trip to Cal Poly Humboldt May 20-22
6.9	Approval to Sell Excess District Vehicles
6.10	<p>Approval to accept the following donations:</p> <ul style="list-style-type: none"> <li>• <b>For Fall River Elementary – Total \$5.10</b>  \$ 5.10 – Box Tops for Education</li> <li>• <b>For Burney Elementary - \$687.50</b>  \$300.00 Teo's Trucking  \$91.00 Drama Club Parent Donations  \$262.00 Drama Club Parent Donations  \$34.50 Box Tops for Education</li> <li>• <b>For Burney Jr. Sr. High School – Total \$0</b>  \$0.00 Burney Boosters – Donation of Travel Trailer</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Mt. View High School/Soldier Mt. High School – Total \$3,115.00</b></li> <li>\$200.00 Burney Transportation</li> <li>\$20.00 Chatty Kathy's</li> <li>\$200.00 Dicalite Minerals</li> <li>\$75.00 Double S Automotive</li> <li>\$100.00 Dr. Patterson</li> <li>\$100.00 Fall River Valley DDS</li> <li>\$100.00 Farmer's Insurance – Dave Winningham</li> <li>\$20.00 Frosty</li> <li>\$150.00 H&amp;R Logging</li> <li>\$250.00 Hatchet Ridge Wind</li> <li>\$20.00 Intermountain Upholstery</li> <li>\$50.00 Larry &amp; Peggy Snelling</li> <li>\$100.00 Leo S. Jones Propane</li> <li>\$50.00 Les Schwab Tires</li> <li>\$200.00 Lion's Northern Ca Cyber Club</li> <li>\$100.00 Lion's Club Burney</li> <li>\$100.00 Madera's Oil Change</li> <li>\$50.00 McArthur Farm Supply</li> <li>\$100.00 Mountain Cruisers</li> <li>\$100.00 Mt. Burney Coffee Co.</li> <li>\$100.00 Packway</li> <li>\$50.00 Plumas Bank</li> <li>\$500.00 Pit River Tribe</li> <li>\$200.00 Rotary</li> </ul>
<b>7.</b>	<b>NEW BUSINESS</b>
7.1	Review Adoption of Local Control Accountability Plan (LCAP) which includes: Supplement to Annual Update for 2021-2022 Local Control Accountability Plan (LCAP) and Local Control Accountability Plan (LCAP) LCFF Budget Overview for Parents (The Plan will be presented for approval to the board on June 22, 2022)
7.2	Review Adoption of Local Control Accountability Plan (LCAP) Federal Addendum (The Plan will be presented for approval to the board on June 22, 2022)
7.3	Review Adoption of 2022-2023 FRJUSD Budget (The budget will be presented for approval to the board on June 22, 2022)
7.4	Review Fall River Joint Unified School District's Reserve Disclosure (The Reserve Disclosure will be presented for approval to the board on June 22, 2022)
7.5	Consider for Approval Resolution 21 - 2021-2022 Recognizing a State of Emergency and Authorizing Teleconferenced Meetings Pursuant to AB 361 <b>Motion to Approve Resolution # 21 2021-2022 Adopting Development Fees on Residential and Commercial and Industrial Development to Fund the Construction or Reconstruction of School Facilities by <u>J. Hamilton</u> /2<sup>nd</sup> <u>J. Hathaway</u></b> <b>Discussion:</b> <b>J. Hamilton, Board Member –</b> <ul style="list-style-type: none"> <li>• Would like to keep the option of virtual meetings</li> </ul> <p><b>Dougherty:</b> Aye <b>Estes:</b> Aye <b>Hamilton:</b> Aye <b>Hathaway:</b> Aye <b>Venegas:</b> Aye</p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>
7.6	Consider for Approval Resolution 22 – 2021/2022: Educational Protection Account (EPA) Projected Expenses for 2022-2023 <b>Motion to Approve Resolution 22 – 2021/2022: Educational Protection Account (EPA) Projected Expenses for 2022-2023 by <u>J. Hamilton</u> /2<sup>nd</sup> <u>M. Estes</u></b>

	<p><b>Discussion:</b>  <b>T. Spooner, CBO –</b></p> <ul style="list-style-type: none"> <li>All monies from the EPA have been used for certificated salaries</li> </ul> <p><b>Dougherty: Aye</b>  <b>Estes: Aye</b>  <b>Hamilton: Aye</b>  <b>Hathaway: Aye</b>  <b>Venegas: Aye</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>
	<p>7.7 Consider for Approval Resolution 23 - 2021/2022: Authorization to Transfer Budgeted Funds between Object Codes by the Chief Business Official  <b>Motion to Approve Resolution 23 - 2021/2022: Authorization to Transfer Budgeted Funds between Object Codes by the Chief Business Official by <u>J. Hathaway</u> /2<sup>nd</sup> <u>R. Dougherty</u></b></p> <p><b>Discussion:</b>  <b>T. Spooner, CBO –</b></p> <ul style="list-style-type: none"> <li>Allows the CBO to transfer funds from one account to another</li> </ul> <p><b>Dougherty: Aye</b>  <b>Estes: Aye</b>  <b>Hamilton: Aye</b>  <b>Hathaway: Aye</b>  <b>Venegas: Aye</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>
	<p>7.8 Consider for Approval Resolution 24 - 2021/2022: Authorization for 2022-2023 Interfund Transfers  <b>Motion to Approve Resolution 24 - 2021/2022: Authorization for 2022-2023 Interfund Transfers by <u>J. Hamilton</u> /2<sup>nd</sup> <u>M. Estes</u></b></p> <p><b>Discussion:</b></p> <p><b>Dougherty: Aye</b>  <b>Estes: Aye</b>  <b>Hamilton: Aye</b>  <b>Hathaway: Aye</b>  <b>Venegas: Aye</b></p> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain: 0</b></p>
	<p>7.9 Consider for Approval Educator Effectiveness Block Grant 2021/2022  <b>Motion to Approve Educator Effectiveness Block Grant 2021/2022 by <u>M. Estes</u> /2<sup>nd</sup> <u>J. Hamilton</u></b></p> <p><b>Discussion:</b>  <b>M. Schmidt, Alt. Ed. Principal</b></p> <ul style="list-style-type: none"> <li>Reviewed plan from previous year</li> </ul> <p><b>T. Spooner, CBO –</b></p> <ul style="list-style-type: none"> <li>The State requires the plan to show how the district spends the monies that are received</li> </ul> <p><b>Ayes: 5 Noes: 0 Absent: 0 Abstain:</b></p>
8.	<p><b>REPORTS/ANNOUNCEMENTS</b>  <b>R. Guerrero, BHS Principal –</b></p> <ul style="list-style-type: none"> <li>Tested emergency system</li> <li>8<sup>th</sup> grade promotion tomorrow 6/9</li> <li>Graduation Friday 6/10</li> </ul> <p><b>M. Schmidt, Alt. Ed. Pricipal –</b></p>

	<ul style="list-style-type: none"> <li>• 26 students graduated from Alt. Ed. 24 students walked in the ceremony</li> <li>• Beautiful ceremony</li> <li>• Lots of support</li> </ul> <p><b>T. Aderman, BES Principal –</b></p> <ul style="list-style-type: none"> <li>• Busy 2 weeks</li> <li>• Talent show today</li> <li>• 325 students silly stringed her</li> <li>• Pool Parties</li> <li>• Obstacle courses</li> <li>• Kindergarten track and field day</li> <li>• 6<sup>th</sup> grade Flying Up ceremony</li> <li>• BES was recognized from Pivotal Practice. Received a banner. The only school in Shasta County to receive the recognition</li> <li>• 6<sup>th</sup> grade promotion tomorrow 6/9</li> <li>• Had an amazing year</li> <li>• Focusing of reading literacy</li> </ul> <p><b>B. Beyer, District Psychologist –</b></p> <ul style="list-style-type: none"> <li>• Extended School Year starts on Thursday</li> <li>• 8 special education students graduated</li> <li>• Tele Med services will continue next year</li> <li>• Creating a Behavior Regulation room next year</li> </ul> <p><b>K. Wike, IT Director –</b></p> <ul style="list-style-type: none"> <li>• Erate application for Chromebooks has been submitted</li> </ul> <p><b>L. Guerrero, FRHS –</b></p> <ul style="list-style-type: none"> <li>• Senior Dinner</li> <li>• Senior trip to 6 flags</li> <li>• Last set of interviews are coming up</li> <li>• Promotion is Thursday</li> <li>• Graduation is Friday</li> </ul> <p><b>M. Estes, Board Member –</b></p> <ul style="list-style-type: none"> <li>• Happy that the Tele Med services are continuing</li> </ul>
9.	<p><b>FUTURE AGENDA ITEMS</b></p> <p><b>M. Grant, Superintendent –</b></p> <ul style="list-style-type: none"> <li>• Goal setting in August</li> </ul> <p><b>Adjournment by I. Venegas @ 7:44 PM</b></p>
10.	<p><b>CLOSED SESSION</b></p> <p>Government Code 54956.9: Personnel Government Code 54957.6: Negotiations</p>
11.	<p><b>RECONVENE TO OPEN SESSION</b></p>
12.	<p><b>ADJOURNMENT I. Venegas @ 8:30 PM</b></p>
<p>Copies of the agenda, complete with backup materials, may be reviewed at the District Office. A schedule of regular meetings, agendas and minutes can be reviewed on the District's website: <a href="http://www.frjusd.org">www.frjusd.org</a></p> <p><b>REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY</b></p> <p><i>Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in a meeting, may request assistance by contacting the Fall River Joint Unified School District, 20375 Tamarack Ave. Burney, CA 96013; telephone 530-335-4538; fax 530-335-3115</i></p>	

June 22, 2022

Respectfully submitted,

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

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**Fall River Joint Unified School District  
PERSONNEL REPORT NUMBER 12 – 2021/2022  
Wednesday, June 22, 2022**

**CERTIFICATED**

**Effective Date**

Nathan Belk	Resigned as 1 FTE English Teacher at Burney Jr. Sr. High School.	6/10/2022
Jennette Garner	Transferring from 1 FTE SDC Teacher at Burney Elementary School TO 1 FTE Resource Teacher at Burney Elementary School ~ Replacing Patricia Piacitelli.	8/15/2022
Jennifer Levings	Hired as 1 FTE Math Teacher at Fall River Jr. Sr. High School ~ Replacing Shella Mae Villaraza.	8/15/2022
Patricia Piacitelli	Resigned as 1 FTE Resource Teacher at Burney Elementary School.	6/10/2022
Lindsay Van Staaveren	Hired as 1 FTE Teacher at Fall River Elementary School ~ Replacing Michelle Corder.	8/15/2022
Amber Joiner	Hired as 1 FTE Teacher at Fall River Elementary School ~ Replacing Kathi Spain.	8/15/2022
<b>CLASSIFIED</b>		
Amanda Hawkins	Transferring from 1 3.5 hour Paraprofessional at Fall River Elementary School TO 1 6.0 hour Paraprofessional at Fall River Elementary School ~ Replacing Taylor Keepers.	8/16/2022
Erica Hoffman	Resigning as 1 6.0 hour Paraprofessional at Fall River Community Day/Soldier Mountain High School.	6/10/2022
Eleanor Roark	Transferred from 1 6.0 hour Intensive Behavior Interventionist at Fall River Elementary School TO 1 6.0 hour TK Paraprofessional at Fall River Elementary School ~ New Position.	8/16/2022

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

**SEE ATTACHED.**

**Fall River Joint Unified School District  
PERSONNEL REPORT NUMBER 12 – 2021/2022  
Wednesday, June 22, 2022**

**Coaching Assignments**

**BURNEY HIGH SCHOOL FALL SPORTS                      SCHOOL YEAR—2022/2023**

<b>SPORT</b>	<b>NAME</b>	<b>STIPEND / VOLUNTEER</b>
Football Head Coach	Jedediah Tate	Stipend
Football Asst. Coach	Michael von Schalscha	Stipend
Football Asst. Coach	Jim Kolek	Stipend
Football Cheer Advisor	Cassidy Kennedy	Volunteer
Volleyball Head Coach	Johanna Crabtree	Stipend
Volleyball JV Coach	Amanda Tate	Stipend

**FALL RIVER HIGH SCHOOL FALL SPORTS                      SCHOOL YEAR—2022/2023**

<b>SPORT</b>	<b>NAME</b>	<b>STIPEND OR VOLUNTEER</b>
Football Head Coach	Wesley Wadsworth	Stipend
Football Asst. Coach	Bruce Main	Stipend
Football Asst. Coach	Jon Neugebauer	Stipend
Football Asst. Coach	Todd Sloat	Stipend
Football	Gary Wilson	Volunteer
Volleyball Head Coach	Laura Lakey	Stipend
Volleyball Asst. Coach	Joanna Collins	Stipend
Volleyball	Maggie Torres	Volunteer
Soccer Coach	Rafael Sevilla	Volunteer
Soccer	Megan Young	Volunteer
Cross Country Coach	Rodd Taylor	Volunteer
Cross Country	Wil Keepers	Volunteer
Cheer Advisor	Leslie Payne	Volunteer

FALL RIVER JOINT UNIFIED SCHOOL DISTRICT

TO: Board of Trustees  
FROM: Teresea Spooner  
DATE: June 16, 2022

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

Commercial Warrant Report No. 12 (2021/22) is being submitted for your review and approval (supporting information will be available for the Board at the meeting).

Commercial Warrants

\$	377,466.64	(General Fund)
\$	17,649.24	(Cafeteria Fund)

**RECOMMENDATION**

It is recommended that the Board take action to approve Commercial Warrant Report No. 12 (2021/22) as prepared and submitted by the Business Office.

Checks Dated 06/02/2022 through 06/16/2022

Check Number	Check Date	Pay to the Order of	Check Amount
9010922723	06/07/2022	ACORN NATURALISTS	81.03
9010922724	06/07/2022	ADCOCK, JANN K	347.45
9010922725	06/07/2022	BARNES AND NOBLE	870.45
9010922726	06/07/2022	BOXES SLEEVES AND MORE	425.13
		Unpaid Tax	30.82
		Expensed Amount	455.95
9010922727	06/07/2022	CASAURANG, GINNY M	138.15
9010922728	06/07/2022	CASTRO, HUGO A	466.83
9010922729	06/07/2022	FALL RIVER SOLAR LLC	17,487.92
9010922730	06/07/2022	GRAINGER INC	140.43
9010922731	06/07/2022	GRANT, Ed.D., MERRILL M	222.24
9010922732	06/07/2022	GUERRERO, ELIZABETH	740.83
9010922733	06/07/2022	HARPER, ERICA D	56.16
9010922734	06/07/2022	HOKEMAS SEWING & VACUUM CENTER	643.40
9010922735	06/07/2022	LAKEY, LAURA J	17.49
9010922736	06/07/2022	MASTERS, BRENDA	24.57
9010922737	06/07/2022	MCARTHUR FARM SUPPLY	102.33
9010922738	06/07/2022	MCQUADE, PATRICIA	303.88
9010922739	06/07/2022	MORTON, CATHERINE	585.95
9010922740	06/07/2022	NEUGEBAUER, THERESA L	470.99
9010922741	06/07/2022	PARKS, MELINDA D	1,493.78
9010922742	06/07/2022	PELLEGRINO, JUNE E	22.23
9010922743	06/07/2022	RIDDELL, DEANNA L	60.25
9010922744	06/07/2022	SCHMIDT, MARCY	49.14
9010922745	06/07/2022	STEVEN HUBAUER	590.24
9010922746	06/07/2022	SULLIVAN, SUSAN E	24.57
9010922747	06/07/2022	TORGRIMSON, REBECCA E	261.66
9010922748	06/07/2022	VALLEY HARDWARE	32.68
9010922749	06/07/2022	ALCO BUILDING SOLUTIONS INC	66,130.00
9010922750	06/07/2022	BLICK ART MATERIALS	61.58
9010922751	06/07/2022	CDW GOVERNMENT INC	7,025.02
9010922752	06/07/2022	FALL RIVER JUSD (BROS)	180.00
9010922753	06/07/2022	FRONTIER	1,110.38
9010922754	06/07/2022	HORTON MCNULTY & SAETEURN LLP	4,080.00
9010922755	06/07/2022	JOSTENS INC	127.31
9010922756	06/07/2022	K & K DISTRIBUTING	1,764.36
9010922757	06/07/2022	LASSEN AIR & REFRIGERATION SRV	716.24
9010922758	06/07/2022	MCARTHUR FARM SUPPLY	945.04
9010922759	06/07/2022	MYAH WATKINS PHOTOGRAPHY	120.00
9010922760	06/07/2022	ODP BUSINESS SOLUTIONS LLC	1,041.94
9010922761	06/07/2022	PACIFIC GAS AND ELECTRIC	24,588.46
9010922762	06/07/2022	QUILL CORPORATION	22.77
9010922763	06/07/2022	SCHOOL SPECIALTY	53.65
9010922764	06/07/2022	STAPLES BUSINESS CREDIT	1,531.84
9010922765	06/07/2022	SUSAN B CABRERA	4,437.00
9010922766	06/07/2022	SYAR INDUSTRIES INC	750.75
9010922767	06/07/2022	VALLEY MOTOR PARTS	280.51
9010922768	06/07/2022	WAXIE SANITARY SUPPLY	127.41
9010923670	06/14/2022	A TO Z BUS SALES INC	226.50

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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## Checks Dated 06/02/2022 through 06/16/2022

Check Number	Check Date	Pay to the Order of	Check Amount
9010923671	06/14/2022	ACHADINHA CHEESE CO	400.00
9010923672	06/14/2022	ADCOCK, JANN K	427.15
9010923673	06/14/2022	BEST BEHAVIOR LLC	3,669.75
9010923674	06/14/2022	BLICK ART MATERIALS	74.45
9010923675	06/14/2022	BURNEY WATER DISTRICT	1,415.05
9010923676	06/14/2022	CALIFORNIA SAFETY COMPANY INC	960.00
9010923677	06/14/2022	CDW GOVERNMENT INC	5,079.96
9010923678	06/14/2022	COMPUGROUP MEDICAL INC	350.00
9010923679	06/14/2022	DANIELSEN COMPANY	7,064.66
9010923680	06/14/2022	ED STAUB AND SONS	7,320.26
9010923681	06/14/2022	FALL RIVER MILLS CSD	5,031.20
9010923682	06/14/2022	FIONA HICKEY	157.66
9010923683	06/14/2022	FORESTRY SUPPLIERS INC	152.80
		Unpaid Tax	11.08
		Expensed Amount	163.88
9010923684	06/14/2022	FP MAILING SOLUTIONS	160.88
9010923685	06/14/2022	FRONTIER	554.70
9010923686	06/14/2022	GOODHEART-WILCOX PUBLISHER	250.00
9010923687	06/14/2022	HARNER, MARK D	111.08
		Unpaid Tax	8.05
		Expensed Amount	119.13
9010923688	06/14/2022	HICKEY, FIONA B	466.83
9010923689	06/14/2022	HOVIS HARDWARE INC	131.48
9010923690	06/14/2022	JOSTENS INC	398.58
9010923691	06/14/2022	KATHRYN NELSON	23.23
9010923692	06/14/2022	KNOCH, CHRISTINE	995.45
9010923693	06/14/2022	MOUNTAIN MOTOR PARTS	48.43
9010923694	06/14/2022	NICOLET GLASS CENTER	167.77
9010923695	06/14/2022	ODP BUSINESS SOLUTIONS LLC	101.06
9010923696	06/14/2022	PACIFIC GAS AND ELECTRIC	318.41
9010923697	06/14/2022	PELLEGRINO, JUNE E	71.67
9010923698	06/14/2022	QUILL CORPORATION	75.27
9010923699	06/14/2022	RAY MORGAN CO	5,400.04
9010923700	06/14/2022	ROSE, KARI L	55.00
9010923701	06/14/2022	SHARON SPENCER	52.00
9010923702	06/14/2022	SISC	178,189.70
9010923703	06/14/2022	TATE, AMANDA	567.67
9010923704	06/14/2022	VALLEY HARDWARE	271.79
9010923705	06/14/2022	VALLEY MOTOR PARTS	5.16
9010923706	06/14/2022	WADSWORTH, WESLEY T	887.45
9010923707	06/14/2022	WASTE MANAGEMENT INC	8,216.47
9010923981	06/16/2022	A TO Z BUS SALES INC	92.18
9010923982	06/16/2022	ALSCO	428.96
9010923983	06/16/2022	BETZ, PATRICIA L	73.71
9010923984	06/16/2022	BLICK ART MATERIALS	84.94
9010923985	06/16/2022	BURNEY VETERINARY HOSPITAL	66.32
9010923986	06/16/2022	C & K MARKET INC	508.48
9010923987	06/16/2022	CASTRO, HUGO A	171.99

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE  
Page 2 of 3

Checks Dated 06/02/2022 through 06/16/2022

Check Number	Check Date	Pay to the Order of	Check Amount
9010923988	06/16/2022	DEPARTMENT OF JUSTICE	128.00
9010923989	06/16/2022	DOERRES, CYDNEY C	127.26
9010923990	06/16/2022	JOSTENS INC	210.12
9010923991	06/16/2022	K & K DISTRIBUTING	9,808.42
9010923992	06/16/2022	KATHY JONES	787.14
9010923993	06/16/2022	LAKESHORE CURRICULUM MATERIALS	10.71
9010923994	06/16/2022	LEARNING PLUS ASSOCIATES	1,848.88
9010923995	06/16/2022	MCQUADE, PATRICIA	42.63
9010923996	06/16/2022	MORTON, CATHERINE	17.32
9010923997	06/16/2022	MOUNTAIN MOTOR PARTS	16.08
9010923998	06/16/2022	NATIONAL FFA ORGANIZATION	326.00
		Unpaid Tax	23.64
		Expensed Amount	349.64
9010923999	06/16/2022	PEAP	377.68
		Unpaid Tax	22.84
		Expensed Amount	400.52
9010924000	06/16/2022	ROSE, KARI L	2,381.31
9010924001	06/16/2022	SCHMIDT, MARCY	39.98
9010924002	06/16/2022	SCHOOL SPECIALTY	2,187.94
9010924003	06/16/2022	SEQUOIA FLORAL INTL	1,558.11
9010924004	06/16/2022	SHASTA WELDING SUPPLY INC	336.54
9010924005	06/16/2022	SHELTON OCCUPATIONAL THERAPY	652.50
9010924006	06/16/2022	TPx COMMUNICATIONS	2,013.82
9010924007	06/16/2022	VALLEY HARDWARE	29.99
9010924008	06/16/2022	VALLEY MOTOR PARTS	88.84
<b>Total Number of Checks</b>			<b>112</b>
			<b>395,019.45</b>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General	107	377,466.64
13	CafeFoodSvc	6	17,649.24
Total Number of Checks		<b>112</b>	<b>395,115.88</b>
Less Unpaid Tax Liability			<b>96.43</b>
<b>Net (Check Amount)</b>			<b>395,019.45</b>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Attn: Dana

June 14, 2022

Dear Mrs. Aderman,

I would like to submit this plan for my consultancy year:

The bulk of my hours I would like to spend doing TK and Kindergarten art projects in agreement with those current teachers. Some of those projects would include scarecrows, pinatas, spring hats, pressed leaves, and melted crayon art. I would also like to work with those teachers to do spring plays and tea parties.

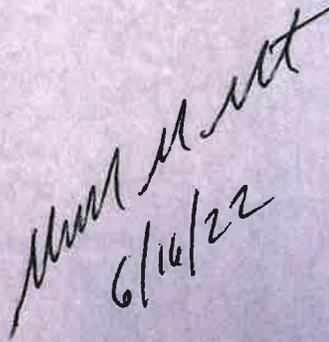
I would also be available to help with assessments and small group work for struggling students.

Sincerely,

Elaine Calzia  
Elaine Calzia

Approved

  
6/14/22

  
6/16/22

June 14, 2022

To: Tara Aderman, Dr. Merrill Grant

From: Theresa Robbins

Re: Consultancy for 2022 - 2023 school year

I would like to continue my consultancy for the 2022-2023 school year.

1. I will work with teachers to further develop STEM activities for students.
2. I will continue to maintain the MakerSpace/STeAM lab.

*Approved  
Merrill Grant  
6/16/22*

February 28, 2022

To the Fall River Joint Unified School District,

This letter is to notify you that this school year (2021-2022), will be my last year as a full-time certificated employee and will be retiring where my last contractual day will be June 11, 2022. I would like to take advantage of the Retirement Benefit Plan as explained in Article 13 of the FRTA Contract. I choose to receive the one-time payment of \$24,186. I would also like to participate in the Consultancy Agreement benefit plan as explained in articles 13.1-13.8 of the FRTA Contract. Thank you very much!

Sincerely,



Hugo A. Castro

Music/Drama Instructor

Fall River Joint Unified School District

Received  
2/28/22  
Mimi M. M. M.

2/28/22 To: Dana



## TELETHERAPY TRAINING AND PLATFORM LICENSE AGREEMENT

This TELETHERAPY TRAINING AND PLATFORM LICENSE AGREEMENT ("Agreement") is made and entered into as of the last signature date (the "Effective Date"), between Presence Learning, Inc., a company incorporated in Delaware (the "Licensor") and Fall River Joint Unified School District (the "Licensee").

The parties agree as follows:

1. **DEFINITIONS.** The following terms shall have the meaning set forth in this section:

"Authorized Users" or "Authorized User" means Licensee's teachers and staff who are recruited, managed, and employed or contracted by Licensee, and for whom a license is purchased.

"Clinical Applications Training" means the following training as shall be set forth in the applicable Service Order:

- Therapy Applications for Speech-Language Pathologists;
- Therapy and Assessment Applications for Occupational Therapists;
- Therapy Applications for Behavioral & Mental Health Professionals;
- Platform Applications for Educators and Support Personnel;
- Assessment Applications for Speech-Language Pathologists;
- Assessment Applications for School Psychologists; and
- Informal Assessment Applications for Behavioral & Mental Health Professionals.

"Clinical Workshops" means access to the following workshops as shall be set forth in the applicable Service Order:

- Clinical Workshops for Speech-Language Pathologists;
- Clinical Workshops for Occupational Therapists;
- Clinical Workshops for School Psychologists and Behavioral & Mental Health Professionals; and
- Clinical Workshops for Educators and Support Personnel.

"Components" means all of the existing proprietary components of the Platform, including software or other information and technology that is embodied in the Platform.

"Documentation" means any written, printed or otherwise recorded or stored material that relates to the Platform, including technical specifications, source code annotations, training and support materials, descriptions of the principles of operation of source code, other instructions.

"Improvement" means any invention, modification, addition, derivative work, enhancement, revision, translation, abridgment or expansion to or arising from a work, or any other form in which a work or any part thereof, may be recast, transformed, or adapted.

"Library" means evidence-based and user-generated content library.

"Licensee Property" means all text, content, images, video, music, drawings, documentation and other materials of any kind posted, submitted, provided or otherwise made available by Licensee or an Authorized Users.

"Licensor Property" means and includes the Platform and the contents of the Library, Clinical Application Training, Clinical Workshop and the Telehealth Institute.

"Platform" means (a) the Licensor's software application (in both source code and object code form), (b) the Components, (c) the Documentation, (d) the Library, (e) the Telehealth Institute, and (f) Improvements or updates to the Platform.

"Personal Information" and/or "PI" means information that can identify a specific individual.

"Service Order" means an ordering document, the first of which is included as Exhibit A attached hereto. The terms of this Agreement will be deemed to be incorporated in each applicable Service Order.

"Student Data" means any PI belonging to a Student User.

"Student User" or "Student Users" means the Licensee's students currently enrolled at Licensee's organization.

"Telehealth Institute" means and includes the Licensor's proprietary self-guided training modules, including, but not limited to, Teletherapy Foundations.

- "Teletherapy Foundations" means the web-based training materials, live training and training support resources, including the following trainings: Getting Started with PresenceLearning;
- For all users (collectively, "All User Training"):
  - o Setting Up Your Telepractice; and
  - o Therapy Room Foundations;
- In addition to All User Training, qualified clinical professionals shall be eligible to receive therapy room activities training ("Therapy Room Activities Training") and therapy room assessment training ("Therapy Room Assessments Training").

"Therapy Room" means a clinician-specific web-based online room on the platform only accessible by specific link controlled by the clinician to whom a virtual therapy room is assigned.

"Virtual Waiting Room" means a virtual waiting room of the Therapy Room where a Student User first enters using the Therapy Room link and permitting Authorized User to admit only intended participants.

2. **SERVICES AND PLATFORM.** Licensor shall provide the Licensee with the applicable services set forth on each Service Order together with technical support as set forth in Section 8 herein.

### 3. LICENSE.

- 3.1. **License Grant.** During the Term, for each service purchased, Licensor grants to Licensee a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, license for each Authorized User to use and display the Platform (the "License"). Licensee may not provide access, allow to use, or display the Platform to any third-party, without express written permission from Licensor.
- 3.2. **Safeguarding.** Licensee shall establish, maintain, and enforce policies and procedures to safeguard and protect the Licensor Property which are no less rigorous than reasonable standards relating to Licensee's Confidential Information (as defined in Section 10 hereof) and property. Licensee will be responsible for all acts and omissions of its Representatives (as defined in Section 10 hereof) who have access to the Licensor Property.
- 3.3. **Business Use.** Licensee agrees that it will inform and instruct its Authorized Users that the Platform and Licensor Property are solely and exclusively to be used for the benefit of the Licensee and Licensee's Student Users ("Business Use"). Authorized Users may not use the Licensor Property for personal or independent business purposes. The use of the Platform and the Licensor Property for any purpose other than Business Use will constitute cause for immediate termination of this Agreement.

- 3.4. Ownership. Licensor will have and retain sole and exclusive ownership of, and all right, title and interest in, the Licensor Property.
- 3.5. Disclosure of Improvements and Developments. Unless otherwise provided in this Agreement, Licensor will have no obligation to disclose to Licensee any Platform improvements or modifications.
- 3.6. Acknowledgements. Licensee acknowledges and agrees the Licensor is in the business of commercially licensing the Platform and providing services relating to the Platform to third parties and that the Platform may contain errors. LICENSOR SHALL NOT HAVE ANY DUTIES OR RESPONSIBILITIES UNDER THIS AGREEMENT OTHER THAN THOSE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND NO IMPLIED OBLIGATIONS SHALL BE READ INTO THIS AGREEMENT. LICENSOR RETAINS ALL RIGHT, TITLE, AND INTEREST IN AND TO THE LICENSOR PROPERTY NOT EXPRESSLY LICENSED UNDER THIS AGREEMENT.

#### 4. RESTRICTIONS.

- 4.1. No Reverse Engineering. Licensee shall not for itself or through a third party (and shall ensure that Authorized Users and Student Users do not): (i) translate, reverse engineer, decompile, or disassemble the Platform or any Component, or by any other method attempt to derive source code to the Platform or its Components; (ii) rent, lease, loan, assign, transfer, share, or resell the Platform; (iii) make the Platform available to third parties, without the prior express written consent of Licensor; (iv) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (v) make copies of the Documentation or any pertinent documents, except for tangible copies of online documents made by Licensee for Licensee's internal use and Licensee agrees to use commercially reasonable efforts to prevent any unauthorized copying of Documentation or other intellectual property.
- 4.2. Sublicensing and Third Parties. Licensee does not have the right to grant a sublicense to the rights granted in this Agreement.
- 4.3. Misuse. If Licensee or its Authorized Users misuse the Platform or breach the terms of this Agreement, Licensor may terminate Authorized User's and/or Licensee's access. Licensee and its Authorized Users may not:
  - 4.3.1. Enable or allow others to access or use the Platform;
  - 4.3.2. Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform;
  - 4.3.3. Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights (collectively, "Intellectual Property") of any third party;
  - 4.3.4. Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, hateful, or otherwise objectionable as determined in the sole discretion of Licensor;
  - 4.3.5. Use the Platform and/or share any of materials that sexualizes minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;
  - 4.3.6. Impersonate any person or entity, or falsely state or otherwise misrepresent their affiliation with a person or entity;
  - 4.3.7. Attempt to disable, impair, or destroy the Platform;
  - 4.3.8. Upload, transmit, store, or make available any materials that contain any viruses, malicious code, malware, or any components;
  - 4.3.9. Disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm);

- 4.3.10. Engage in chain letters, junk mails, pyramid schemes, phishing, spamming, fraudulent activities, or other unsolicited messages;
- 4.3.11. Place an advertisement of any products or services in the Library;
- 4.3.12. Take photos or screenshots of Platform and/or post on social media or other behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, confidentiality of Platform; or
- 4.3.13. Violate any laws.

**5. TERM AND TERMINATION.**

- 5.1. **Term.** This Agreement shall commence on the Effective Date and continue until the date upon which this Agreement is terminated in accordance with this Section 5 (the "Term").
- 5.2. **Service Order Term.** The term of a Service Order shall commence on the date set forth in the Service Order and end on the earlier of the date specified on the applicable Service Order or June 30, 2021 ("Service Order Term").
- 5.3. **Termination by Licensor.** Licensor, in its sole discretion, reserves the right to terminate this Agreement or any Service Order immediately upon a breach of this Agreement or any Service Order by Licensee. In such an event, Licensee will still be liable for the fees payable under any outstanding Service Order in accordance with the terms thereof.
- 5.4. **Effects of Termination.** Upon the expiration of any Service Order Term or the termination of any Service Order, Licensee shall immediately lose access to the services set forth in the expired or terminated Service Order. Upon the termination of this Agreement, Licensee shall immediately lose access to the Platform.

**6. FEE AND PAYMENT TERMS.** Licensee shall pay all fees specified in each Service Order (the first of which is attached hereto) plus any applicable taxes in accordance with the terms set forth in the applicable Service Order. Licensor may, upon notice to Licensee, suspend Licensee's access to the Platform until overdue amounts are paid in full.

**7. COMPUTER SPECIFICATIONS AND REQUIREMENTS.**

- 7.1. **System Requirements.** The Platform is a cloud application. In order to access the Platform Authorized Users and Student Users must meet the following system requirements:
  - 7.1.1. Any computer with Dual core processor and 2 GB RAM;
  - 7.1.2. Ability to support headset and microphone; and
  - 7.1.3. A broadband internet connection with a minimum of 500 kbps (or higher) upload and download speeds of 1mbps (or higher).
- 7.2. **Updates to Specification.** For more additional information or update to specifications and requirements Licensee should refer to: <https://www.presencelearning.com/tc/eq-spec/>.

**8. TECHNICAL SUPPORT.** Licensor will provide technical support on weekdays between the hours of 6:00 am and 6:00 pm Mountain Standard Time (MST).

**9. PROPRIETARY RIGHTS.**

- 9.1. **Licensor Property.** Licensor owns all right, title and interest in, and retains all right, title, and interest to, the Licensor Property, including, without limitation: (i) all proprietary content in the Platform and Library, including therapy playlists and documents and all Telehealth Institute, training and workshop content and (ii) any work product or other intellectual property developed and/or created by Licensor or on Licensor's behalf in the Library. Intellectual property that is licensed to Licensor from a third party will be included

in the Licensor Property only to the extent that Licensor has the right to sublicense such Intellectual Property to Licensee within the scope of the license granted hereunder.

- 9.2. **Licensee Property.** Licensee Property is and shall remain the sole and exclusive property of Licensee.
- 9.3. **Licensor Use of Licensee Property.** During the Term, Licensee grants to Licensor, solely to perform Licensor's obligations of this Agreement, a non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use the Licensee Property. Further, if an Authorized User uploads material to the Library, then that Authorized User grants to Licensor, by virtue of uploading that material, a perpetual, non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use the materials.
- 9.4. **Content Restrictions.** Licensee agrees not to use the Platform to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing, or illegal, and to the extent Authorized Users exercise the rights granted to Licensee under this Agreement, Licensee represents and agrees that Licensee will ensure that such Authorized Users will also comply with the obligations set forth in this Agreement. Licensor takes no responsibility and assumes no liability for any Licensee Property that an Authorized Users submits, displays, or otherwise makes available via the Platform.
- 9.5. **Removal of Content.** If Licensor determine in good faith, in its sole discretion, that any Licensee Property could (i) pose a material security risk, (ii) be deceptive or perceived as libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (iii) give rise to (a) a liability, or (b) a violation of law or the terms of the Agreement, then Licensor may remove the offending Licensee Property, suspend an Authorized Users' or Licensee's use of the Platform, and/or pursue other remedies and corrective actions.
- 9.6. **Other Rights.** Licensee grants to Licensor the limited right to use Licensee's name, logo and/or other marks for the sole purpose of listing Licensee as a user of the Platform in promotional materials. Licensee can revoke this grant at any time with fifteen (15) days written request.

## 10. CONFIDENTIALITY.

- 10.1. **Confidential Information.** All information disclosed by one party to the other party during the Term that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic, or electronic form, shall be deemed to be "Confidential Information."
- 10.2. **Exceptions.** Information will not be considered Confidential Information if the information is or was: (i) publicly available through no act or omission of the receiving party; (ii) in the receiving party's lawful possession prior to disclosure by the disclosing party and not obtained either directly or indirectly from the disclosing party; (iii) lawfully disclosed to the receiving party by a third party that is not restricted from disclosing such information; or (iv) independently developed by the receiving party without use of or access to the disclosing party's Confidential Information.
- 10.3. **Nondisclosure.** The parties agree that during the Term and for a period of one year (or, as applicable, with respect to Confidential Information that is a trade secret, indefinitely) thereafter, each party receiving Confidential Information (in such capacity, the "Receiving Party") of the other party (in such capacity, the "Disclosing Party") shall hold the Confidential Information in confidence and not disclose such information in any form to any third party without the express written consent of the Disclosing Party, except to the employees, subcontractors, or agents (collectively, "Representatives") of the Receiving Party who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. The Receiving Party shall remain liable for any breach of this Section 10 by any of its Representatives.

## 11. STUDENT DATA AND PRIVACY.

- 11.1. **Student Data.** Licensor provides a video communication platform to Licensee for the use of Licensee's Authorized Users and Student Users. Licensor will not receive, collect, or store any Student Data. Licensee will be solely responsible for the transmission and protection of their Student Data.

- 11.2. Platform Student Safety. Licensor institute technical and organizational measures to protect PI from unauthorized access, use or disclosure The Platform follows all FERPA and HIPAA guidelines for information security and data privacy.
- 11.3. Therapy Room Access. A Student User may only access an Authorized User's Therapy Room through a specific link granted to Student User by Authorized User. Upon entering, Student User will wait in the Virtual Waiting Room until Authorized User admits Student User into the Therapy Room.
- 11.4. Video and Voice Transmission. Licensor does not record any video or voice, nor does the Platform have any functionality that allows Licensee or its Authorized Users to record video transmissions or voice.
- 11.5. Authorized Users Conduct. The Licensee acknowledges that it is solely responsible for the actions and behaviors of its Authorized Users and Student Users.

## 12. REPRESENTATIONS AND WARRANTIES.

- 12.1. Power and Authority. Licensor represents to Licensee that Licensor has the full right, power, and authority, including the necessary intellectual property rights, to enter into this Agreement.
- 12.2. Platform performance. Licensee agrees and acknowledges Licensee has assessed the Platform's necessary specifications, performance, functionality, access to, and availability, and found it suitable for Licensee's needs and requirements.
- 12.3. Uploaded Materials. Licensee, for itself and on behalf of its Authorize Users, asserts that the party uploading materials to the Library has all rights necessary to upload, share, and grant the rights for all the materials.
- 12.4. Safety of Platform. Licensor warrants to Licensee that Licensor has used commercially reasonable efforts to prevent the introduction of, and to the knowledge of Licensor, the Platform does not contain any, software viruses, time or logic bombs, trojan horses, worms, timers or clocks, trap doors or other malicious computer instructions, devices, or techniques.

- 13. **DISCLAIMERS OF WARRANTIES**. The Platform is provided "AS-IS" and to the maximum extent permitted by law, Licensor disclaims all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. Further, Licensor disclaims any warranty that the Platform will meet Licensee's requirements or will be constantly available, uninterrupted, timely, secure, or error-free. In addition, Licensor disclaims all liability for any actions resulting from Licensee's use of the Platform. Licensee understands that Licensee's use and access to the Platform is at Licensee's own discretion and risk, and Licensee is solely responsible for any damage to computer systems or loss of data that results from such use. If Authorized Users post or upload materials to the Library, Licensor is not responsible for any loss, corruption, damage, or deletion of the materials.

## 14. INDEMNIFICATION.

- 14.1. By Licensor. Licensor shall defend, indemnify and hold harmless the Licensee from and against any and all losses asserted against, incurred, sustained or suffered by Licensee and/or its Representatives as a result of, arising out of, or relating to a claim that the Platform or any Licensor's intellectual property as delivered to Licensee infringes or misappropriates the intellectual property of any third party (collectively, "Licensee Indemnifiable Claims"), including any costs incurred in connection with preparing to defend against any Licensee Indemnifiable Claims.
- 14.2. By Licensee. Unless prohibited by state law or regulations, Licensee will defend, indemnify and hold harmless the Licensor and its Representatives from and against any and all losses incurred, sustained or suffered by Licensor as a result of, or arising out of, or relating to any third party lawsuit or proceeding brought against Licensor due to: (i) Authorized Users' posted and uploaded content, (ii) Licensee or Authorized Users' illegal behavior or conduct; (iii) Licensee's, Authorized Users, and/or Student Users'

use of the Platform or Licensor Property in any manner inconsistent with or in breach of the Agreement; and/or (iv) any claim alleging facts that would constitute a breach of Licensee's representations and warranties made in this Agreement (collectively, "Licensor Indemnifiable Claims"), including any costs incurred in connection with preparing to defend against any Licensor Indemnifiable Claims.

## 15. LIMITATION ON LIABILITY.

15.1. DAMAGE DISCLAIMER. EXCEPT AS PROVIDED BELOW IN THIS SECTION 15, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2. GENERAL DAMAGE CAP. EXCEPT AS PROVIDED ELSEWHERE IN THIS AGREEMENT, IN NO EVENT SHALL LICENSOR BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR LOSSES IN EXCESS OF THE AMOUNT LICENSEE PAID FOR THE PLATFORM/SERVICES DURING A THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE LICENSEE FOR ANY LOSSES OR (B) LICENSOR KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

## 16. MISCELLANEOUS.

- 16.1. Compliance with Laws. Each party shall comply with all laws, rules and regulations, if any, applicable to it in connection with the performance of its obligations under the Agreement.
- 16.2. Competitors. Licensee agrees, and will ensure Authorized Users' compliance, to not share or make available the Platform or Licensor Property to a competitor of Licensor.
- 16.3. Survival. Upon the expiration or termination of this Agreement, all access to the Platform may cease without prior notice. Sections 4.1, 9.1, 10, and 13-16 will survive expiration or termination of this Agreement.
- 16.4. Amendment and Modification. Any amendment and modifications to this Agreement must be in writing, reference the Agreement, and be executed by both parties.
- 16.5. No Third-Party Beneficiaries. The Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights to any third party.
- 16.6. Assignment. Licensee shall not assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, without the prior written consent of Licensor and any attempt to do so will be null and void. Licensor may assign or transfer its rights to an affiliate or to a third party due to a merger, consolidation, change of control, sale of all or substantially all of its securities or assets, contract, management agreement, or otherwise.
- 16.7. Force Majeure; Transmissions. Neither party shall be liable for failing or delaying performance of its obligations (except for the payment owed for services rendered) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, epidemics, pandemics or other acts of God, labor conditions, power failure, and Internet disturbances. Licensor will not be responsible for receiving data, queries, or requests directly from Authorized Users, Student Users, or any other third party, or for the transmission of data between Authorized Users or Student Users and the Platform.
- 16.8. No Waiver. The failure to require performance of any provision of this Agreement shall not affect a party's right to require performance at any time thereafter; nor shall any waiver of a breach of any provision constitute a waiver of the provision itself.
- 16.9. Notices. All notices relating to this Agreement must be in writing, sent by postage prepaid first-class mail, courier service, or via email: To PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York,

NY 10018, Attn: Legal Department or via email at legal@presencelearning.com. To Licensee: Notices will be sent to the address provided to Licensor, or by other legally acceptable means.

- 16.10. **Independent Contractors.** The parties are and shall remain independent contractors and nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the parties. Neither party shall be deemed to be an employee or legal representative of the other nor shall either party have any right or authority to create any obligation on behalf of the other party.
- 16.11. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and conducted in the English language before a single neutral arbitrator to be selected by AAA. The place of arbitration shall be mutually agreed upon.
- 16.12. **Entire Agreement.** This Agreement, any Exhibits, and applicable Service Orders constitutes the entire agreement between the parties with respect to the subject matter and supersedes all other prior agreements and understandings, both written and oral, between the parties.
- 16.13. **Governing Law.** This Agreement and all disputes or controversies arising out of or relating to this Agreement are governed by the law of the state the Licensee is located.
- 16.14. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. A facsimile, PDF, or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**LICENSOR:**

**PresenceLearning, Inc.**

DocuSigned by:  
*Brian Culbreth*  
By: Brian Culbreth  
Name: Brian Culbreth  
Title: CRO  
Date: 2022-06-10

**LICENSEE:**

**Fall River Joint Unified School District**

DocuSigned by:  
*Dr. Merrill Grant*  
By: Dr. Merrill Grant  
Name: Dr. Merrill Grant  
Title: Superintendent  
Date: 2022-06-10

**EXHIBIT A**  
**FORM OF SERVICE ORDER**

This Service Order is incorporated and made part of the Teletherapy Professional Development and Platform License Agreement ("Agreement") between PresenceLearning, Inc., ("Licensor") and Fall River Joint Unified School District ("Licensee"). Capitalized terms used herein and not defined shall have the meanings given to such terms in the Agreement. In the event of a conflict between this Service Order and the Agreement, the terms and conditions of the Agreement will prevail.

Service Order Term: July 1, 2022- June 30, 2023

<b>Licensee Primary Contact Information:</b>	<b>Licensor Contact Information:</b>
Name: Brent Beyer	Name: Abby Seitelman, Customer Success Associate
Address: 20375 Tamarack Avenue	Address: 530 Seventh Ave., Suite M1
City, State, Zip: Burney, CA 96013	City, State, Zip: New York, NY 10018
Email: <a href="mailto:bbeyer@frjUSD.org">bbeyer@frjUSD.org</a>	Email: <a href="mailto:abby.seitelman@gmail.com">abby.seitelman@gmail.com</a>

**SERVICE OPTIONS:**

**Teletherapy Administrator Access:** Each Licensee will receive one Administrator license to the Platform, which includes the following:

- Customer-specific administration page;
- Access to a Therapy Room (for demonstration purposes);
- Access to Telehealth Institute; and
- Access to the web-based training materials, live training and support resources of Teletherapy Essentials Part A.

**Service Option 1: Teletherapy Essentials**

Part A. All Authorized Users will receive access to the Platform, including the following:

- Web-based training materials (collectively, "All User Training Content"):
  - Getting Started with PresenceLearning (self-directed and untimed training);
  - Setting Up Your Telepractice (estimated completion time 40 minutes);
  - Therapy Foundations (estimated completion time 40 minutes);
  - Therapy Room Activities Training (estimated completion time 45 minutes); and
  - Therapy Room Assessments Training (estimated completion time minutes).
- Live training and support resources:
  - Training for Platform Applications for Educators and Support Personnel (up to 45 minutes)
  - Clinical Workshops for Educators and Support Personnel; and
  - Live technical support available via telephone, email and live chat 8am-8pm EST on business days.

Part B. In addition to Part A, discipline-specific access services will be provided in accordance to the Service Order:

- Speech Language Pathologists:
  - Speech Language therapy assessments (refer to Schedule I, hereto attached);
  - Training for Therapy Applications for Speech-Language Pathologists (estimated completion time 45 minutes);
  - Training for Assessment Applications for Speech-Language Pathologists (estimated completion time 45 minutes); and

- o Clinical Workshops for Speech-Language Pathologists;
- Occupational Therapist:
  - o Occupational therapy assessments (refer to Schedule I, hereto attached);
  - o Training for Therapy and Assessment Applications for Occupational Therapists (estimated completion time 60 minutes); and
  - o Clinical Workshops for Occupational Therapists.
- Behavior and Mental Health Specialists:
  - o Training for Therapy Applications for Behavior Mental Health Professionals (estimated completion time 45 minutes);
  - o Training for Informal Assessment Applications for Behavior & Mental Health Professionals (estimated completion time 45 minutes); and
  - o Clinical Workshops for Behavior Mental Health Specialists.

**Service Option 2: Teletherapy Essentials Plus Psychoeducational Assessments (AVAILABLE ONLY FOR QUALIFIED ADMINISTRATORS OF PSYCHOEDUCATIONAL ASSESSMENTS)**

Includes Teletherapy Essentials, inclusive of all training provided to Behavior and Mental Health Specialist, plus access to:

- Psychoeducational Assessments (refer to Schedule I, hereto attached); and
- Live Training for Assessment Applications for School Psychologists.

**Service Option 3: Teletherapy Essentials Plus Achievement Assessments (AVAILABLE ONLY FOR QUALIFIED ADMINISTRATORS OF ACHIEVEMENT SECTION OF PSYCHOEDUCATIONAL ASSESSMENTS)**

Includes Teletherapy Essentials, plus access to:

- Achievement subtests of Psychoeducational Assessments (refer to Schedule I, hereto attached); and
- Training for Achievement Sections of Assessment Applications for School Psychologists (up to 90 minutes).

<b>X Annual Fee Prepaid</b>			
<b>PRODUCT</b>	<b>NUMBER OF AUTHORIZED USERS</b>	<b>PER AUTHORIZED USER FEE</b>	<b>SUBTOTAL</b>
Therapy Administrator	3	Included	Included
Therapy Essentials:			
<input type="checkbox"/> SLP	2	\$2400	\$4800
<input type="checkbox"/> OT		\$	\$
<input type="checkbox"/> BMH		\$	\$
<input type="checkbox"/> OTHER		\$	\$
Therapy Essentials Plus Psychoeducational Assessments	1	\$2600	\$2600
Therapy Essentials Plus Achievement Assessments (Annual Fee)		\$	\$
<b>TOTAL</b>	6 (including 3 admin at no cost)		<b>\$7,400.00</b>

\* Annual Fee is nonrefundable and payable within thirty (30) days of signing of Service Order  
 \*\* Payment is nonrefundable and payable within thirty (30) days of signing of Service Order

**ALL ABOVE FEES EXCLUDE APPLICABLE TAXES**

## **SCHEDULE I**

### **Available Assessments**

#### **Speech-Language Assessments**

Clinical Evaluation of Language Fundamentals-5 Screener  
Clinical Evaluation of Language Fundamentals-5  
Clinical Evaluation of Language Fundamentals-5 Metalinguistics  
CELF Preschool-2  
Comprehensive Assessment of Spoken Language, 2nd Ed.  
Goldman-Fristoe Test of Articulation-3• Arizona Articulation Phonology Scale, 4th Ed.  
Peabody Picture Vocabulary Test, 5th Ed.  
Expressive Vocabulary Test, 3rd Ed.  
Comprehensive Test of Phonological Processing, 2nd Ed.  
Gray Oral Reading Test-5  
Test of Auditory Processing-4  
Oral and Written Language Scales-2  
Clinical Evaluation of Language Fundamentals, 4th Ed., Spanish  
Expressive One-Word Picture Vocabulary Test-4: Spanish-Bilingual Edition  
Receptive One-Word Picture Vocabulary Test-4: Spanish-Bilingual Edition  
Goldman-Fristoe Test of Articulation, 3rd Ed., Spanish

#### **Psychoeducational Assessments**

Wechsler Intelligence Scale for Children-Fifth Edition (WISC-V)  
Woodcock-Johnson IV Test of Cognitive Abilities (WJ IV COG)  
Test of Auditory Processing Skills – Third Edition (TAPS-3)  
Comprehensive Test of Nonverbal Intelligence – Second Edition (CTONI-2)  
Test of Nonverbal Intelligence – Fourth Edition (TONI-4)  
Comprehensive Test of Phonological Processing – Second Edition (CTOPP-2)

#### **Academic/Achievement Assessments**

Woodcock-Johnson IV Tests of Achievement (WJ IV ACH)  
KeyMath (TM) – 3 Diagnostic Assessment  
Gray Oral Reading Tests – Fifth Edition (GORT-5)

#### **Occupational Therapy Assessments**

Motor-Free Visual Perception Test – Fourth Edition (MVPT-4)

Please note the following:

- The listed assessment will only be made available to Authorized Users with the verified clinical credentials necessary to administer the assessment and Psychoeducational Assessments will only be accessible to Authorized Users who purchase the Teletherapy Essentials Plus Psychoeducational Assessments offering;
- The Platform includes electronic versions of the applicable test stimuli and test manuals for each assessment listed below. Licensee is responsible for obtaining test protocols, response booklets, equipment, or any test manipulatives that may be required to administer the assessment; and
- Licensors is continuously updating its assessment offerings; therefore, the above list is subject to change.

**SCHEDULE II - EQUIPMENT**

This Equipment Schedule (the "Schedule") is incorporated and made part of the Teletherapy Training and Platform License Agreement (the "Agreement") between PresenceLearning, Inc. (the "Licensor") and the entity named in the Service Order (the "Licensee") that is purchasing the License (as such defined in the Agreement) and lists the terms and conditions of the purchase of hardware, test kits and materials (collectively "Equipment") from Licensor. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. **Hardware Available for Purchase.** Licensee may, at Licensee's option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
iPad Splitter	\$10.00
Document Camera	\$85.00

Licensee is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided in Section 9.

2. **WISC-V Kits.**

- 2.1 **Purchase of WISC-V Kits.** If the Agreement provides that the Licensee may access WISC-V assessments, Licensee may purchase for Authorized Users and Student Users the WISC-V test kits (each, a "Kit") from Licensor. Kits are not included in the price of the assessments. Each Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V assessments. Prices of the Kits will be reflected in the Service Order entered into at the time the Kits are to be purchased.

WISC-V	Price per unit
WISC-V Stimulus Book	\$11.00
WISC-V Blocks	\$46.00

- 2.2 **Tracking and Return of Kits.** Licensee understands and acknowledges that the Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Kit from each student that received one. After a Kit has been used by a Student User, Licensee must arrange for the return of the Kit directly to Licensor. On a quarterly basis, Licensee will acknowledge and confirm to Licensor that the Kits are in Licensee's possession (in a mutually agreed upon manner). At no time will a Kit remain in the possession of Licensee's student once it has been used.

3. **Delivery; Title; Risk of Loss.**

- 3.1 **Brick and Mortar Schools.** Licensor will ship Equipment directly to Licensee at the address provided in the Agreement. If Licensee's location is temporarily inaccessible due to COVID-related closures, Licensor will temporarily ship Equipment to any other address provided by Licensee.
- 3.2 **Virtual School.** Licensor will ship the Equipment to the addresses provided by Licensee.
- 3.3 **FOB.** Licensor shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Licensee upon delivery.
- 3.4 **Delivery Dates.** All delivery dates are approximate. Licensor shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.
- 3.5 **Received and Accepted.** Equipment is deemed received and accepted upon delivery to the address provided by Licensee.
4. **Delivery Addresses.** Licensee is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Licensee provides an incorrect address, then Licensee will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to Licensor's error, Licensor will promptly ship replacement Equipment to the correct address at no cost to Licensee.
5. **Inspection of Goods.** Licensee has the right to examine the Equipment upon receipt and has 3 days in which to notify Licensor of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to Licensor in accordance with accepted trade practices.
6. **Fees; Payment.** Licensee agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Licensee is responsible for all taxes and shipping, which fees may vary based on shipment destination.
7. **Disclaimer of Warranty.** Licensor is not the manufacturer of the Equipment and the Equipment is being sold "as is," and Licensor disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.
8. **Delay or Failure to Perform.** Licensor will not be liable to Licensee for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Licensor's control. Licensor shall notify Licensee immediately upon realization that it will not be able to deliver the Equipment as promised.
9. **Suggested Hardware Specification.** The following is a list of suggested hardware and specifications for use in clinical services.

Hardware Type	Requirements	Suggested Brand	Suggested Model
Webcam with tripod	<ul style="list-style-type: none"> <li>● Attachable tripod</li> <li>● Video resolution 1920X1080</li> <li>● Auto focus</li> <li>● Field of View = 65°</li> </ul>	N/A	N/A
Headset	<ul style="list-style-type: none"> <li>● Noise-canceling microphone</li> <li>● 40mm stereo speakers with deep bass sound deliver crystal clear audio</li> </ul>	ANDREA	EDU-455 STEREO HEADSET
Headset USB	<ul style="list-style-type: none"> <li>● Noise-canceling microphone</li> <li>● 40mm stereo speakers with deep bass sound deliver crystal clear audio</li> </ul>	ANDREA	OVER EAR USB NC-455VM
Splitter	<ul style="list-style-type: none"> <li>● Splitter cable allows you to connect 2 headphones simultaneously to your</li> </ul>	ANDREA	Y-100B





## Simpson University

### Simpson University and Fall River Joint Unified School District

#### Paid Internship Agreement – Memorandum of Understanding

This agreement is between Fall River Joint Unified School District (“District”) and Simpson University (“University”), who may be referred to collectively as the parties. The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential, while employed in a paid internship position (“Paid Intern”). This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Intern Pathway Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing while employed in a paid internship position (“Paid Interns”).

#### **I. TERM OF THE AGREEMENT**

- A. This Agreement shall commence as of the date hereof and shall continue until such time as either party gives the other party 30 days’ written notice of its intent to terminate the Agreement. The termination of the Agreement shall be effective upon the date specified in such written notice. Provided, however, all students participating in the University Intern Pathway Program while employed by the District as a Paid Intern as of the date of such notice shall be permitted to complete their Intern Assignment so long as said student is not the cause of the termination of the Agreement.

#### **II. RECITALS**

- A. University operates a program for the education and training of candidates pursuing a Preliminary Multiple Subject Teaching Credential or Preliminary Single Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

#### **III. CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS**

- A. In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English Learner support and supervision, which must be provided to Paid Interns. The regulations (California Education Code §44321; 5 Cal. Code Reg. §80033) were approved and made part of law effective 2014.
- B. Under the approved regulations, the University and District must:
1. Identify a Peer Support Provider or other designated individual who meet the CTC’s specified criteria prior to a Paid Intern’s start date.
  2. Provide a minimum of 144 hours per year (72 hours per semester) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.

- a. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.
3. Provide an additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English Learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Cross-Cultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed Peer Support Provider. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Cross-Cultural Language and Academic Development (CLAD) Certificate.
  - A. A minimum of one hour of support/mentoring and supervision specific to English Learners must be provided to the Paid Intern every five instructional days.
  - B. More information regarding the types of activities that count towards these support hours may be found on the Intern Eligibility Checklist.
4. As per California Education Code section 44462, the site must meet the minimum salary specifications for an intern and may reduce the intern's salary by up to one-eighth to offset intern support.

#### **IV. DISTRICT AND/OR SCHOOL ADMINISTRATOR RESPONSIBILITIES:**

- A. District will submit to University's School of Education a School District Letter of Intent to Hire (see attached).
- B. District will provide each Paid Intern with a certified, experienced district-employed Peer Support Provider who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the teaching performance expectations prior to the Paid Intern's first day as a teacher of record. District will provide documentation to the University of appropriate credentialing of district-employed Peer Support Provider as needed. The Peer Support Provider must:
  1. hold valid clear or life California teaching credential and valid English Learner Authorization that authorizes them for the subject and services they are providing (credential subject area must align with the subject area being pursued by the intern; teachers with preliminary credentials are ineligible),
  2. have a minimum of three years of successful K-12 teaching experience,
  3. be recognized and recommended by the site administrator as a qualified and effective teacher,
  4. be an effective communicator and collaborator with other professional teachers, and
  5. commit to creating a diverse, democratic, and socially responsible society in which every student is valued.
- C. District will identify a district-employed Peer Support Provider and will complete the Peer Support Provider Information Form. Form will be submitted to University's School of Education prior to the Paid Intern's start date.
- D. District will provide new teacher orientation, on-going support and other clinical /professional experiences for Paid Interns teaching within the District under the supervision of a district employed Peer Support Provider.

E. District will provide release time and compensation for the Paid Intern and Peer Support Provider for participation in District group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms as per section III.B.

F. District will pay University a sum of \$1,500 per semester per Paid Intern.

G. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.

H. District will instruct Paid Intern in school policies and will instruct Paid Interns in California Department of Education Child Abuse Identification & Reporting Guidelines, sexual harassment, and professional conduct.

I. District, in conjunction with University's School of Education, and in compliance with CTC requirements, shall develop and implement an appropriate professional development plan for the Paid Intern. District will advise the Paid Intern in developing an individual academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential and meet the requirements for the preliminary credential being sought.

J. Support the completion of the Intern Eligibility Checklist, and in consultation with the School of Education, develop and implement an appropriate Professional Development Plan for the intern, in compliance with CTC requirements.

K. District will notify the University of any changes in employment during the internship;

L. Release the intern from employment if the School of Education determines that the terms of the internship are not being met.

M. District will review details and pre-requisite requirements for becoming a Paid Intern and verify that the proposed teaching position:

- i. is in a public school district or public charter school;
- ii. is a regular teaching position authorized by the standard credential which the credential candidate is pursuing;
- iii. does not displace any certificated employees in the school district;
- iv. is at least 75% of a full-time position;
- v. is appropriate for the subject matter competence of the credential candidate;
- vi. is supported by the local bargaining unit representing district teachers;
- vii. is assigned a reasonable teaching load for a teacher- in-training and protected from extracurricular and case-overload demands.

## **V. UNIVERSITY DUTIES**

A. University will work collaboratively with the District's Human Resource Department, School Site Administration, and staff in the assignment of the Paid Intern placement.

B. Where required, University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an Intern Credential (Certificate of Clearance, Basic Skills Subject Matter Competence, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an Intern Credential.

C. University will provide a description of the courses to be completed within two years by the Paid Intern, a plan for the completion of the pre-service or other clinical training including clinical practice, and guidance regarding the completion of other requirements necessary for the preliminary credential, if applicable.

D. University will assign a University Supervisor who will observe the Paid Intern's on-site teaching a minimum of nine times during the semester(s), submit written observations, review lesson plans, and write a final evaluation.

E. In conjunction with the District, provide support and supervision assistance with 72 hours of support/mentoring, and, if necessary, 23 hours of additional English Learner training (required if intern does not already hold an English Learner Authorization) each semester.

F. University Supervisor will confer regularly with District and site administration and district employed Peer Support Provider through meetings, telephone calls, and/or e-mail.

G. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern. District will cooperate with University in any investigation concerning the reported violation.

H. University will guarantee that the Paid Intern has appropriate finger printing and background check clearance.

I. University will instruct Paid Interns in California Department of Education Child Abuse Identification & Reporting Guidelines.

J. For each Paid Intern District employs, University will invoice District in December, for the fall semester, and May, for the spring semester. District will pay university within 30 days of receipt of invoice.

## **VI. DISTRICT DISCRETION**

A. It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District.

## **VII. LIABILITY INSURANCE & WORKERS' COMPENSATION**

A. The District will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million) for each occurrence and \$2,000,000 (two million) in the aggregate, with no exclusion for molestation or abuse. The District will provide the University with proof of such insurance upon execution of this Agreement For purposes of this Agreement, each the District and the University will provide workers' compensation insurance coverage for their own employees of the District or the University. District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

B. The University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million) for each occurrence and \$2,000,000 (two million) in the aggregate, with no exclusion for molestation or abuse. The University will provide the District with proof of such insurance upon execution of this Agreement For purposes of this Agreement, each the District and the University will provide workers' compensation insurance coverage for their own employees of the District or the University.

C. Upon registration, Simpson University students pay for student liability coverage which provides legal defense and protection of assets (up to \$2,000,000) when faced with a lawsuit related to incidents that may occur while assigned to a school for their coursework.

## VIII. MUTUAL TERMS AND CONDITIONS

- A. Indemnification. The parties shall defend, indemnify, and hold one another, their officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of or in connection with this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.
- B. Use of Other Party's Name. Neither party will use the name or mark of the other party in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of the other party.
- C. Nondiscrimination. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- D. Interpretation of the Agreement. The laws of the State of California shall govern this Agreement.
- E. Modification of Agreement. This Agreement shall only be modified in signed writing with the same formality as the original Agreement.
- F. Relationship of Parties. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons or damages to property, the parties do not waive any defenses as a result of entering into this contract.
- G. Notices. Notices shall be directed to the appropriate parties at the following addresses:

For the University:	For the Community Organization:
Simpson University Chief Operations Officer, Robert Quirk 2211 College View Drive, Redding, CA 96003	Fall River Joint Unified School District Superintendent, Merrill M. Grant Ed. D. 20375 Tamarack Ave., Burney, CA, 96013

- H. Entire Agreement. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises to exist in regard to this relationship.

- I. Execution in Counterparts. This Agreement may be executed in counterparts and transmitted by facsimile or by electronic mail with scan attachment or by any other electronic means intended to preserve the original graphic and pictorial appearance of a party's signature, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

**IN WITNESS WHEREOF**, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

FOR: **Simpson University**

BY: \_\_\_\_\_

Dr. Norman Hall

University President

DATE: \_\_\_\_\_

*June 8 / 22*

FOR: Fall River Joint Unified School District

BY: \_\_\_\_\_

Merrill M. Grant Ed.D

Superintendent

DATE: \_\_\_\_\_

*6/9/22*

# Teacher Induction Program



General  
Education

Career Technical Education  
Preliminary and Clear

Education  
Specialist

April 29, 2022

Dear Administrator,

Thank you for partnering with the Tehama County Department of Education Teacher Induction Program and for collaborating with us to establish a network of support for your teacher(s) and their mentor(s). Our goal is to support early-career teachers during their most challenging years of teaching, advance their professional practice through high-quality mentoring, and meet their credentialing needs.

Enclosed you will find our 2022-2023 Memorandum of Understanding. The California Teacher Induction standards call for a coherent overall system of support through collaboration, communication, and coordination between candidates, mentors, school and district administrators, and all members of the Induction system. Our intent with this MOU is to foster collaboration, communication, and coordination with partnering districts to establish a system of mentoring, support, and professional learning in service of early career teachers and their students. Please note that the MOU includes a request for the designation of a District Coordinator to act as a liaison between your district and our program, promote communication, and strengthen our partnership.

Please return the signed MOU (p.7), along with the District Coordinator's signature on [Attachment 1](#), to the following address or scan and email it to [induction@tehamaschools.org](mailto:induction@tehamaschools.org) :

Tehama County Department of Education  
Attn: Teacher Induction Program  
1135 Lincoln Street Red Bluff, CA 96080

If you have any questions regarding the MOU or the enrollment process, please contact me via email at [induction@tehamaschools.org](mailto:induction@tehamaschools.org) or by calling 530-528-7311. We look forward to collaborating with you in support of teacher growth and development.

Thank you,

A handwritten signature in blue ink that reads 'Maria Elena Diaz'.

Maria Elena Diaz  
Administrator, Tehama Teacher Induction Program

**Memorandum of Understanding between Tehama County Superintendent of Schools  
and**

**Participating County Offices of Education and School Districts, or Employing Agencies**

**I. General**

This Memorandum of Understanding (MOU) is between the Tehama County Superintendent of Schools, serving as the Local Education Agency ("LEA") for the Tehama County Department of Education Teacher Induction Program ("PROGRAM"), and the county office of education, district, employing agency, or independent charter school ("DISTRICT") signing below. Throughout the MOU, new teachers are referred to as "Candidates" and veteran teachers are referred to as "Mentors." The term of this MOU commences on July 1, 2022, and terminates on June 30, 2023.

**II. Purpose**

The purpose of the MOU is to establish a formal working relationship between the DISTRICT, LEA, and the PROGRAM; set forth conditions, roles, and responsibilities that will govern this relationship; set forth the terms and conditions upon which the parties shall cooperate and share responsibility for performance of this Agreement. The PROGRAM will provide and coordinate services and support to guide Candidates in meeting California credential requirements through a two year, individualized, job-embedded system of mentoring, support, and professional learning that begins in the teacher's first year for the state-accredited General Education Clear Credential Program, Education Specialist Clear Credential Program, and the Designated Subjects Career Technical Education Preliminary and Clear Credential Programs.

**III. Eligibility**

Eligible Candidates are those hired within the PROGRAM "Consortium" defined as the following counties: Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity Counties. The following credential programs are available to Candidates: **Preliminary Credential Program** - for Candidates who meet the industry experience and prerequisite CCTC requirements for Designated Subjects Career Technical Education Credential and **Clear Credential Program** - for Candidates holding a Preliminary Multiple Subject, Single Subject, Education Specialist, or Designated Subjects Career Technical Education Credential(s), and out of state and out of country trained teachers. Candidates who hold a second Preliminary Credential and need to obtain a second Clear Credential; or who already hold one Clear Credential and need to obtain a second Clear Credential and are eligible to participate in the PROGRAM on a fee-for-service basis (Table A: 2022-2023 Fee Schedule). Refer to [Attachment 5](#) as a guide in determining a Candidate's eligibility for enrollment in an Induction Program. The PROGRAM Credentials Technician will use the credential status information provided by the California Commission on Teacher Credentialing to verify their eligibility to enroll in a California Teacher Induction Program. Once a Candidate is accepted in the PROGRAM, TCDE offers the PROGRAM to the Candidate, meeting the adopted program standards, until the Candidate:

- a. completes the program;
- b. withdraws from the program;
- c. is dropped from the program based on established criteria; or
- d. is admitted to another program to complete the requirements, with minimal disruption, for the authorization

In the event of program closure, TCDE will offer a teach-out plan ([Attachment 6](#)), which includes individual transition plans for each Candidate, as well as a plan for Candidates to access their student records ([Attachment 7](#)).

**IV. LEA and PROGRAM Responsibilities**

(Tehama County Department of Education Teacher Induction Program)

**A. Accreditation:**

1. Establish a program model in alignment with California Teacher Induction Standards to ensure PROGRAM accreditation status through the California Commission on Teacher Credentialing (CCTC) Accreditation System.
2. Submit accreditation reports and fees as required by CCTC.

**B. Personnel:**

1. Employ a PROGRAM Administrator whose primary duty is to administer the PROGRAM.
2. Employ Support Staff whose primary duty is to support the administration of the PROGRAM.
3. Employ Coaches whose primary duty is to support Mentors and Candidates in meeting PROGRAM requirements.

**C. Internal Resources:**

1. Provide sufficient and appropriate workspace for the PROGRAM Administrator and PROGRAM Support Staff.
2. Provide office support services for the PROGRAM, including, but not limited to, mail service, phone, fax, internet services, technology support, and meeting space for PROGRAM activities.
3. Provide business and legal services required for PROGRAM implementation.

**D. Services Provided:**

1. Provide a process for equitable distribution of support, formative assessment, and credential services to Candidates and Mentors in all participating DISTRICTS within the region.
2. Develop and provide ongoing training and support for Mentors that includes, but is not limited to coaching and mentoring, goal setting, use of appropriate mentoring instruments, best practices in adult learning, support for individual mentoring challenges, reflection on mentoring practice, and opportunities to engage in professional learning networks, etc.
3. Provide Mentors and Candidates with guidance and clear expectations for the mentoring experience based on the PROGRAM's design.
4. Advise Candidates of an Early Completion Option for "experienced and exceptional" Candidates.
5. Arrange for and monitor California State University, Chico, and Simpson University Continuing Education Units for Candidates and Mentors.
6. Provide professional development for Site Administrators (topics may include Induction program preconditions and standards, their role in the Induction program, mentor selection, mentoring skills to support the Individualized Learning Plan, the importance of new teacher professional development, and the working conditions that optimize a Candidate's success).
7. Maintain a database for tracking each Candidate's progress toward completion of PROGRAM requirements.
8. Submit Clear Credential recommendations to the CCTC for Candidates who have successfully completed the requirements of the PROGRAM.

**E. Communication:**

1. Inform Candidates of the completion of requirements for the Clear General Education Credentials (Multiple and/or Single Subject), Preliminary and Clear Designated Subjects Career Technical Education Credentials, and/or Clear Education Specialist Credentials.
2. Inform the DISTRICT of the Candidate's and Mentor's progress toward completion of PROGRAM requirements.

**F. Stakeholder Engagement:**

1. Convene PROGRAM Regional Advisory Council meetings a minimum of two times per year and Leadership Team meetings a minimum of two times per year to engage stakeholders in the decision making process and to support the continuous improvement of services provided to Mentors and Candidates.
2. Administer Mid-Year and End-of-Year surveys to Site Administrators, Mentors, and Candidates for the purpose of PROGRAM evaluation.

**G. Financial:**

1. Develop, establish, and process payment for contracts with Mentors (see Table A: 2022-2023 Fee Schedule) to participate in the PROGRAM Mentor trainings (coaching and mentoring skills, goal setting, use of appropriate mentoring instruments, and best practices in adult learning), reflect on their mentoring practice, engage with mentoring peers in professional learning networks, and meet weekly for an average of not less than one hour per week with each Candidate (35 hours total).
2. Establish and fulfill contracts with outside vendors for professional services as needed and/or required.
3. Assume overall fiscal responsibility for the administration of the PROGRAM budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or California Department of Education (CDE).

**V. DISTRICT Responsibilities**

**A. Personnel**

1. Appoint a DISTRICT Coordinator ([Attachment 1](#)) whose assignment includes dedicated time to fulfill the DISTRICT Coordinator's roles and responsibilities (may include Human Resource personnel, Site Administrator, Instructional Coach, or Curriculum and Instruction Administrator/Coordinator, etc.).

**B. Enrollment and Mentor Selection**

1. Upon hire, identify all Candidates who are eligible for PROGRAM services, as described by state guidelines (Eligibility for Induction Guide - [Attachment 5](#)).
2. Notify each new Candidate of his or her responsibility to enroll in an Induction program in order to clear his or her Preliminary General Education, Education Specialist, and/or Designated Subjects Career Technical Education teaching credential and provide Candidates access to the PROGRAM enrollment web-page.
3. Enroll Year 2 Candidates by June 30, 2022, Year 1 Candidates by July 30, 2022 and late hires by August 31, 2022 to allow the PROGRAM support staff sufficient time to confirm their eligibility and provide timely notifications before the start of the academic year. Teachers hired after the August 31, 2022 deadline will be considered on a case by case basis.

4. Assign a qualified Mentor, who meets CCTC identified criteria, to each eligible Candidate within 30 days of the Candidate's enrollment in the PROGRAM. Qualifications for Mentors must include, but are not limited to:
  - a) Mentors must hold a Clear Credential which is a match to that of the Credential Candidate (exceptions may be made for Career Technical Education).
  - b) Mentors must have 3 or more years of effective teaching experience.
  - c) Mentors must have knowledge of the context and content of the Candidate's teaching assignment.
  - d) Mentors must demonstrate commitment to professional learning and collaboration.
  - e) Mentors must have the ability, willingness, and flexibility to meet the Candidate's needs for support.
  - f) Mentors must have the availability to attend the professional learning required.
  - g) Mentors must possess basic computer skills (e.g. word processing, Web navigation, email, and file downloads/uploads).
5. Assure the PROGRAM that the Mentor assigned to the candidate does not have any supervisory role or responsibilities over the Candidate they are assigned to mentor.
6. Notify the PROGRAM of the Mentor selection via the district enrollment form and provide Mentors access to the PROGRAM enrollment web page.

**C. Services Provided**

1. Provide Candidates and Mentors release time for formal and informal observations (a minimum of 2 per year for the Mentor and 2 per year for the Candidate).
2. Ensure each Mentor and Candidate has access to a personal or district-issued computer and an internet connection to participate in professional learning via the PROGRAM designated web-conference platform and to complete program requirements.
3. Make every effort to assign Candidates to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites, and multiple adjunct duties. For Candidates assigned a "challenging" setting, the DISTRICT will mitigate working conditions by appropriating support services.
4. Conduct an initial orientation for Candidates that includes an introduction to the school's staff in order to build a learning community climate within the school.
5. Ensure that each Candidate receives an average of not less than one hour per week of individualized support and mentoring (a total of 35 hours or 2100 minutes).
6. Provide Candidates the opportunity to participate in professional learning that correlates with and supports their Individualized Learning Plan (ILP) professional growth goals.
7. Ensure that district and school site administrative staff support the confidential nature of the Candidate-Mentor relationship. The ILP is designed and implemented solely for the professional growth and development of the Candidate and not for evaluation for employment purposes. PROGRAM assessments and activities shall not be considered in the Candidate's school and/or district evaluation.
8. Assist the PROGRAM in ensuring that all Mentors and Candidates attend required training and complete PROGRAM requirements, including providing release time as necessary.

**D. Communication**

1. The District Coordinator will communicate PROGRAM requirements and Expectations of Site Administrators ([Attachment 2](#)) to site administrators with candidates enrolled in the PROGRAM.
2. Notify PROGRAM staff within 10 business days of any changes in the employment status, leaves of absence, or changes in teaching assignment of the enrolled Candidate(s) and Mentor(s).
3. Notify PROGRAM staff of a need for a Mentor reassignment.
4. Notify PROGRAM staff of any Candidate who discontinues PROGRAM participation (Table B: 2022-2023 Refund Schedule).

**E. Input**

1. Participate in PROGRAM evaluation by providing feedback via the Site Administrator Mid-Year and End-of-Year surveys.
2. Participate in the CCTC Accreditation Cycle (Site Review interviews, etc.) as needed.
3. DISTRICT appoints a minimum of one liaison to serve on the PROGRAM'S Regional Advisory Council. The liaison(s) should be a designee authorized by the DISTRICT to fulfill the roles and responsibilities assigned to him or her. The liaison supports the PROGRAM by providing ongoing updates, communication, and information to and from the DISTRICT.

**F. Financial**

1. The DISTRICT will assume financial responsibility of all PROGRAM Fees for each Candidate enrolled in the PROGRAM. Refer to Table A: 2022-2023 Fee Schedule.
  - a) The PROGRAM may provide a refund to the DISTRICT in the event that a Candidate discontinues PROGRAM participation. Refer to Table B: 2022-2023 Refund Schedule.
2. Provide Candidates and Mentors release time for formal and informal observations (a minimum of 2 per year per Mentor and 2 per year per Candidate).
3. Provide Candidates and Mentors release time, as needed, to participate in the PROGRAM'S professional development.

**G. Expectations**

1. **Expectations of Site Administrator:** The DISTRICT shall ensure that each district employee who is designated as a Site Administrator understands that the knowledge, attitudes, and actions of the Site Administrator are critical to the success of the Induction Program. The DISTRICT shall provide each Site Administrator with a copy of the responsibilities set forth in Expectations of Site Administrators - [Attachment 2](#).
2. **Expectations of District Coordinator:** The DISTRICT shall ensure that each district employee who is designated as a District Coordinator for the Induction Program has certain responsibilities, including but not limited to those set forth in [Attachment 1](#). The DISTRICT shall provide the District Coordinator with a copy of the responsibilities set forth in Expectations of District Coordinators - [Attachment 1](#).
3. **Expectations of Mentor:** The DISTRICT shall ensure that each Mentor, whom the district/school assigns to provide support services to a Candidate, complies with the terms and conditions set forth in Expectations of Mentors - [Attachment 3](#).
4. **Expectations of Candidate:** The DISTRICT shall ensure that each Candidate who participates in one or more Induction Programs complies with the terms and conditions set forth in Expectations of Candidates - [Attachment 4](#).



VI. Compliance with CTC Requirements

Pursuant to Education Code Section 4427(a) both parties agree to adhere to the General and Program Preconditions established by the CTC, which are linked to this MOU as Attachments 9-11 and incorporated into the MOU.

VI. Non-Discrimination Clause

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

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

Richard DuVarney  
Richard DuVarney, Superintendent

Merrill M. Grant  
Signature - Superintendent/Authorized Agent

Tehama County Department of Education  
District Name

Merrill M. Grant  
Print Name

5/23/22  
Date

Fall River Joint Unified  
District Name

6/15/22  
Date

**Table A: 2022-2023 Fee Schedule**

Clear Credential Program	Fee
<ul style="list-style-type: none"> <li>includes enrollment of one Candidate in one or more of the following programs: Clear Multiple Subject Credential, Clear Single Subject Credential, and Clear Education Specialist Credential, or</li> <li>includes enrollment of one Candidate in the Clear Designated Subjects (CTE) credential program</li> <li><i>includes a Mentor Stipend Fee of \$1,700</i></li> </ul>	Enrollment fee before 9-2-22: \$4,200  Enrollment fee after 9-5-22: \$4,400
<b>Dual Credential Program</b> <ul style="list-style-type: none"> <li>includes enrollment of one Candidate in one or more of the following programs: Clear Multiple Subject Credential, Clear Single Subject Credential, or Clear Education Specialist Credential, <b>and</b> a concurrent enrollment in a <b>Clear Designated Subjects (CTE) credential program</b></li> <li><i>includes a Mentor Stipend Fee of \$1,700</i></li> </ul>	\$4,450 per year
<b>Early Completion Option Program</b> <ul style="list-style-type: none"> <li>includes enrollment of one Candidate in an accelerated program for one of the following credentials: Clear Multiple Subject Credential, Clear Single Subject Credential, or Clear Education Specialist Credential</li> <li>the Candidate must be an experienced and exceptional teacher, and must meet the program criteria to gain admission in the Early Completion Option (ECO) Program</li> </ul>	\$4,450 one-time fee
<b>Second Clear Credential Program - Education Specialist (Level I)</b> <ul style="list-style-type: none"> <li>includes enrollment of one Candidate in a self-paced independent study Education Specialist Program to meet PROGRAM requirements</li> <li>the Candidate must have completed teacher induction for a previous credential or received their first clear credential before 2002</li> </ul>	\$500 one-time fee
<b>Preliminary Credential Program - Designated Subjects (CTE)</b> <ul style="list-style-type: none"> <li>includes support with the completion and submission of form 41-4</li> <li>includes appraisal of requirements for the preliminary and clear credentials</li> </ul>	\$250 one-time fee
<b>Second Clear Credential Program - Designated Subjects (CTE)</b> <ul style="list-style-type: none"> <li>includes enrollment of one Candidate in a self-paced independent study Designated Subjects (CTE) Program</li> <li>the Candidate must have completed teacher induction for a previous credential or received their first clear credential before 2002</li> <li>the Candidate must hold a Clear General Education or Clear Education Specialist Credential</li> </ul>	\$500 one-time fee
<b>Extended Year Credential Program</b> If the Candidate goes beyond the two-year program due to lack of progress or missing requirements, an additional fee of \$1000 per year, per Candidate will be applied. Additional yearly fees may apply if a Mentor is assigned to support the Candidate beyond the two-year program. Additional fees will be based on the length of mentoring recommended to support program completion.	<b>Program Fee:</b> \$1000 per year  <b>Mentor Stipend Fee:</b> \$1,700 per year

<b>Table B: 2022-2023 Refund Schedule</b>	
<b>Date PROGRAM receives written notice from DISTRICT that a Candidate and Mentor will not be participating in the Program</b>	<b>Amount of Refund</b>
April 15-July 31	100% of Credential Program Fee
August 1 - August 31	80% of Credential Program Fee
September 1 - September 30	70% of the Credential Program Fee
October 1 – October 31	50% of the Credential Program Fee
November 1 – November 30	25% of the Credential Program Fee
December 1 - June 30	No refund

- [Expectations of District Coordinators-Attachment 1](#)
- [Expectations of Site Administrators-Attachment 2](#)
- [Expectations of Mentors-Attachment 3](#)
- [Expectations of Candidates-Attachment 4](#)
- [Eligibility for Induction Guide - Attachment 5](#)
- [Teach Out Plan-Attachment 6](#)
- [Request Records Form-Attachment 7](#)
- [Grievance Process-Attachment 8A & Attachment 8B](#)
- [General Institutional Preconditions-Attachment 9](#)
- [Induction Program Preconditions-Attachment 10](#)
- [Designated Subjects Preconditions-Attachment 11](#)



## Tehama Teacher Induction Program

### Attachment 1

#### Expectations of District Coordinators



#### Enrolling Candidates and Mentors

1. Identify all candidates who are eligible for Induction, as described by state guidelines (see [Attachment 5](#)).
2. Assist the district and/or site administrator(s) in assigning a qualified mentor, who meets CCTC [identified criteria](#), to each eligible candidate within 30 days of enrollment in the program.
  - a. To the extent possible, match candidates with mentors according to the school site of the teaching assignment, credential(s) held, and subject matter/grade level taught.
3. Follow the enrollment process and timeline in order to provide candidates and mentors timely support and training as the 2022-23 academic year begins.
  - a. Complete the district enrollment according to the deadlines: Year 2 by June 30<sup>th</sup>, Year 1 by July 30<sup>th</sup>, and late hires by August 31<sup>st</sup>.
  - b. Inform mentors and candidates of the enrollment process and provide them the link so that they may enroll as early as possible.
4. Confirm with your IT department that teachers will be able to join the Induction program's Google Classroom using their school account. If you have any questions about security or the process of allowing your teachers to join outside of your district domain, please contact the TCDE IT department at (530) 528-7247. If teachers from your district are not allowed to use their school email address to join our Google Classroom, please notify the program as soon as possible via phone (530-529-7311) or email ([induction@tehamaschools.org](mailto:induction@tehamaschools.org)).

#### Communicating with Candidates, Mentors, Site Administrators, and Program Staff

1. Share your district's commitment to teacher development and teacher leadership with the mentor(s) and candidate(s) to set a positive tone for the induction experience.
2. Monitor and be responsive to program staff communication regarding your mentors' and candidates' progress and needs for support.
3. Complete program surveys.
4. Notify program staff, within 10 business days, of any changes in the employment status or teaching assignment of candidate(s) and mentor(s) enrolled in the Induction program, including leaves of absence.
5. Notify program staff as soon as possible of any candidate or mentor who discontinues program participation.
6. Notify program staff of a grievance ([Attachment 8A](#) & [Attachment 8B](#)) or potential need for mentor reassignment.
7. Share program expectations with site administrators ([Attachment 2](#)), including offering release time for participants to attend scheduled training and conduct required observations, and providing input in the development of the candidate's Individualized Learning Plan (ILP) goals within the first 60-days of enrollment.
  - a. The ILP must be designed and implemented solely for the professional growth and development of the candidate and not for evaluation for employment purposes.

#### Supporting Program Completion

1. Assist the program in ensuring that all mentors and candidates complete program requirements.
2. Provide candidates and mentors release time for ongoing observations (a minimum of two per year for each mentor and each candidate).

District: Fall River Joint Unified  
District Coordinator: Merrill Grant  
Email Address: mgrant@frjUSD.org  
Signature: Merrill Grant  
Date: 6/17/22



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

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

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022-2023

Revised Declaration of Need for year: \_\_\_\_\_

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

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

Name of County: Shasta County CDS Code: 45

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

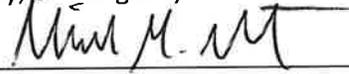
- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 6/22/2022 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

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

Dr. Merrill Grant  Superintendent  
Name Signature Title

530-335-3115 530-335-4538 6/16/22  
Fax Number Telephone Number Date

20375 Tamarack Ave. Burney, CA 96013  
Mailing Address

mgrant@frjUSD.org  
E-Mail Address

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

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

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

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

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

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

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

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
_____		
<i>Mailing Address</i>		
_____		
<i>E-Mail Address</i>		

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

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

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

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

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

**LIMITED ASSIGNMENT PERMITS**

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

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

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	4
Single Subject	7
Special Education	5
TOTAL	16

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
English	1
Mathematics	3
Music	1
PE	1
Social Studies	1

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

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

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

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

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

Has your agency established a District Intern program?  Yes  No

If no, explain. Interns go through an approved college or university program.

Does your agency participate in a Commission-approved college or university internship program?  Yes  No

If yes, how many interns do you expect to have this year? 9

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

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

**Academic School Year 2021-2022**  
**Quarterly Report on Williams Uniform Complaints**  
 [Education Code § 35186]

District: Fall River Joint Unified School District  
 Form Completed By: Shaun Davis Title: Admin. Assistant

Quarterly Report Submission Date:  October 2021  April 2022  
 (Please check one)  January 2022  July 2022

Date for information to be reported publicly at governing board meeting: June 22, 2022

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignments	0	0	0
Facilities Conditions	0	0	0
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Merrill Grant**

\_\_\_\_\_  
 Print Name of District Superintendent

  
 \_\_\_\_\_  
 Signature of District Superintendent

**6/20/2022**  
 \_\_\_\_\_  
 Date

Submit by the 15th of the month to: Barbara Erlei at [berlei@shastacoe.org](mailto:berlei@shastacoe.org)



**Shasta Health, Academic, and Recreation Enrichment**  
Making a difference...After school-every day!



**Memorandum of Understanding**  
**Project SHARE**  
**(Shasta Health, Academic, and Recreation Enrichment)**  
a partnership between  
**Fall River Joint Unified School District**  
**and the Shasta County Office of Education**  
for the 2022-2023 School Year

This memorandum of understanding establishes a formal working relationship between Fall River Joint Unified School District (District) and the Shasta County Office of Education (SCOE) acting as partners in the Project SHARE, After School Education and Safety (ASES) funded after school program. The goals and objectives of our collaboration are to expand learning opportunities for students, families, and community members with the goal of providing quality educational services, recreation, and enrichment activities to children and families in an effort to promote education, health and social well-being.

**Shasta County Office of Education, as the lead local education agency will provide:**

- Program administration, oversight and planning
- Site-based staff personnel in order to maintain appropriate student to staff ratios.
- Training and Professional Development for all staff working in the after school and summer program
- Align curriculum and existing methodology with school day programs as necessary
- Fiscal Grant Management
- Individual District support to meet the needs of students, parents, and community
- Compliance with all required forms and documentation necessary for evaluation
- Provide Services to families on a sliding scale fee structure and ensure that unduplicated students are not charged fees for participation
- Ensure that all staff members that work within the Project SHARE program have cleared FBI and DOJ background checks and have completed Mandated Reporter training that meets state and federal guidelines for school staff, as verified by SCOE's Human Resources department

**Fall River Joint Unified School District will:**

- Be knowledgeable of district responsibilities for participation, and as such, cooperate with the designated LEA in documentation of requirements
- Agrees to the following means of capturing the local match contribution amount of 33%, as required by the ASES grant:
- Provide evidence of the in-kind match of 33% of core grant received.

*Diana Reed, Program Director, [dreed@shastacoe.org](mailto:dreed@shastacoe.org)*

**Terms:**

The terms of this MOU shall commence on July 1, 2022, and shall extend through June 30, 2023. Any modifications to this MOU must be agreed upon by both SCOE and the District as an amendment to this MOU. **All ASES grant funds must be expended during this time frame, unless granted an extension by the CDE.**

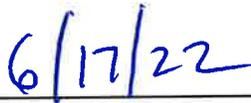
This Agreement will renew from year to year unless terminated by either party with written notice annually by December 31 to terminate at the end of the current fiscal year.

The stated parties, Shasta County Office of Education and Fall River Joint Unified School District agree to defend, indemnify and hold harmless the appointed officials, employees, agents and volunteers from any losses or injuries arising from, or allegedly arising from, the negligence of the party, it's employees and or agents while participating in the partnership.



Merrill Grant, Superintendent  
Fall River Joint Unified School District

Judy Flores, Superintendent  
Shasta County Office of Education



Date

Date

## **TELEHEALTH SERVICES AGREEMENT**

This Telehealth Services Agreement (“Agreement”), effective as of the last day of execution on the signature page below (the “Effective Date”) is between **Fall River Joint Unified School District**, a California school district (“Facility”) and **Telemedicine Group P.C.**, a California professional corporation, doing business as TeleMed2U (“Group”). Facility and Group are sometimes referred to herein as a “Party” or, collectively, as the “Parties.”

### **RECITALS**

A. Facility owns and operates the following schools (“Schools”) within the Fall River Joint Unified School District (FRJUSD) at which Group will provide telemedicine services:

- (a) Fall River Elementary School  
24977 Curve Street  
Fall River Mills, CA 96028
- (b) Fall River High School  
44215 Walnut Street  
McArthur, CA 96056
- (c) Burney Elementary School  
37403 Toronto Ave.  
Burney, CA 96013
- (d) Burney High School  
37403 Toronto Ave.  
Burney, CA 96013
- (e) Soldier Mountain High School  
44144 A Street  
McArthur, CA 96056
- (f) Fall River Community Day School  
44144 A Street  
McArthur, CA 96056
- (g) Mountain View High School  
20375 Tamarack Ave.  
Burney, CA 96013

B. Facility wishes to contract for certain professional medical outpatient services (the “Specialty Care Services”) each as described in more detail on the Service Schedule(s), as modified, amended, and replaced from time to time by the Parties, (collectively, the “Service Schedule(s)”) provided by means of audio or video technology enabling healthcare professionals to communicate regarding a patient, generally referred to as “Telehealth”.

C. Group engages healthcare providers (the “Telehealth Providers” and each a “Telehealth Provider”) each duly licensed and qualified to provide the requested Specialty Care Services, among other professional services, in the States of jurisdiction set forth on the Service Schedule(s) (the “State”). The Telehealth Providers are, as required or appropriate to perform the applicable Specialty Care Service, board eligible or certified in their respective specialties, and are qualified to provide the Specialty Care Services required under this Agreement.

D. Facility wishes to contract with Group, and Group wishes to contract with Facility, to make available the Telehealth Providers to provide the Specialty Care Services and to provide certain services enabling the provision of the Specialty Care Services and further development of Telehealth services at the Facility as designated and pursuant to the Service Schedule(s) and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

## **SECTION 1. SERVICES**

**1.1 Telehealth Specialty Care Services.** Group shall make available to Facility the Telehealth Providers identified on the Service Schedule(s) to be available for Specialty Care Services through real-time, two-way audio and video conference to the Facility (“Telehealth Specialty Care Services”). Facility, through its appointed Medical Officer (the “Administrator”), and Group shall coordinate the Telehealth Specialty Care Services provided by each Telehealth Provider consistent with the coverage terms and specific requirements set forth on the Service Schedule(s).

**1.2 Designated and Substitute Telehealth Providers.** In the event any so designated Telehealth Provider set forth on the Service Schedule(s) is unable to provide Telehealth Specialty Care Services during any time required under this Agreement, Group may engage a qualified substitute Telehealth Provider approved by Facility (“Substitute Telehealth Provider”) to provide Telehealth Specialty Care Services. Group shall provide the curriculum vitae of each prospective Substitute Telehealth Provider as soon as the candidate is identified and shall address to the reasonable satisfaction of Facility any concerns of Facility regarding the candidate. Facility understands and agrees that the Substitute Telehealth Provider may be associated with a different corporation or medical group, not Group. Group shall inform the Administrator at least one (1) week in advance of any periods that Group anticipates it will be unable to provide the Telehealth Specialty Care Services through either Telehealth Provider or a Substitute Telehealth Provider. All obligations and limitations applicable to Telehealth Provider under this Agreement shall be equally applicable to any Substitute Telehealth Provider.

### **1.3 Patient Consent and Information.**

(a) Facility shall provide all new telemedicine patients with Group’s Consent to Participate in Telemedicine form for each patient’s review and signature to be completed by the patient’s first day of service prior to the delivery of healthcare via telehealth.

(b) Facility shall further supply to Group by each patient’s first day of service prior to the delivery of healthcare via telehealth, the following applicable patient specific information, including but not limited to: (a) presentation of the consultation question; (b) patient history and physical; (c) most recent lab results; (d) microbiology data; (e) pathology report, if pertinent; (f) radiology report, if pertinent; and (g) the most recent progress notes.

(c) Facility shall also provide all new telemedicine patients with copies of the Notice of Privacy Practices form and Facility shall have patients sign Acknowledgement of Receipt of Notice of Privacy Practices form, which said copies will be filed in each patient's medical record.

(d) Facility and Group intend to protect the privacy and provide for the security of Protected Health Information (PHI) disclosed in connection with these services and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("Original HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH," and collectively with Original HIPAA, the "HIPAA Statute"), along with regulations promulgated by the Secretary of the Department of Health and Human Services ("HHS") under the HIPAA Statute, including the "Privacy Rule" (45 CFR Parts 160 and 164, Subparts A, B, C and D and Part 164, Subparts A and C) (the Privacy Rule, the Security Rule and the Omnibus Rule, collectively the "HIPAA Rules" and together with the HIPAA Statute, collectively, "HIPAA"), as well as any other applicable laws concerning the privacy and security of health information..

## **SECTION 2. STANDARDS OF PERFORMANCE**

**2.1 Professional Qualifications.** Telehealth Providers and Substitute Telehealth Providers shall at all times meet the following professional qualifications and Group shall promptly notify Facility of any event causing or likely to cause a failure by any Telehealth Provider or Substitute Telehealth Provider to meet any of these professional qualifications:

- (a) Hold an unrestricted license to practice medicine in the State(s);
- (b) Be permitted to prescribe medications and hold a valid Drug Enforcement Administration permit, if applicable;
- (c) Be eligible to hold, or hold a certificate in the Specialty (identified on the Services Schedule(s)) from the American Board of each provider's medical specialty(ies);
- (d) As required by Facility, meet appropriate and required Facility privileging and credentialing requirements (as made available to Group); and
- (e) Be eligible to provide services to beneficiaries under the Medicare and Medicaid programs as a participating provider.

**2.2 Representations and Warranties.** Group represents and warrants to Facility that:

- (a) Neither Group nor, to Group's knowledge, Group Telehealth Providers are bound by any agreement or arrangement which would preclude Group from entering into this Agreement, or Group or any Telehealth Provider from fully performing the Telehealth Specialty Care Services;
- (b) To Group's knowledge, all Telehealth Providers have active, unrestricted license(s) to practice medicine in the State(s) or in any other jurisdictions;
- (c) To Group's knowledge, all Telehealth Providers with medical staff privileges at any health care facility are unrestricted and in good standing;
- (d) Group has no information that would reasonably indicate that any Telehealth Provider is not able to perform the Telehealth Specialty Care Services required under this Agreement.

**2.3 Compliance with Rules and Laws.** Facility and Group shall comply, and Group shall ensure that Telehealth Providers comply, with all policies, bylaws, rules and regulations of Facility and the Medical Staff and applicable standards and recommendations of the Joint Commission. Group also shall comply, and shall ensure that Telehealth Provider complies, with all applicable provisions of federal, state and local laws, rules and regulations, as well as rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the Facility; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from Facility. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations.

**2.4 Corporate Compliance Program.** Group and Telehealth Providers shall comply with Facility's corporate compliance program. Group and Telehealth Providers shall cooperate with any corporate compliance audits, reviews and investigations that relate to Group or Telehealth Providers and/or any of the services provided by Group or Telehealth Providers under this Agreement. In addition, as requested by Facility, Group and Telehealth Provider shall participate in corporate compliance-related seminars and educational programs sponsored by Facility, pursuant to which Facility shall reimburse Group and each participating Telehealth Provider for expenses they incur in such participation.

**2.5 Authorized Use.** The Agreed Services are provided for the limited and specific purpose ("Authorized Use") of assisting the Facility and its Providers in determining how to treat their patient for which Agreed Services were requested. Neither the Facility or its Providers or any other third party is authorized to use the Agreed Services for any other purpose. The Facility, its Providers and any other third party assumes the risk of use of the Agreed Services for any purpose other than the Authorized Use, and shall indemnify, defend and hold harmless the Group and Specialists and their affiliated entities from any action, proceeding, harm, damage, expense, liability, or claim whatsoever arising from any use of the Agreed Services other than an Authorized Use.

**2.6 Non-Discrimination.** Group and Telehealth Providers shall provide Telehealth Specialty Care Services under this Agreement without regard to any patient's race, color, creed, ethnicity, religion, national origin, ancestry, citizenship, marital status, age, sex, sexual orientation, pre-existing medical condition, physical or mental handicap, financial status, insurance status, economic status, or ability to pay for medical services.

**2.7 Referrals.** Group and the Telehealth Providers shall be entitled to refer patients to any other health care facility or provider deemed by Group or the Telehealth Provider best qualified to deliver medical services to a particular patient. Nothing in this Agreement or in any other written or oral agreement between Facility and Group, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Facility or any affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days notice to the other Party. Group's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Facility or any affiliate by Group or any Telehealth Provider.

### **SECTION 3. TRAINING, EQUIPMENT, AND TECHNICAL SUPPORT**

**3.1 Facility Staff Training and Education.** Group shall make available to Facility staff, who participate in the Telehealth Specialty Care Services described in this Agreement, initial training regarding Telehealth equipment, if applicable. Facility staff shall include, but not be limited to:

physicians, pharmacists, microbiologists, nurses, and other staff responsible for coordination of the Telehealth Specialty Care Services.

**3.2 Equipment.** Group shall ensure that Telehealth Providers maintain the necessary Telehealth equipment at Telehealth Provider's own site to conduct Telehealth Specialty Care Services as described in this Agreement, if applicable.

**3.3 Technical Support.** Group shall provide technical support to ensure that Telehealth Provider's Telehealth equipment is properly connected with Facility's Telehealth equipment during the Telehealth Specialty Care Services:

(a) Group shall make available technical support in collaboration with Facility's technical support staff to resolve technical issues encountered during Telehealth Provider's Telehealth Specialty Care Services; and

(b) Group's technical support will periodically test the operation of Facility's Telehealth equipment to insure proper connection with the Telehealth Provider's Telehealth equipment. A schedule of testing will be provided to Facility by Group from time to time.

**3.4 Right to Subcontract Services.** Facility acknowledges and agrees that Group may engage the services of TeleMed2U, Inc., a Delaware corporation, licensed to do business in the applicable State (Management Services Organization, herein after known as "MSO") for the provision of the services set forth in this Section 3, as MSO often coordinates with the Group in connection with the Group's provision of the Telehealth Specialty Care Services and Group has engaged MSO to provide administrative, technical, equipment, and operational support for the Group's provision of such Telehealth Specialty Care Services..

## **SECTION 4. FACILITY'S OBLIGATIONS**

**4.1 Staff.** Facility shall, at its own expense, provide the services of all necessary personnel to operate the Facility consistent with applicable laws and requirements and shall make available on-site physicians and other healthcare providers to engage with the Telehealth Providers for the necessary provision of care and continuity of care of patients benefiting from the Telehealth Specialty Care Services.

**4.2 Equipment and Supplies.** Facility shall, at its own expense, provide all expendable and non-expendable equipment, including equipment and technology necessary for the provision of care benefiting a patient that is a subject of the Telehealth Specialty Care Services of a type and nature consistent with industry standards. This equipment shall meet all electrical, engineering, and other safety standards required by law and/or relevant Facility policies. Facility shall, at its own expense, keep and maintain this equipment in good order and repair and replace this equipment or any part of it which becomes worn out or is mutually determined to be obsolete.

**4.3 Connection Criteria.** To ensure proper communications between Facility and the Telehealth Providers, Facility shall maintain necessary connectivity infrastructure for the provision of the Telehealth Specialty Care Services consistent with required connectivity and network standards and policies identified by Group and shall provide Group with all necessary and desirable access to such Facility's departments and IT facilities to install, maintain, and access communications lines and other networking communications equipment, as necessary for the provision of the Telehealth Specialty Care Services. Notwithstanding anything set forth herein, Facility acknowledges and agrees that neither Group nor any Telehealth Provider shall be liable for not performing a Telehealth Specialty Care Service or for a delay

or interruption of the same due to a network communications error, failure, or interruption between Facility and Group or the Telehealth Provider.

**4.4 Prescribing Controlled Substances.** Facility acknowledges and agrees that for Group's physicians to prescribe controlled substances (as defined in 21 U.S.C. 812) via telemedicine, Physicians must first be able to conduct a bona fide medical examination from their remote location and have sufficient medical information to prescribe controlled substances for a legitimate medical purpose. Additionally, the Facility where the patient is being treated, and where the patient is physically located, must be registered by the DEA. Specifically, Facility must be registered under section 303(f) of the Act (21 U.S.C. 823(f)); registered DEA facility). Facility agrees further to maintain and keep current such DEA registration for the duration of this Agreement.

## **SECTION 5. BILLING AND COMPENSATION**

**5.1 Billing and Compensation.** Facility shall compensate Group for each Specialty Care Service as set forth on the Service Schedule(s), pursuant to the payment protocols and billing and collection process set forth on the Service Schedule(s).

**5.2 Expenses.** Neither Group nor Telehealth Provider shall incur any financial obligation on behalf of Facility without Facility's prior written consent, which consent shall be in Facility's sole and absolute discretion. Group and Telehealth Provider shall be solely responsible for the following: (a) Telehealth Provider compensation and benefits; (b) professional license fees and professional association membership fees and dues; (c) professional conventions and meetings; (d) professional liability insurance; and (e) all compensation attributable to any employees, subcontractors, or any Substitute Telehealth Provider engaged by Group or Telehealth Provider.

## **SECTION 6. TERM AND TERMINATION**

**6.1 Term.** The term of this Agreement shall commence on effective as of the last day of execution on the signature page below (the "Effective Date") and continue for a period of two (2) years.

**6.2 Without Cause Termination.** Either Party may elect to terminate this Agreement at any time, without specification of cause, upon six (6) months advance written notice to the other Party.

**6.3 Immediate Termination for Cause.** Either Party may terminate this Agreement immediately by written notice to the other Party upon the occurrence of a Default, which remains uncured for thirty (30) days after Notice of Default has been given by the party. The Notice of Default shall describe the Default with specific facts and is based on the occurrence of any of the following events:

- (a) Either Party's failure to perform any of its material obligations under this Agreement, after notice of such breach and failure to cure within thirty (30) days of receiving such notice;
- (b) Loss or restriction of Facility's license or accreditation, or destruction of the Facility or the portion(s) thereof dedicated to the operation of the Telehealth Consultation Service, such that Facility is not able to continue the uninterrupted operation of the Telehealth Consultation Service;
- (c) Either Party becomes insolvent or declares bankruptcy; or
- (d) The dissolution or discontinuance of the operations of Group, unless all obligations of this Agreement are properly assumed pursuant to the terms of this Agreement.

If the Default is of a nature that may be cured but cannot reasonably be cured within thirty (30) days of the Notice of Default, the time for cure shall be extended up to ninety (90) days from the Notice of Default provided that the party seeking to cure is diligently pursuing such cure.

**6.4 Legal Jeopardy.** In the event legal counsel for either Party advises that this Agreement or any practices which could be or are employed in exercising rights under this Agreement may violate any existing or future law or regulation, or rule, or jeopardize either Party's participation in, or result in fines or penalties under, the Medicare or Medicaid programs or any other third-party payer program, whether governmental or non-governmental, or any accreditation or certification program, the Parties in good faith shall undertake to revise this Agreement to comply with such law(s). In the event that the Parties are unable to reach agreement on new terms within 20 days of communicating the non-compliance to the other Party, either Party may immediately terminate the Agreement. Both Parties recognize and agree that the rules governing compensation arrangements approved by the Facility for Medicare and Medicaid Services may change during the term of this Agreement. If any portion of the compensation set forth in this Agreement is likely to be affected by such modifications, the Parties will work diligently and in good faith to modify such compensation to comply with the law and to approximate as closely as possible the economic relationship described in this Agreement.

**6.5 Procedural Rights.** Continuation of this Agreement is not a condition of Medical Staff membership. Therefore, this Agreement may be terminated without the necessity of a hearing before the Facility, a committee of the Medical Staff, or any other body. Notwithstanding the foregoing, Telehealth Provider's Medical Staff membership and clinical privileges shall continue unless or until terminated in accordance with the Medical Staff Bylaws.

## **SECTION 7. INSURANCE**

Group shall ensure that Telehealth Provider maintains professional liability insurance for peer services rendered by Telehealth Provider under this Agreement in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate from an insurance company which is reasonably acceptable to Facility. Group and/or its specialists will maintain Medical Malpractice insurance for patient services (direct interaction with patient) rendered by Telehealth Provider under this Agreement in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate from an insurance company which is reasonably acceptable to Facility. Upon Facility's request, Group shall provide to Facility a copy of Telehealth Provider's Certificates of Insurance evidencing the insurance coverage required under this Section. Such insurance policy or policies shall also provide for not less than 30 days' notice to Facility of any cancellation, reduction, or other material change in the amount or scope of any coverage required under this Section.

## **SECTION 8. INDEMNITY**

Subject to the foregoing provisions Facility agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Group its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of the Facility or anyone for whom the Facility is legally responsible, subject to any limitations of liability contained in this Agreement. The Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless Facility, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Group, the Group's contractors, consultants or anyone for whom Group is legally responsible.

## **SECTION 9. MEDICAL RECORDS**

**9.1 Creation of Medical Records.** Following Telehealth Provider's services regarding any Facility patient under this Agreement, Group shall ensure that Telehealth Provider provides appropriate consultation notes relevant to the medical record of the patient to Facility within seventy-two (72) hours after a patient service. The note shall be placed in the patient's medical record, if applicable. The note will become part of the patient's medical record. All medical records shall be kept current and complete and prepared in compliance with all state and federal regulations, the regulations of all accreditation institutions in which Facility participates, the Medical Staff bylaws (as made available to Group), and Facility's rules and regulations (as made available to Group).

**9.2 Medical Records Ownership and Access.** Any and all patient records and charts produced as a result of either Party's performance under this Agreement shall be and remain the sole property of Facility. When working within the Facility's EHR(software), Group shall be permitted to inspect and/or duplicate, at Group's expense, any individual chart or record to the extent necessary to meet professional responsibilities to such patient(s) and/or to assist in the defense of any malpractice, similar claim or as required by state and federal laws, to which such chart or record may be pertinent; provided, however, that such inspection or duplication shall be conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Provided further, Facility acknowledges and agrees that Group may retain for Group's records, in compliance with applicable laws and regulations, copies of all records relating to the performance of the Telehealth Specialty Care Services, and those medical records that describe the Facility's patient's clinical course and related outcomes. Further, for the purposes of supporting the Telehealth Specialty Care Services and with respect to the use of De-Identified Data (defined below), Facility hereby grants to Group the right to use and combine the Facility Data and De-Identified Data with other data and to use for internal purposes only. Any requests to use such data outside Group's practice must be approved by Facility. "Facility Data" means the data and information loaded into Group's databases, exchanges, and servers, including patient health information (PHI) by Facility in connection with the performance of the Telehealth Specialty Care Services. "De-Identified Data" means the limited data set (as defined in 42 CFR §164.514) of de-identified patient data and information which Group collects and uploads in connection with the Telehealth Specialty Care Services, but not limited to, patients' gender, age, medical histories and conditions and treatment. This provision will survive the expiration or termination of this Agreement so Group may have access to data to respond to legal and regulatory purposes as stated above.

**9.3 Record Keeping Requirements.** Each Party agrees in connection with the subject matter of this Agreement to cooperate fully with the other Party in order to assure that each Party will be able to meet all requirements for record keeping associated with public or private third-party payment programs.

## **SECTION 10. ACCESS TO BOOKS AND RECORDS**

**10.1 Access.** Group shall maintain and make available all necessary books, documents and records in order to assure that Facility will be able to meet all requirements for participation and payment associated with public and private third-party payment programs, including, but not limited to, matters covered by Section 1861(v)(1)(I) of the Social Security Act, as amended [42 U.S.C. §1395x]. With respect to Section 1861(v)(1)(I), it is agreed:

(a) Until expiration of 4 years after furnishing services pursuant to this Agreement, Group shall make available upon written request of the Secretary of Health and Human Services or the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement, books, documents, and records of Group that are necessary to verify the nature and extent of costs incurred by Facility under this Agreement.

(b) If Group carries out any of the duties of this Agreement with a value of \$10,000 or more over a 12 month period through a subcontract with a related organization, such agreement must contain a clause to the effect that until the expiration of 4 years after the furnishing of services under the subcontract, the related organization shall make available, upon written request of the Secretary of Health and Human Services, the U.S. Comptroller General, or any of their duly authorized representatives, the subcontract, and any books, documents and records of the related organization that are necessary to verify the nature and extent of costs incurred by Facility under this Agreement.

**10.2 Limits.** The availability of Group's books, documents, and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary by regulation.

## **SECTION 11. INDEPENDENT CONTRACTOR RELATIONSHIP**

In the performance of all Coverage Services and other obligations under this Agreement, it is mutually understood and agreed that (a) Group and Telehealth Provider are at all times acting and performing as independent contractors with respect to the Facility; (b) no relationship of partnership, joint venture, or employment is created by this Agreement; (c) neither the Facility nor Group (or Telehealth Provider) will hold itself out or act as agent of the other Party, or have the power to obligate the other Party to third Parties in any way without the express written consent of the other Party; and (d) neither Group nor Telehealth Provider may make any claim against the Facility under this Agreement for social security benefits, workers' compensation benefits, disability benefits, unemployment insurance benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind. It is the express intention of the Parties that Group, in providing medical services under this agreement, shall perform said services independently of any direction and control of the Facility except that Group agrees to perform all services in accordance with the specifications of this Agreement. Group and Telehealth Provider shall owe their first duty to the patients seen under the terms of this Agreement, shall be responsible for them and shall exercise independent medical judgment regarding their care and treatment. The Facility shall not supervise or oversee the performance of patient care services under this Agreement, except to the extent of quality assurance and peer review undertaken for all Telehealth Providers on Facility's Medical Staff.

## **SECTION 12. CONFIDENTIALITY**

**12.1 Facility Information.** Group recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Facility hereunder, Telehealth Provider and Group may have access to certain information of Facility that is confidential and constitutes valuable, special and unique property of Facility. Group agrees that neither Group nor Telehealth Provider will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without Facility's express prior written consent, except pursuant to Group's or Telehealth Provider's duties hereunder, any confidential or proprietary information of Facility, including, but not limited to, information that concerns Facility's patients, costs, prices and treatment methods at any time used, developed or made by Facility, and that is not otherwise available to the public.

**12.2 Terms of this Agreement.** Except for disclosure to Group's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Facility or any of its affiliates), neither Group nor Telehealth Provider shall disclose the terms of this Agreement to any person who is not a Party to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by Facility.

**12.3 Patient Privacy Protections.** Group shall not disclose, and shall ensure that Telehealth Provider does not disclose, to any third party, except where permitted or required by law or where such disclosure is expressly approved by Facility in writing, any patient or medical record information regarding Facility patients, and Group shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Facility and its Medical Staff, regarding the confidentiality of such information, including, but not limited to HIPAA.

## **SECTION 13. DISPUTE RESOLUTION & ARBITRATION**

In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a “**Dispute**”), the Parties shall resolve such Dispute as follows:

**13.1 Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the “**Dispute Notice**”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the “**Meet and Confer**”). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

**13.2 Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted in Placer County, CA, in accordance with JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

## **SECTION 14. NOTICES**

All notices or communications required or permitted under this Agreement shall be given in writing and shall be delivered to the Party to whom notice is to be given either: (a) by personal delivery (in which case such notice shall be deemed given on the date of delivery); (b) by email (in which case such notice shall be deemed given when the email recipient has acknowledge receipt); (c) by next business day courier service (e.g., FedEx, UPS or other similar service) (in which case such notice shall be deemed given on the business day following date of deposit with the courier service); or (d) by United States mail, first class, postage prepaid, registered or certified, return receipt requested (in which case such notice shall be deemed given on the third (3<sup>rd</sup>) day following the date of deposit with the United States Postal Service). In each case, notice shall be delivered or sent to the address indicated on the signature page, or such other address as provided by a Party, from time to time, pursuant to this Section.

## **SECTION 15. MISCELLANEOUS PROVISIONS**

**15.1 Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**15.2 Force Majeure.** Either Party shall be excused from any delay or failure in performance under this Agreement caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of the excused Party's obligations continues for period in excess of thirty (30) days, the other Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the excused Party.

**15.3 Assignment.** No Party may assign any of such Party's' respective rights, interests, duties, or obligations under this Agreement without such other Parties' prior written consent, which consent may be given or withheld in such other Parties' sole discretion; provided, however, that any Party may assign its rights, interests, duties, and obligations under this Agreement pursuant to a sale of substantially all of the assets of such Party or pursuant to a merger or change of ownership of such Party so long as the successor affirmative accepts all obligations (directly or indirectly) of the assigning Party under this Agreement on the terms and conditions set forth in this Agreement. Any attempted or purported assignment by in violation of this Section shall be void. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, successors, assigns and representatives.

**15.4 Severability.** If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect, unless the provision in question contained a material right or duty of a Party under this Agreement.

**15.5 Entire Agreement.** This Agreement and the Exhibits attached contain all the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.

**15.6 No Third-Party Rights.** The Parties do not intend the benefits of this Agreement to inure to any third person not a signatory to this Agreement. Notwithstanding anything contained herein, or any conduct or course of conduct by any Party to this Agreement, before or after signing this Agreement, this Agreement shall not be construed as creating any right, claim or cause of action against either Party by any person or entity not a Party to this Agreement.

**15.7 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**15.8 Survival.** The provisions of Section 2.4 (Corporate Compliance Program), Section 6 (Term and Termination), Section 5.3 (Expenses), Section 7 (Insurance), Section 8 (Medical Records), Section 9 (Access to Books and Records), Section 11 (Confidentiality), Section 12 (Dispute Resolution & Arbitration), Section 13 (Notices), and Section 14 (Miscellaneous) shall survive termination of Agreement.

**15.9 Waiver.** No waiver of any obligation under this Agreement shall be enforceable unless set forth in a writing signed by the Party against which enforcement is sought.

**15.10 Amendments.** Any amendment to this Agreement shall be made in compliance with applicable law and regulations, including but not limited to the Stark law. No amendment or modification of this Agreement shall be enforceable unless set forth in a writing signed by both Parties.

**15.11 Non-Solicitation of Employees.** During the term of this Agreement and for the one-year period following the termination of this Agreement for any reason, Facility shall not, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit, divert or hire away, or attempt to solicit, divert or hire away any person then employed by the Group or any affiliate of the Group. During the term of this Agreement and for the one-year period following the termination of this Agreement for any reason, the Group shall not, and shall cause MSO not to, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit, divert or hire away, or attempt to solicit, divert or hire away any person then employed by or contracted with Facility or any affiliate of Physician. This provision is added specifically for the protection of all Parties' trade secrets including but not limited to customers' lists and business plans which are not available to the public. Further, this provision is necessary to prevent the Parties from raiding the employees of the other for the one-year period following the termination of the Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below to be effective as of the Effective Date.

**FACILITY:**

Fall River Joint Unified School District.  
A California school district

By:



Dr. Merrill Grant  
Superintendent

Address of Facility:  
20375 Tamarack Ave.,  
Burney, CA 96013  
Attn: Dr. Merrill Grant

Date:

6/15/22

**GROUP:**

Telemedicine Group P.C.,  
a California professional corporation,  
doing business as TeleMed2U

By:

Javeed Siddiqui, MD, MPH  
Chief Medical Officer

Address of Group:  
3400 Douglas Boulevard, Suite 225  
Roseville, California 95661  
Attn: Javeed Siddiqui, M.D., MPH

Date:

## SERVICES SCHEDULE

Date: June 10, 2022

*The Parties may amend and restate this Services Schedule from time to time with a replacement Services Schedule dated after the date hereof and executed by both Parties.*

1. **Designated Telehealth Provider & States of Licensure.** Facility hereby accepts Group's designation of a CA-licensed Provider(s), and upon Facility's subsequent credentialing and approval process, agrees to allow Telehealth Prover(s) to provide Telehealth Specialty Care Services.
2. **Specialty Services.** Group shall provide Facility with adult medical specialty coverage in the Specialties designated below (each a "Specialty," and collectively, the "Specialties"). Facility may request additional Specialty coverage from time to time, and such coverage will be incorporated into an amended and restated version of the Services Schedule.
  - a. Psychology (PhD)
3. **Group's Telehealth Work Schedule.** Group shall provide Telehealth Specialty Care Services in blocks of two (2) or more consecutive hours two (2) days per week until such time Facility requests that the block time be increased. Facility will instruct the Coordinator to make his or her best effort to schedule students back to back during the allotted time block.
4. **Fees, Billing, and Payment.**
  - a. **Psychology Services.** Facility shall pay to Group: Two hundred dollars (\$200) per hour, regardless of whether patient volumes are sufficient for the allocated time, or patients fail to show, cancel, or reschedule their appointments.
  - b. **Release of Clinic Time.** If facility needs to cancel any scheduled clinic time, Facility must promptly notify Group five (5) business days before the scheduled clinic time of such cancellation or will be responsible for payment in full for the time requested.
  - c. **Payment Terms:** Facility shall make payment to Group in immediately available funds pursuant to the payment directions set forth on invoices from Group. Payment shall be deemed late and subject to a 5% late charge if not received pursuant to the payment directions set forth on invoices from Group.
5. **Termination Without Cause of a Telehealth Service and/or Provider as Set Forth in this Services Schedule of this Agreement.** Either Facility or Group may terminate a Telehealth Service or Provider, as set forth in this Services Schedule without cause, if there are multiple contracted services and/or providers in the Agreement and the terminating party gives thirty (30) days written notice to the non-terminating party. This provision does not apply where there is only one contracted service or provider performing said Agreement. Instead, the parties must comply with the Term and Termination provisions as set forth in Section 6 of the underlying Telehealth Services Agreement.

[Signature page to follow]

Accepted by Group and Facility on the dates set forth below.

**FACILITY:**

Fall River Joint Unified School District.  
A California school district

By:



Dr. Merrill Grant  
Superintendent

Address of Facility:  
20375 Tamarack Ave.  
Burney, CA 96013  
Attn: Dr. Merrill Grant

Date:

6/15/22

**GROUP:**

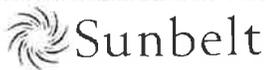
Telemedicine Group P.C.,  
a California professional corporation,  
doing business as TeleMed2U

By:

Javeed Siddiqui, MD, MPH  
Chief Medical Officer

Address of Group:  
3400 Douglas Boulevard, Suite 225  
Roseville, California 95661  
Attn: Javeed Siddiqui, M.D., MPH

Date:



**ADDENDUM A  
Terms of Teleservices Assignment**

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

**Assignment Details**

Sunbelt Staffing, LLC will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Sunbelt Staffing, LLC for the hours worked by Telepractitioner under the following terms:

**Telepractitioner:** Kim Barron-Gooding  
**Client:** Fall River Joint Unified  
**Assignment Start Date:** 08/22/2022      **Assignment End Date:** 06/09/2023  
**Position:** TELE-OT  
**Hours per Week:** 1  
**Bill Rate per Hour:** \$ 97      *Bill Rate is all-inclusive<sup>(a)</sup>*  
**Technology Fee:** \$ 0

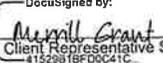
One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

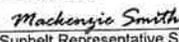
**Miscellaneous:** Not Applicable

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Sunbelt or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to Sunbelt upon start date.
- c) Client agrees to approve Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Sunbelt in writing within three (3) business days of alleged failure. Client's failure to notify Sunbelt in writing within three (3) days period shall negate any Client invoicing dispute.

**Fall River Joint Unified**

**SUNBELT STAFFING, LLC**

DocuSigned by:  
  
 Merrill Grant  
 Client Representative Signature      6/16/2022  
 Date

DocuSigned by:  
  
 Mackenzie Smith  
 Sunbelt Representative Signature      6/16/2022  
 Date

Merrill Grant  
Print Name

Mackenzie Smith  
Print Name

Superintendent  
Title

Account Executive  
Title



**ADDENDUM B  
Teleservices Provisions**

**Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

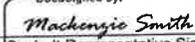
**Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

**Administrative Responsibilities.** Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

**Fall River Joint Unified**

**SUNBELT STAFFING, LLC**

DocuSigned by:  
  
 Client Representative Signature  
 6/16/2022  
 Date

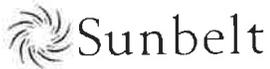
DocuSigned by:  
  
 Sunbelt Representative Signature  
 6/16/2022  
 Date

Merrill Grant  
 Print Name

Mackenzie Smith  
 Print Name

Superintendent  
 Title

Account Executive  
 Title



**ADDENDUM C  
Duties and Responsibilities**

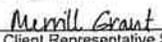
**Duties and Responsibilities**

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

**Fall River Joint Unified**

**SUNBELT STAFFING, LLC**

DocuSigned by:  
  
 Merrill Grant  
 Client Representative Signature

6/16/2022

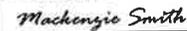
Date

Merrill Grant

Print Name

Superintendent

Title

DocuSigned by:  
  
 Mackenzie Smith  
 Sunbelt Representative Signature

6/16/2022

Date

Mackenzie Smith

Print Name

Account Executive

Title

**VocoVision Damaged Equipment Policy**

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Please initial 

**Packaging**

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Please initial 

VENDOR #: 02739  
AGREEMENT #: 104500

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

THIS ENTERED INTO ON THIS FIRST DAY OF AUGUST MONTH, 2022 YEAR BY  
AND BETWEEN SHASTA COUNTY OFFICE OF EDUCATION, NAME OF AGENCY, HEREINAFTER REFERRED TO AS THE  
AGENCY, AND FALL RIVER JOINT UNIFIED SCHOOL DISTRICT, NAME OF VENDOR/FOOD SERVICE MANAGEMENT COMPANY, HEREINAFTER REFERRED TO AS THE  
VENDOR.

**WHEREAS**, IT IS NOT WITHIN THE CAPABILITY OF THE AGENCY TO PREPARE SPECIFIED MEALS UNDER THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP) FOR ENROLLED PARTICIPANTS; AND

**WHEREAS**, THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE SPECIFIED MEALS FOR THE AGENCY'S FACILITY(IES); AND

**WHEREAS**, THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE AGENCY ON A COST REIMBURSEMENT BASIS.

**THEREFORE**, BOTH PARTIES HERETO AGREE AS FOLLOWS:

**THE VENDOR AGREES TO:**

1. PREPARE THE MEALS (INCLUSIVE/EXCLUSIVE) OF MILK FOR See Attached Addendum NAME OF SITE (ATTACH SHEET IF MULTIPLE)  
DELIVERY TO THE AGENCY AT See Attached Addendum ADDRESS BY See Attached TIME  
EACH WEEKDAY, IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND  
\* WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE

AT THE COST(S) PER MEAL LISTED BELOW:

BREAKFAST	\$ _____	EACH	LUNCH	\$ _____	EACH
SUPPLEMENT/SNACK	\$ _____	EACH	SUPPER	\$ 2.50 _____	EACH

2. ASSURE THE AGENCY THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.

\_\_\_\_\_

\* Negotiable time frame but should be no longer than 24 hours.

VENDOR #: 02739  
AGREEMENT #: 104500

## STANDARD AGREEMENT TO FURNISH FOOD SERVICE BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY AND A FOOD SERVICE VENDOR

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3. PROVIDE THE AGENCY, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST \* 5 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. ANY CHANGES TO THE MENU MADE AFTER AGENCY APPROVAL, MUST BE AGREED UPON BY THE AGENCY AND DOCUMENTED ON THE MENU RECORDS.
4. ASSURE THAT EACH MEAL PROVIDED TO THE AGENCY UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE CHILD AND ADULT CARE FOOD PROGRAM'S SCHEDULE B--MEAL PATTERN (ATTACHED) WHICH IS EXCERPTED FROM THE TITLE 7 CODE OF FEDERAL REGULATIONS, SECTION 226.20.
5. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.
6. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE AGENCY DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND, (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE USDA FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.
7. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE AGENCY. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE AGENCY.
8. ALLOW THE AGENCY TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN \* 2 HOURS OF THE SCHEDULED DELIVERY TIME.
9. PRESENT TO THE AGENCY AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE \* 15 DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN 1 HOUR OF THE AGREED UPON DELIVERY TIME, ARE SPOILED OR UNWHOLESOME AT THE TIME OF DELIVERY, OR DO NOT OTHERWISE MEET THE MEAL REQUIREMENTS CONTAINED IN THIS AGREEMENT.
10. PROVIDE THE AGENCY WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE CACFP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA RETAIL FOOD FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA HEALTH AND SAFETY CODE ARE MET AT ALL TIMES.
11. OPERATE IN ACCORDANCE WITH CURRENT CACFP REGULATIONS.
12. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE (3) YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE AGENCY, REPRESENTATIVES OF THE CALIFORNIA STATE DEPARTMENT OF EDUCATION, THE U. S. DEPARTMENT OF AGRICULTURE, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.
13. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.

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\* Negotiable time frame.

VENDOR #: 02739  
AGREEMENT #: 104500

## STANDARD AGREEMENT TO FURNISH FOOD SERVICE BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY AND A FOOD SERVICE VENDOR

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### THE VENDOR CERTIFIES:

1. NEITHER IT NOR ITS PRINCIPALS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH AGENCY SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

2. AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (GOVERNMENT CODE SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SUBPART F, FOR GRANTEES, AS DEFINED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

### THE AGENCY AGREES TO:

1. THE AGENCY SHALL PROVIDE THE VENDOR WITH A LIST OF APPROVED SERVING LOCATIONS TO BE FURNISHED MEALS BY THE VENDOR AND THE NUMBER OF MEALS, BY TYPE, TO BE DELIVERED TO EACH LOCATION.
2. REQUEST BY TELEPHONE NO LATER THAN Prior day by 8:45 am each day AN ACCURATE NUMBER OF  
TIME OF DAY AND DAY OF WEEK  
MEALS TO BE DELIVERED TO THE AGENCY ON EACH DAY. NOTIFY THE  
WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE  
VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN \* 2 HOURS OF THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE AGENCY SHALL BE THE RESPONSIBILITY OF THE AGENCY.
3. ENSURE THAT AN AGENCY REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH SPECIFIED DAY. THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL VERIFY THE TEMPERATURE, QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE AGENCY ASSURES THE VENDOR THAT THIS INDIVIDUAL WILL BE TRAINED AND KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF THE CACFP, AND IN HEALTH AND SANITATION PRACTICES.
4. PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING AREAS, AND ASSEMBLE TRANSPORT CARTS AND AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN Next Day.  
TIME EACH DAY
5. NOTIFY THE VENDOR WITHIN 3 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES CHANGES, ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.
6. PROVIDE THE VENDOR WITH A COPY OF TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226; THE CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE B--MEAL PATTERN; AND THE USDA FOOD BUYING GUIDE (AS APPLICABLE); AND ALL OTHER TECHNICAL ASSISTANCE MATERIALS PERTAINING TO THE FOOD SERVICE REQUIREMENTS OF THE CACFP. THE AGENCY WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE AGENCY, ADVISE THE VENDOR OF ANY CHANGES IN THE FOOD SERVICE REQUIREMENTS OF THE CACFP.

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\* Negotiable time frame.

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

7. PAY THE VENDOR BY THE specified DAY OF EACH MONTH THE FULL AMOUNT AS PRESENTED ON THE MONTHLY ITEMIZED INVOICE. THE AGENCY AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE.
8. THE MEALS SERVED UNDER THE CONTRACT SHALL CONFORM TO THE CYCLE MENUS UPON WHICH THE CONTRACT WAS BASED, AND TO MENU CHANGES AGREED UPON BY THE AGENCY AND VENDOR.

**TERMS OF THE AGREEMENT:**

THIS AGREEMENT WILL TAKE EFFECT COMMENCING August 15, 2022 AND SHALL BE FOR A PERIOD  
DATE  
OF ONE CALENDAR YEAR. IT MAY BE TERMINATED BY WRITTEN NOTIFICATION GIVEN BY EITHER PARTY HERETO THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO THE DATE OF TERMINATION.

**SCHOOL FOOD AUTHORITY VENDING TO AN AGENCY:**

PER TITLE 7, CODE OF FEDERAL REGULATIONS, SECTION 226.20 (O), AGENCIES WHICH VEND FROM A SCHOOL THAT PARTICIPATES IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS MAY USE THE SCHOOL'S MEAL PATTERN. ENTER THE MEAL PATTERN YOU WILL USE: CACFP MEAL PATTERN

If the Agency agrees to the menu planning option, the school will train the Agency by: August 15, 2022

**AGENCY:**

Agrees to allow the school to use the SMI menu planning option noted above (submit menu for NSD's approval):  
Yes  No

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:**

<p>VENDOR OFFICIAL SIGNATURE</p> <p><u>Merrill M. Grant</u> Merrill M. Grant (Jun 17, 2022 09:07 PDT)</p>	<p>AGENCY OFFICIAL SIGNATURE</p> <p><u>Michelle Larsen</u> Michelle Larsen (Jun 16, 2022 21:02 PDT)</p>
<p>VENDOR OFFICIAL NAME (PLEASE TYPE)</p> <p><b>MERRILL M. GRANT, Ed.D.</b></p>	<p>AGENCY OFFICIAL NAME (PLEASE TYPE)</p> <p><b>MICHELLE LARSEN</b></p>
<p>TITLE</p> <p>SUPERINTENDENT, FALL RIVER JOINT UNIFIED SCHOOL DISTRICT</p>	<p>TITLE</p> <p>HEALTH &amp; NUTRITION DIRECTOR, SHASTA COUNTY OFFICE OF EDUCATION</p>
<p>TELEPHONE NUMBER</p> <p>530-335-4538</p>	<p>TELEPHONE NUMBER</p> <p>530-225-0188</p>
<p>DATE</p> <p>Jun 17, 2022</p>	<p>DATE</p> <p>Jun 16, 2022</p>

**SCHEDULE B—NSD 2050B**

CNIPS #: 02739  
VENDOR #: 14500

**CHILD AND ADULT CARE FOOD PROGRAM  
MEAL PATTERN FOR INFANTS**

	BIRTH THROUGH FIVE MONTHS	SIX THROUGH ELEVEN MONTHS
<b>BREAKFAST, LUNCH, AND SUPPER</b>	4 TO 6 FLUID (FL) OUNCE (OZ) BREAST MILK <sup>1</sup> OR FORMULA <sup>2</sup>	6 TO 8 FL OZ BREAST MILK <sup>1</sup> OR FORMULA <sup>2</sup> AND  0 TO 4 TABLESPOON (TBSP) INFANT CEREAL <sup>2,3</sup> MEAT, FISH, POULTRY, WHOLE EGG, COOKED DRY BEANS OR COOKED DRY PEAS OR  0 TO 2 OZ CHEESE OR 0 TO 4 OZ YOGURT <sup>4</sup> OR (½ CUP) COMBINATION OF THE ABOVE <sup>5</sup> AND  0 TO 2 TBSP FRUIT, VEGETABLE, OR COMBINATION OF BOTH <sup>5,6</sup>
<b>SNACK</b>	4 TO 6 FL OZ BREAST MILK <sup>1</sup> OR FORMULA <sup>2</sup>	2 TO 4 FL OZ BREAST MILK <sup>1</sup> OR FORMULA <sup>2</sup> AND  0 TO ½ SLICE BREAD <sup>3,7</sup> OR 0 TO 2 CRACKERS <sup>3,7</sup> OR 0 TO 4 TBSP INFANT CEREAL <sup>2,3,7</sup> OR READY-TO-EAT BREAKFAST CEREAL <sup>3,5,7,8</sup> AND  0 TO 2 TBSP FRUIT, VEGETABLE, OR COMBINATION OF BOTH <sup>5,6</sup>

<sup>1</sup> Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

<sup>2</sup> Infant formula and dry infant cereal must be iron-fortified.

<sup>3</sup> Beginning October 1, 2019, oz equivalents (eq) are used to determine the quantity of creditable grains.

<sup>4</sup> Yogurt must contain no more than 23 grams (g) of total sugars per 6 oz.

<sup>5</sup> A serving of this component is required when the infant is developmentally ready to accept it.

<sup>6</sup> Fruit and vegetable juices must not be served.

<sup>7</sup> A serving of grains must be whole grain-rich (WGR), enriched meal, or enriched flour.

<sup>8</sup> Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21 g sucrose and other sugars per 100 g of dry cereal).

**CERTIFICATION**

I hereby certify that all meals claimed shall meet the minimum requirements set forth in the meal patterns for infants and older children as prescribed by Title 7, Code of Federal Regulations (7 CFR), Section 226.20.

PRINTED NAME OF AGENCY'S AUTHORIZED REPRESENTATIVE Michelle Larsen	SIGNATURE	DATE
AGENCY NAME SHASTA COUNTY OFFICE OF EDUCATION		

**SCHEDULE B—NSD 2050B**

**CHILD AND ADULT CARE FOOD PROGRAM  
MEAL PATTERN FOR OLDER CHILDREN**

<b>BREAKFAST (SELECT ALL THREE COMPONENTS)<sup>1</sup></b>	<b>AGES 1–2</b>	<b>AGES 3–5</b>	<b>AGES 6–12</b>	<b>AGES 13–18<sup>2</sup></b>
MILK, FL <sup>3</sup>	½ CUP (4 OZ)	¾ CUP (6 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLE, FRUIT, OR BOTH <sup>4</sup>	¼ CUP	½ CUP	½ CUP	½ CUP
GRAINS <sup>5, 6, 7</sup> WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) <sup>8, 9</sup> FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP  ½ CUP ¾ CUP ⅛ CUP	½ SLICE ½ SERVING ¼ CUP  ½ CUP ¾ CUP ⅛ CUP	1 SLICE 1 SERVING ½ CUP  1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP  1 CUP 1¼ CUP ¼ CUP
<b>LUNCH OR SUPPER (SELECT ALL FIVE COMPONENTS)<sup>1</sup></b>				
MILK, FL <sup>3</sup>	½ CUP	¾ CUP	1 CUP	1 CUP
VEGETABLES <sup>4</sup>	⅙ CUP	¼ CUP	½ CUP	½ CUP
FRUITS <sup>4, 10</sup>	⅙ CUP	¼ CUP	¼ CUP	¼ CUP
GRAINS <sup>6, 7</sup> WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. WGR, ENRICHED OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , CEREAL GRAIN, AND/OR PASTA	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES (M/MA) LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS <sup>11</sup> OR CHEESE OR EGG (LARGE) OR COOKED DRY BEANS OR DRY PEAS <sup>12</sup> OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS <sup>13</sup> OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED <sup>14</sup>	1 OZ 1 OZ 1 OZ ½ EGG ¼ CUP 2 TBSP  ½ OZ ½ CUP OR 4 OZ	1½ OZ 1½ OZ 1½ OZ ¾ EGG ¾ CUP 3 TBSP  ¾ OZ ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP  1 OZ 1 CUP OR 8 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP  1 OZ 1 CUP OR 8 OZ

**CHILD AND ADULT CARE FOOD PROGRAM  
MEAL PATTERN FOR OLDER CHILDREN**

<b>SNACKS (SELECT TWO OF THESE FIVE COMPONENTS)<sup>15</sup></b>	<b>AGES 1–2</b>	<b>AGES 3–5</b>	<b>AGES 6–12</b>	<b>AGES 13–18<sup>2</sup></b>
MILK, FL <sup>3</sup>	½ CUP (4 OZ)	½ CUP (4 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLES <sup>4</sup>	½ CUP	½ CUP	¾ CUP	¾ CUP
FRUITS <sup>4</sup>	½ CUP	½ CUP	¾ CUP	¾ CUP
GRAINS <sup>6,7</sup> WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL <sup>8</sup> , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) <sup>8,9</sup> FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP  ½ CUP ¾ CUP ⅙ CUP	½ SLICE ½ SERVING ¼ CUP  ½ CUP ¾ CUP ⅙ CUP	1 SLICE 1 SERVING ½ CUP  1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP  1 CUP 1¼ CUP ¼ CUP
M/MA LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS <sup>11</sup> OR CHEESE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED <sup>14, 16</sup> OR COOKED DRY BEANS OR DRY PEAS <sup>12</sup> OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ⅙ CUP 1 TBSP  ½ OZ	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ⅙ CUP 1 TBSP  ½ OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP  1 OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP  1 OZ

<sup>1</sup> Offer versus serve is an option for at-risk afterschool participants only.  
<sup>2</sup> Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.  
<sup>3</sup> Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.  
<sup>4</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.  
<sup>5</sup> M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz of M/MA is equal to 1 oz eq of grains.  
<sup>6</sup> At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count towards meeting the grains requirement.  
<sup>7</sup> Beginning October 1, 2019, oz eq are used to determine the quantity of creditable grains.  
<sup>8</sup> Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).  
<sup>9</sup> Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1–2; ½ cup for children ages 3–5; and ¾ cup for children ages 6–18.  
<sup>10</sup> A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.  
<sup>11</sup> Alternate protein products must meet the requirements in Appendix A per 7 CFR, Section 226.20.  
<sup>12</sup> Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component; but **cannot** be counted as both components in the same meal.  
<sup>13</sup> No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA to fulfill the requirement. To determine combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.  
<sup>14</sup> Yogurt must contain no more than 23 g of total sugars per 6 oz.  
<sup>15</sup> Juice cannot be served when milk is served as the only other component.  
<sup>16</sup> Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.

<b>Breakfast</b>		
<b>Milk<sup>1</sup>, Fluid (fl)</b>	<b>Milk<sup>1</sup>, fl</b>	1 cup <sup>2</sup>
<b>Vegetable/Fruit<sup>3</sup></b>	<b>Vegetables/Fruits<sup>3</sup>, or portions of both</b>	½ cup
<b>Grains {ounce (oz) equivalent (eq)}<sup>4, 5, 6</sup></b>	<ul style="list-style-type: none"> <li>• Whole grain-rich (WGR) or enriched bread</li> </ul>	2 slices 2 servings
	<ul style="list-style-type: none"> <li>• WGR or enriched bread product, such as rolls, muffins, or biscuits</li> </ul>	1 cup
	<ul style="list-style-type: none"> <li>• WGR, enriched or fortified cooked breakfast cereal<sup>7</sup>, cereal grain, and/or pasta</li> </ul>	2 cup 2½ cup ½ cup
	<ul style="list-style-type: none"> <li>• WGR, enriched or fortified ready-to-eat breakfast cereal (dry, cold)<sup>7, 8</sup> <ul style="list-style-type: none"> <li>○ Flakes or rounds</li> <li>○ Puffed cereal</li> <li>○ Granola</li> </ul> </li> </ul>	
<b>Lunch or Supper</b>		
<b>Milk<sup>1</sup>, fl</b>	<b>Milk<sup>1</sup>, fl (lunch only—milk is not required for supper)</b>	1 cup <sup>2</sup>
<b>Vegetable<sup>3</sup></b>	<b>Vegetables<sup>3</sup></b>	½ cup
<b>Fruit<sup>3, 9</sup></b>	<b>Fruits<sup>3, 9</sup></b>	½ cup
<b>Grains (oz eq)<sup>4, 6</sup></b>	<ul style="list-style-type: none"> <li>• WGR or enriched bread</li> </ul>	2 slices 2 servings 1 cup
	<ul style="list-style-type: none"> <li>• WGR or enriched bread product, such as rolls, muffins, or biscuits</li> <li>• WGR, enriched, or fortified cooked breakfast cereal<sup>7</sup>, cereal grain, and/or pasta</li> </ul>	
<b>Meat/Meat Alternates (M/MA)<sup>10</sup></b> Lean Meat, Fish, Poultry (edible portion) or one of the following:	<ul style="list-style-type: none"> <li>• Lean meat, fish, poultry</li> <li>• Tofu, soy product, or alternate protein product<sup>11</sup></li> <li>• Cheese</li> <li>• Yogurt, plain or flavored, sweetened or unsweetened<sup>12</sup></li> <li>• Egg (large)</li> <li>• Cooked dry beans or peas</li> <li>• Peanut butter, soy nut butter, other nut or seed butters</li> <li>• Peanuts, soy nuts, tree nuts, seeds, or whole roasted peas</li> </ul>	2 oz 2 oz 2 oz 1 cup or 8 oz 1 egg ½ cup 4 tablespoon (tbsp) 1 oz = 50%
<b>AM or PM Snack (select two different food components)</b>		
<b>Milk<sup>1</sup>, fl</b>	<b>Milk<sup>1</sup>, fl</b>	1 cup
<b>Vegetable<sup>3</sup></b>	<b>Vegetables<sup>3</sup></b>	½ cup
<b>Fruit<sup>3</sup></b>	<b>Fruits<sup>3</sup></b>	½ cup
<b>Grains (oz eq)<sup>4, 6</sup></b>	<ul style="list-style-type: none"> <li>• WGR or enriched bread</li> </ul>	1 slice 1 serving
	<ul style="list-style-type: none"> <li>• WGR or enriched bread product, such as rolls, muffins, or biscuits</li> <li>• WGR, enriched, or fortified cooked breakfast cereal<sup>7</sup>, cereal grain, and/or pasta</li> <li>• WGR, enriched, or fortified ready-to-eat breakfast cereal (dry, cold)<sup>7, 8</sup> <ul style="list-style-type: none"> <li>○ Flakes or rounds</li> <li>○ Puffed cereal</li> <li>○ Granola</li> </ul> </li> </ul>	½ cup 1 cup 1¼ cup ¼ cup
<b>M/MA<sup>10</sup></b> Lean Meat, Fish, Poultry or one of the following:	<ul style="list-style-type: none"> <li>• Lean meat, fish, poultry</li> <li>• Tofu, soy product, or alternate protein product<sup>11</sup></li> <li>• Cheese</li> <li>• Yogurt, plain or flavored, sweetened or unsweetened<sup>12</sup></li> <li>• Egg (large)</li> <li>• Cooked dry beans or peas</li> <li>• Peanut butter, soy nut butter, other nut, or seed butters</li> <li>• Peanuts, soy nuts, tree nuts, seeds, or whole roasted peas</li> </ul>	1 oz 1 oz 1 oz ½ cup or 4 oz ½ egg ¼ cup 2 tbsp 1 oz

## **NONDISCRIMINATION STATEMENT**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410
- (2) Fax: 202-690-7442
- (3) E-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

VENDOR #: 104500
CNIPS ID #: 02739

**ADDENDUM TO THE  
STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

**THE AGENCY:** SHASTA COUNTY OFFICE OF EDUCATION

**THE VENDOR:** FALL RIVER JOINT UNIFIED SCHOOL DISTRICT

**THE VENDOR AGREES TO:**

PREPARE THE MEALS INCLUSIVE OF MILK FOR THE FOLLOWING SITES:

NAME OF SITE	ADDRESS OF SITE	TIME
BURNEY AFTERSCHOOL PROJECT SHARE	37403 TORONTO AVE., BURNEY, CA 96013	1:00 PM
FALL RIVER AFTERSCHOOL PROJECT SHARE	24977 CURVE ST., FALL RIVER MILLS, CA 96028	1:00 PM

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## Memorandum of Understanding

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**Memorandum of Understanding**  
Between  
Shasta County Office of Education  
and  
Fall River Joint Unified District

This Memorandum of Understanding (MOU) sets for the terms and understanding between Shasta County Office of Education and Fall River Joint Unified District to serve Child and Adult Care Food Program (CACFP) suppers to the Afterschool Program at Burney Elementary and Fall River Elementary Schools.

### **Background**

The CACFP supper program is funded by USDA and USDA requires that all third-party agencies inform the school district and get permission to serve meals on campus.

### **Purpose**

This MOU is to obtain permission to provide the CACFP At-Risk Afterschool Meal Program to your students who are attending the afterschool program at the school. This is at no cost to the students or the program.

### **Reporting**

Shasta County Office of Education, Health and Nutrition Services Department will be doing all the monitoring and reporting to CDE.

### **Duration**

This MOU is effective for the 2022-2023 school year. This MOU may be terminated by written notification given by either party hereto the other party at least 30 days prior to the date of termination.

### **Contact Information:**

Shasta County Office of Education  
Michelle Larsen, Health and Nutrition Services Director  
43 Hilltop Drive, Redding, CA 96003  
530-225-0188  
[mlarsen@shastacoe.org](mailto:mlarsen@shastacoe.org)

Merrill M. Grant  
Merrill M. Grant (Jun 17, 2022 09:07 PDT)

Jun 17, 2022

Date: \_\_\_\_\_

Merrill M. Grant ED. D., Superintendent  
Fall River Joint Unified District

Michelle Larsen  
Michelle Larsen (Jun 16, 2022 21:02 PDT)

Jun 16, 2022

Date: \_\_\_\_\_

Michelle Larsen, CACFP Authorized Representative  
Shasta County Office of Education

# Fall River Joint Unified School District



Transportation Department  
44154 Walnut Street  
McArthur Ca. 96056  
Ph. 530-336-5171  
Fax 530-336-6546



## District cost per mile for 21/22 school year with estimate for labor.

Diesel Bus \$6.16 Depreciation included \$.73  
Electric Bus \$7.41 Depreciation included \$2.00  
Suburban \$1.13 per mile  
Mini Van \$.90

I recommend next year we charge  
\$5.50 for School bus trips  
\$1.15 for Suburban  
\$.90 for Mini Van

As fuel goes so does everything else and everyone is hesitant to quote the cost of anything over 30 days.

Master Mechanic  
Larry Betz

Effective: July 1, 2022

## FACILITY USE - Application & Permit

1. Name of Applicant: BURNEY/FALL RIVER ROTARY CLUB  
(Organization, Group, Individual)
2. Address of Applicant: 25465 GLENBURN RD., FALL RIVER MILLS, CA 96028
3. Representative: ED SIEGEL, PRESIDENT
4. Facilities Requested: Location/Address BURNEY HIGH SCHOOL FOOTBALL FIELD  
Building/Room/Grounds/Special Facilities \_\_\_\_\_  
Special Arrangements or Needs: Chairs \_\_\_\_\_ Tables \_\_\_\_\_ Other \_\_\_\_\_

5. Dates of Intended Use:

Dates of Use	Days of Use	Hours of Use	Persons in Charge	Description of Activity	Estimated Attendance
7/2/22	ONE	ALL DAY	ED SIEGEL	FIREWORKS	5,000

**DECLARATION OF APPLICANT: Initial each line indicating that you have read and acknowledge each item**

1.  Nature or type of intended use: LIVE ENTERTAINMENT, FOOD VENDORS, FIREWORKS
2.  Applicant has received or will receive for the activities herein listed contributions, cash collections, registration fees, admission fees, tuition, donations, or other receipts estimated in amount of \$ ZERO. If no receipts anticipated for these activities check here.
3.  Receipts set forth in item 2 above will be used for: ZERO
4.  I, the undersigned, hereby certify that I will be personally responsible on behalf of the applicant for any damages sustained by the school building, furniture, equipment, or grounds occurring through the occupancy or use of said building and or grounds by the applicant, normal wear and tear excepted.
5.  I hereby certify that I have received and read the rules, regulations, conditions, terms and that I and the applicant which I represent, will abide by them and will conform to all applicable provisions of the Constitution and laws of California and to all other rules and regulations of the Board of Education and its authorized agents which may be communicated to the applicant and to the best of my knowledge the school property for use of which this application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.
6.  It is agreed that in the event this permit is canceled by the applicant no refund will be made and that changes in date or extension of time shall be made only as specified by the rules governing use of school facilities.
7.  In executing this declaration I certify that I have been duly authorized by the herein set forth applicant to act in its behalf in making application for use of said facilities.

**HOLD HARMLESS & INDEMNIFICATION AGREEMENT:**

THE UNDERSIGNED AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE FALL RIVER JOINT UNIFIED SCHOOL DISTRICT, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ALL COSTS, LOSSES, CLAIMS, ACTIONS, AND JUDGMENTS ARISING FROM PERSONAL INJURIES, PROPERTY DAMAGE OR OTHERWISE, REGARDLESS OF CAUSE, THAT MAY ARISE IN ANYWAY FROM OR BE ALLEGED TO BE CAUSED BY THE UNDERSIGNED'S USE OR OCCUPANCY OF DISTRICT FACILITIES, FURNITURE OR EQUIPMENT. THE UNDERSIGNED FURTHER AGREES TO PROVIDE A SATISFACTORY CERTIFICATE OF INSURANCE FOR LIABILITY COVERAGES.

**INSURANCE REQUIRED OF APPLICANT:**

1. **Commercial General Liability** on an occurrence form with a minimum limit of \$1,000,000 each occurrence/ \$2,000,000 general aggregate from an insurer with a financial rating of A7 or better. Liability deductible not to exceed \$2,500.
2. **Additional Insured Provision:** The "FRJUSD" its elected or appointed officials, employees, agents and volunteers shall be named as additional insured under the general liability policy, by endorsement to the Certificate. A separate endorsement attached to the Certificate of Insurance evidencing the additional insured coverage is required.
3. **Primary Insurance:** Applicants insurance shall be primary insurance as respects to the "FRJUSD", its elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the "FRJUSD", its elected or appointed officials, employees, agents and volunteers shall be excess and shall not contribute with it.

Signature of Applicant /Representative Edward M Siegel Date 6/16/22  
 Applicant Address 25465 GLENBURN RD, FALL RIVER 96028 Telephone (530) 638-5617  
 Approved by: [Signature] Date 6/16/22  
 Board approved 12/12/2012

**FALL RIVER JOINT UNIFIED SCHOOL DISTRICT**

*Superintendent*  
Merrill M. Grant, Ed.D.



*"Education is Power"*

*Governing Board*  
President: Ignacio Venegas  
Clerk: Rick Dougherty  
Trustee: Megan Estes  
Trustee: John Hamilton  
Trustee: Jack Hathaway

Our laminator is no longer working. Will you please coordinate the disposal of the laminator?

Thank you,

**Tara Aderman**  
**Principal**  
**Burney Elementary**  
**(530) 335-2279**



Pacific Gas and Electric Company

The Blackbaud Giving Fund by its agent, YourCause 65 Fairchild Street Charleston, SC 29492

Check No. 1110212613

Date: 5/31/2022

Page 1 OF 1

The Blackbaud Giving Fund is pleased to present BURNEY ELEMENTARY with the enclosed grant of \$240.00 made on behalf of Pacific Gas & Electric Company/Employee Giving and its donors.

Grant Amount \$240.00

Donor Details

Donor information related to these funds can be accessed securely by going to our Nonprofit Portal: https://nonprofit.yourcause.com to avoid Charity Check Fees applicable to processing donations via paper check.

- View donor details by going to "Giving" then "Payments and Transactions". Donor information is only available on our Nonprofit Portal.

First Time Users, Establish an Account

- Visit https://nonprofit.yourcause.com and click on "Sign up". Proceed with creating your account, verifying your email, and selecting your organization. Once approved, you will receive a welcome email.

ACH (Direct Deposit)

YourCause and The Blackbaud Giving Fund encourage you to sign up for ACH through https://nonprofit.yourcause.com.

- Click on "Administration" then "Disbursement Information" to sign up for ACH. ACH is our preferred method of payment because it's ecofriendly, secure, and faster. ACH can prevent the loss of funds if a check remains uncashed.

Have Questions?

If you have questions or concerns, please contact our Nonprofit Support Team at charity@yourcause.com.

US Grant Terms: Any grant issued by The Blackbaud Giving Fund is subject to the following terms. By accepting any grant from The Blackbaud Giving Fund, you represent to The Blackbaud Giving Fund that (i) your organization is formed under the laws of the U.S. and its territories and is a public charity described in IRC secs. 509(a)(1)-(3), a political subdivision of the United States, a State, a possession of the United States within the meaning of Section 170(c)(1) of the Code of the Internal Revenue Code of 1986 or a private operating foundation described in IRC sec. 4942(j)(3); (ii) this grant will be used exclusively for your organization's exempt purposes; (iii) neither the recommending donor nor any other donor-affiliated party will receive goods, services or impermissible benefits ( e.g., tuition, memberships, dues, admission to events or goods bought at action, or anything of more than incidental benefit) as a result of the grant; (iv) the grant will not be used for political contributions or campaign activities; and (v) your organization does not devote more than an insubstantial part of its activities to attempting to influence legislation by propoganda or otherwise.

You should not provide a tax receipt for this grant. This gift was made from a donor advised fund account and The Blackbaud Giving Fund has already provided the donor with a tax receipt for this donation.

The Blackbaud Giving Fund is an independent public charity that sponsors a donor advised fund program. Donors make irrevocable charitable contributions to The Blackbaud Giving Fund and have the privilege of recommending grants to qualified public charities.

FOR SECURITY PURPOSES, THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK



The Blackbaud Giving Fund by its agent, YourCause 65 Fairchild Street Charleston, SC 29492

Check NO. 1110212613

PNC Bank, N.A. 88-1054/1130

Table with 2 columns: DATE (5/31/2022) and AMOUNT (\$\*\*\*\*\*240.00)

VOID AFTER 120 DAYS

Grant terms found here: nonprofit.yourcause.com/grantterms

PAY EXACTLY Two Hundred Forty And 0/100 Dollars

PAY TO THE ORDER OF BURNEY ELEMENTARY 37403 TORONTO AVE BURNEY, CA 96013-4381

1374

Matthew J. Nash

AUTHORIZED SIGNATURE

SIGNATURE HAS A BLUE BACKGROUND - BORDER CONTAINS MICROPRINTING MP

110212613 3010547 6705399547



Pacific Gas and Electric Company

The Blackbaud Giving Fund
by its agent, YourCause
65 Fairchild Street
Charleston, SC 29492

Check No. 1110212614
Date: 5/31/2022
Page 1 OF 1

The Blackbaud Giving Fund is pleased to present BURNEY JUNIOR-SENIOR HIGH with the enclosed grant of \$720.00 made on behalf of Pacific Gas & Electric Company/Employee Giving and its donors.

Grant Amount \$720.00

Donor Details

Donor information related to these funds can be accessed securely by going to our Nonprofit Portal: https://nonprofit.yourcause.com to avoid Charity Check Fees applicable to processing donations via paper check.

- View donor details by going to "Giving" then "Payments and Transactions".
Donor information is only available on our Nonprofit Portal.

First Time Users, Establish an Account

- Visit https://nonprofit.yourcause.com and click on "Sign up".
Proceed with creating your account, verifying your email, and selecting your organization.
Once approved, you will receive a welcome email.

ACH (Direct Deposit)

YourCause and The Blackbaud Giving Fund encourage you to sign up for ACH through https://nonprofit.yourcause.com.

- Click on "Administration" then "Disbursement Information" to sign up for ACH.
ACH is our preferred method of payment because it's ecofriendly, secure, and faster.
ACH can prevent the loss of funds if a check remains uncashed.

Have Questions?

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You should not provide a tax receipt for this grant. This gift was made from a donor advised fund account and The Blackbaud Giving Fund has already provided the donor with a tax receipt for this donation.

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The Blackbaud Giving Fund
by its agent, YourCause
65 Fairchild Street
Charleston, SC 29492

Check NO. 1110212614

PNC Bank, N.A.
88-1054/1130

Table with 2 columns: DATE (5/31/2022) and AMOUNT (\$\*\*\*\*\*720.00)

VOID AFTER 120 DAYS

Grant terms found here: nonprofit.yourcause.com/granterms

PAY EXACTLY Seven Hundred Twenty And 0/100 Dollars

PAY TO THE ORDER OF BURNEY JUNIOR-SENIOR HIGH
37571 MOUNTAIN VIEW RD
BURNEY, CA 96013-4350

1372

Matthew J. Neel

AUTHORIZED SIGNATURE

SIGNATURE HAS A BLUE BACKGROUND • BORDER CONTAINS MICROPRINTING MP

1110212614 13010547 6705399547

# **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: June 2, 2022

To: Teresea Spooner

From: Chris Knoch, Principal

RE: Deposits to donation account

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

Eric & Yoshiko Zimmerman	Ch# 1525	\$ 50.00
Jeremy & Sierra Vanover	Ch# 1995	\$100.00

Thank you!!!

604275



Pacific Gas and Electric Company

The Blackbaud Giving Fund
by its agent, YourCause
65 Fairchild Street
Charleston, SC 29492

Check No. 1110212525

Date: 5/31/2022

Page 1 OF 1

The Blackbaud Giving Fund is pleased to present FALL RIVER ELEMENTARY with the enclosed grant of \$1,570.00 made on behalf of Pacific Gas & Electric Company/Employee Giving and its donors.

Grant Amount \$1,570.00

Donor Details

Donor information related to these funds can be accessed securely by going to our Nonprofit Portal: https://nonprofit.yourcause.com to avoid Charity Check Fees applicable to processing donations via paper check.

- View donor details by going to "Giving" then "Payments and Transactions".
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ACH (Direct Deposit)

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FOR SECURITY PURPOSES, THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK



The Blackbaud Giving Fund
by its agent, YourCause
65 Fairchild Street
Charleston, SC 29492

PNC Bank, N.A.
88-1054/1130

Check NO. 1110212525

Table with 2 columns: DATE (5/31/2022) and AMOUNT (\$\*\*\*\*\*1,570.00)

VOID AFTER 120 DAYS
Grant terms found here: nonprofit.yourcause.com/granterms

PAY EXACTLY One Thousand Five Hundred Seventy And 0/100 Dollars

PAY TO THE ORDER OF FALL RIVER ELEMENTARY
24977 CURVE ST
FALL RIVER MILLS, CA 96028-9798

1382

Matthew J. Neak

AUTHORIZED SIGNATURE

SIGNATURE HAS A BLUE BACKGROUND • BORDER CONTAINS MICROPRINTING

110212525 13010547 6705399547



Pacific Gas and Electric Company

The Blackbaud Giving Fund
by its agent, YourCause
65 Fairchild Street
Charleston, SC 29492

Check No. 1110212526

Date: 5/31/2022

Page 1 OF 1

The Blackbaud Giving Fund is pleased to present FALL RIVER JUNIOR-SENIOR HIGH with the enclosed grant of \$850.00 made on behalf of Pacific Gas & Electric Company/Employee Giving and its donors.

Grant Amount \$850.00

Donor Details

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FOR SECURITY PURPOSES, THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK



The Blackbaud Giving Fund
by its agent, YourCause
65 Fairchild Street
Charleston, SC 29492

Check NO. 1110212526

PNC Bank, N.A.
88-1054/1130

Table with 2 columns: DATE (5/31/2022) and AMOUNT (\$\*\*\*\*\*850.00)

VOID AFTER 120 DAYS

Grant terms found here: nonprofit.yourcause.com/grantterms

PAY EXACTLY Eight Hundred Fifty And 0/100 Dollars

PAY TO THE ORDER OF FALL RIVER JUNIOR-SENIOR HIGH
PO BOX 340
MCARTHUR, CA 96056-0340

1388

Matthew J. Nash

AUTHORIZED SIGNATURE

SIGNATURE HAS A BLUE BACKGROUND • BORDER CONTAINS MICROPRINTING MP

110212526 13010547 670539954



FIDELITY Charitable<sup>SM</sup>

BFREF - FRHS - STEM Grant

P.O. Box 770001  
Cincinnati, OH 45277-0053

SP 01 013222 42381 H 19 ASNGLP  
BMJZNWBBDDMD  
BURNEY-FALL RIVER EDUCATION FOUNDATION  
PO BOX 625  
MCARTHUR, CA 96056-0625

013222 1/1

May 02, 2022

Dear Sir or Madam:

We are delighted to provide you with the attached check for **\$1,000.00**. This Fidelity Charitable Donor-Advised Fund<sup>SM</sup> grant was made at the recommendation of the Vogt-Morentz Charitable Fund, a donor-advised fund.

This grant is made by Fidelity Charitable. Fidelity Charitable's donor recommends the grant be used for the following purpose (which does not constitute a restriction): **Funds to be directed to, and for the benefit of, Fall River Junior Senior High School STEM education programs.** This grant is to be used exclusively for charitable purposes, and is not made for the purpose of influencing legislation. This grant is also subject to the "Grant Terms" on the next page. If you are unable or unwilling to meet these grant conditions, you must return these funds to Fidelity Charitable.

Should you choose to send a thank-you letter, the donor has requested it be sent to the following address. You should not, however, issue a tax acknowledgement to either the recommending donor(s) or to Fidelity Charitable.

Ms. Ruthanne Marie Morentz, 65 Ocean Pines Ln, Alamo, CA 94507-2335

<sup>1</sup> Fidelity Charitable is an independent public charity that sponsors a donor-advised fund program. In a donor-advised fund, Donors make irrevocable charitable contributions to Fidelity Charitable, and have the privilege of recommending grants to qualified public charities.

DCC\_CEBMJZNWBBDDMD\_BBBBB 20220502 5700 P OP=DCCK Page 1 of 2

DCC\_CEBMJZNWBBDDMD\_BBBBB 20220502 PLEASE FOLD AND DETACH AT PERFORATION BEFORE PRESENTING CHECK FOR PAYMENT

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM

**FIDELITY** Charitable<sup>SM</sup>  
Make more of a difference

P.O. Box 770001  
Cincinnati, OH 45277-0053  
800-952-4438

PAYABLE AT: THE BANK OF NEW YORK MELLON  
EVERETT, MA 02149  
53-292/113

12247926  
May 02, 2022

PAY TO THE ORDER OF  
BURNEY-FALL RIVER EDUCATION FOUNDATION

\*\*\$1,000.00\*\*

\*\*\*\*\*One Thousand & 0/100 DOLLARS

VOID AFTER 60 DAYS

⑈ 1 2 2 4 7 9 2 6 ⑈ ⑆ 0 1 1 3 0 2 9 2 0 ⑆ ⑈ 0 0 4 9 3 6 ⑈

Security Features Included

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

**BURNEY RAIDERS BOOSTERS CLUB**  
P.O. BOX 2661  
BURNEY, CA 96013

2370

90-3504/1211

CHECK NUMBER

6-5-202

PAY TO THE ORDER OF Mt View High School

\$ 300.00

Three hundred & no/100 DOLLARS



*[Signature]*  
AUTHORIZED SIGNATURE

MEMO Sobergad

⑈002370⑈ ⑆121135045⑆ 121022503⑈

Details on Back

Security Features Included

**RECEIPT**

DATE 6/10/22 No. 199255

RECEIVED FROM Burney Boosters Club \$ 300.00 DOLLARS

Three hundred and no/100 DOLLARS  
 FOR RENT  FOR MUHS DONATION Sober Grad

ACCOUNT	
PAYMENT	<u>300.00</u>
BAL. DUE	<u>0</u>

CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD

FROM 006910 TO

BY Charlette Bennett

**RECEIPT** DATE 6/6/22 No. 199256

RECEIVED FROM Western Physical Therapy \$ 50.00

ifty and 00/100 DOLLARS

FOR RENT MUHS Donation Sober Grad

FROM 006910 TO

BY Nanette Burnett

ACCOUNT			
PAYMENT	50.00		
BAL. DUE	\$		

CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD

⑆03002⑆ ⑆12139287⑆ 03121429⑆

AUTHORIZED SIGNATURE James D. Bates

VOID AFTER 90 DAYS

DOLLARS

\$ \*\*\*50.00

5/30/2022

30021

**WESTERN PHYSICAL THERAPY, INC.**

1495 VICTOR AVENUE SUITE A  
REDDING, CA 96003  
(530) 221-9952

**MERCHANTS BANK OF COMMERCE**  
1951 CHURN CREEK ROAD  
REDDING, CA 96002  
96-4326/1211

PAY TO THE ORDER OF Mountain View High School

Fifty and 00/100

Mountain View High School  
Soldien Mountain High School  
20375 Tamarack Ave  
Burney, CA 96013

MEMO

Details on Back.



Photo Safe Deposit®