

**BARONA INDIAN CHARTER SCHOOL**

1095 Barona Road, Lakeside, CA 92040 • (619) 443-0948 FAX: (619) 443-7280

BaronaIndianCharterSchool.com

**Governing Board of Directors  
REGULAR BOARD MEETING AGENDA  
August 16, 2021 — 8:30 AM**

Barona Community Center Meeting Room at 1095 Barona Road, Lakeside, CA 92040

*Members of the public may make Public Comment at the Board meeting in person  
or make Public Comment by calling (877) 336-1829 and entering participant code 9750849 #*

- I. Call to Order/Roll Call**
  - Ray Welch, Chairman
  - Tawnya Phoenix, Vice Chair
  - Mandy Curo de Quintero, Secretary/Treasurer
  - Shirley Ruis, Founder/Member
  - Danthia Gil, Member
- II. Approval of Agenda-** any changes to the agenda must be made at this time
- III. Approval of Minutes-** June 21, 2021 (Annual & Regular) and July 2, 2021
- IV. Public Comment-** Any person may address the Board concerning any item on the agenda and may, at the discretion of the Board, be granted five (5) minutes to make a presentation to the Board at the time a specific item is under discussion. A yellow card must be completed prior to the start of the meeting and given to the Chairperson. Additional time may be granted if circumstances permit. The total time per agenda item devoted to presentations to the Board shall be determined based on the number of speakers wishing to address the board. This time will not exceed 30 minutes unless additional time is granted by a majority of the Board. All presentations shall be heard by the Board prior to the formal discussion of the agenda topic under consideration.
- V. Action Items**
  - A. Changes to Corporate Bylaws-** the Board will consider minor changes to the BICS bylaws of incorporation.
  - B. State of the Charter-** staff will present a report to the Board on the current state of the charter school.
  - C. Summer Maintenance-** staff will present to the Board those maintenance items that were performed over the summer in preparation for this next school year.
  - D. Extending the Charter Renewal Process-** as a result of a budget trailer bill approved by the Governor, BICS will not need to go through charter renewal this cycle. According to the bill, Barona's charter term will be extended by two years (i.e., through June 30, 2024) if the Board wishes to do so by majority approval.
  - E. Approve the Hiring of Nicolette Montano-** staff recommends the Board approve the hiring of Nicolette Montano as a Special Education Instructional Aide. This position has been approved by the Board and after a long search staff is pleased to offer this selection to Ms. Montano, who previously worked for BICS.

**F. Health Code of Conduct-** staff requests that the Board approve of the following health standards for the 20-21 school year:

**Health Code of Conduct**

Due to the ongoing COVID-19 pandemic, BICS has taken several extraordinary precautions to minimize health risks during the 2021–2022 school year. If you choose to attend in-person or enter the school grounds, students, parents, and staff agree to follow these health standards:

- Do not attend or enter school grounds if you feel sick.
- If offered, take the health screening survey prior to entering the campus.
- Use provided PPE and hand sanitization stations.
- Follow social distancing guidelines and traffic flow signs.
- Always wear a mask inside any building or classroom.
- Wash your hands frequently.
- Be considerate and kind.

Each person attending or entering the campus will be asked to agree to and abide by this Health Code of Conduct. Anyone choosing not to observe these terms is encouraged to participate in an independent study program.

**G. New Staff Salary Schedule-** staff will present to the Board a new salary schedule for both the classified staff and the certificated staff. There is some confusion about which of the many salary schedules found in school files truly represents the will of the Board. Dr. Felix has created a new salary schedule that not only simplifies accounting procedures, but also creates a path for the administration to attract, retain, and motivate employees. When combined with other benefits, this new schedule will provide a well-rounded employee pay philosophy focusing on benefits and work life.

**H. Approve an Increase in Pay for Substitute Teachers-** The need for substitute teachers is not a new problem, but it is one of great concern. The need for teachers is grave considering the employment situation in stores and restaurants trying to find people to hire. To remain competitive, staff urges the Board to increase the pay for substitute teachers. Staff recommends that for regular substitutes who fill in on a short-term basis, the pay be increased from \$120 to \$195 a day. For long-term substitutes, staff recommends the pay be increased from \$130 to \$235 a day.

**I. Approve Master Contract with Steve Oas-** the Board will consider approval of the Master Contract for Special Education services with longtime provider Steve Oas, Founder/President of the Oas Center and Specialized Therapy Services (STS). STS is the only comprehensive non-public agency in San Diego County that can provide all of a school's special education services. They are approved by the CA Dept. of Education as a provider of services for IEP and 504 students.

**J. Ratify New Asphalt Repair Proposal-** new Playground Asphalt Repair Project price will now include the concrete and fencing needed to create a new entrance to the school office that handicap accessible and perimeter safety approved. This new project shall not exceed \$45K, which is \$5000 over original proposal.

**K. Approve Invoice for CalPADS Contractor-** staff recommends Board approval of invoice from independent contractor Whitney Woodard for work performed on CalPADS from February to July 2021 for \$3550.

**L. Approve the Homeless Education Board Policy-** the McKinney-Vento Homeless Act (MVHA), was passed by Congress to ensure that each homeless student has equal access to the same free, appropriate public education as other students. The MVHA

requires the state to ensure that all LEAs in California have certain policies in place in accordance with the MVHA, without regard to whether the LEA receives these funds. The CDE monitors compliance with these rules through the CALPADS data collection. Thus, all charter schools should adopt a homeless student education policy, regardless of whether they receive MVHA funds. The Education Code also addresses homeless youth. This policy is drafted to comply with these laws as well.

**M. Approve the Independent Study Board Policy-** while the state has always had an Independent Study policy, Assembly Bill 130, the 2021 education budget omnibus “trailer” bill was recently approved by the Governor. By law, the required board-adopted independent study policies must include a growing list of specific elements, including several new ones added by AB 130. This statute requires that boards adopt independent study policies containing specified elements as one of many conditions that must be met to generate funded average daily attendance for independent study.

**N. Approve Board Attendance at State Conference-** the Charter Schools Development Center (CSDC) will present the 2021 Annual Leadership Update Conference, held on December 6-7 in San Diego. The conference program will feature over 50 interactive sessions including in-depth workshops on charter school policy, accountability, governance, finance, operations, and law. Cost will be approximately \$600 per participant not including hotel rooms. Staff asks for approval of a budget for this conference not to exceed \$8000.

## **VI. Discussion Items**

- A. Brown Act training by Dr. Felix
- B. Fiscal Responsibility training by Dr. Felix

## **VII. Organizational Business**

- A. Future agenda items and/or Board member comments
- B. Upcoming meetings
  1. August 16
  2. September 20
  3. October 18
  4. November 15 at 4:00 PM
  5. December 13

## **VIII. Adjournment-** the Board will walk around the campus to see the results of the summer maintenance and refurbishment.

*Accommodating Those Individuals with Special Needs– In compliance with the Americans with Disabilities Act, Barona Indian Charter School encourages those with disabilities to participate fully in the public meeting process. If you require special accommodations to attend or participate in our public meeting, contact our office at (619) 443-0948 or [ylachappa@barona-nsn.gov](mailto:ylachappa@barona-nsn.gov) by noon of the business day prior to the regular meeting you wish to attend so that we may make every reasonable effort to accommodate you. At least 72 hours prior to each Board meeting, a copy of all available documents supporting the agenda items is available in the school office at 1095 Barona Road, Lakeside CA. You may also request a packet by contacting our office at (619) 443-0948 or [ylachappa@barona-nsn.gov](mailto:ylachappa@barona-nsn.gov).*



# Barona Indian Charter School Board of Directors Annual Meeting – Minutes June 21, 2021 4:00 PM

Members of the public may make Public Comment at the Board meeting by calling (877) 336-1829 and entering Passcode: 9750849

I. **Call to Order/Roll Call:** Ray Welch called the meeting to order at 4:05 PM.

**Roll Call:** Ray Welch, Tawnya Phoenix, and Mandy Curo, Quintero.

**Absent:** Shirley Ruis

**Others in attendance:** Jeff Felix, Kathy Clenney, Shannon Johnston, Julie Cushman, and Yvonne LaChappa.

## II. Approval of Agenda

**Motion** by Mandy to approve the agenda. Second, Danthia. Carried 4, 0, 0.

## III. Public Comment – No public comment

## IV. Election of Board Officers

A. Chairperson – **Motion** by Danthia to elect Ray Welch. Second by Mandy. Carried, 4, 0, 0. Ray Accepted.

B. Vice Chairperson – **Motion** by Danthia to elect Tawnya Phoenix. Second by Mandy. Carried 4, 0, 0. Tawnya Accepted.

C. Secretary/Treasurer-**Motion** by Danthia to elect Mandy Curo Quintero. Second by Tawnya. Carried 4, 0, 0. Mandy Accepted.

## V. Selection of Day, Time, & Place of Regular Monthly Meeting

A. Board meetings shall be held on the third Monday of each month at 8:30 am unless posted otherwise. The Board will hold quarterly meetings at 4:00 pm to accommodate public/community. The meetings shall be held at 1095 Barona Rd., Lakeside CA in The Barona Community Center Meeting Room.

### 2021

August 9 (Workshop)

August 16

September 20

October 18

November 15 (4:00 PM)

December 13

### 2022

January 24

February 14

March 21 (4:00 PM)

April 18

May 16

June 20 (4:00 PM)

**Motion** by Mandy to accept the Monthly meeting schedules for 2021/2022. Second by Danthia. Carried 4, 0, 0.

## VI. Charter Organization

### A. Change to Corporate By-Laws:

Legal staff recommend the following changes be made to the Barona Indian Charter School, Inc. Bylaws:

(1) ARTICLE VII – BOARD OF DIRECTORS, Section 3, 4, 5, 6, 7, 9, 14, 18, and 19.

**Motion** by Mandy to accept the changes to Article VII. Second by Danthia. Carried 4, 0, .

(2) ARTICLE VIII – OFFICERS OF THE CORPORATION, Section 5, 8, and 12.

**Motion** by Mandy to approve the changes to Officers of the Corporation, Section 5, 8, and 12. Second by Danthia. Carried 4, 0, 0.

(3) ARTICLE VIII – INDEMNIFICATION, Section 1

**Motion** by Danthia to accept the changes to Article VIII –Section 1. Second by Mandy. Carried 4, 0, 0.

## VIII. Adjournment

**Motion** by Mandy to adjourn the Board of Directors Annual Meeting at 4:22 PM. Second by Danthia. Carried 4, 0, 0.

Respectfully submitted,

Yvonne LaChappa  
Recording Secretary to the Board of Directors



## **Barona Indian Charter School Board of Directors Regular Board Meeting Minutes June 21, 2021**

*The Phone line has been established for public to join the meeting. Public can call (877)336-1829 and enter code 9750849 #*

**I. Call to Order/Roll Call:** Ray Welch called the meeting to order at 4:22 PM.

Members in attendance: Ray Welch, Tawnya Phoenix, Mandy Curo Quintero, and Danthia Gil.

Absent: Shirley Ruis

Others in attendance: Jeff Felix, Interim Principal, Julie Cushman, Teacher on Assignment, Kathy Clenney, Legal Counsel, and Yvonne LaChappa, Recording Secretary

### **II. Approval of Agenda**

**Motion** by Danthia to approve the agenda. Second by Mandy. Carried 4, 0, 0.

### **III. Approval of Minutes - May 17, 2021 and June 14, 2021**

**Motion** by Mandy to approve minutes of May 17, 2021. Second by Danthia. Carried 4, 0, 0.

**Motion** by Danthia to approve the minutes of June 14, 2021. Second by

### **IV. Public Comment –No public comment.**

### **V. Notice**

**A.** the Board is hereby notified that the following staff members will not be returning as school employees for the 2021-2022 school year:

- Rob Roland, 3/4 grade teacher
- Jamie Barber, 2 grade teacher
- Mary Kerwin, Independent Study teacher
- Christine Ludolph, Science Teacher
- Matthew McGinn, Campus Attendant

### **VI. Action Items:**

#### **A. Presentation of the 2021-2022 Budget**

Shannon Johnston from Lakeside USD presented the next fiscal year budget to the Board. This budget features similar staffing needs with an increase in revenue due to federal and state funding due to the COVID-19 pandemic. The Board were provided with back-up documents to follow her presentation. Shannon stated that BICS has a healthy budget.

#### **B. Presentation and Approval of the Local Control Accountability Plan (LCAP)**

The LCAP is a three-year plan that describes how the school plans to support student outcomes through Goals and actions built around ten state priority areas. The LCAP will be submitted to the state along with the Annual LCAP/LCP update that was approved at the May 17, 2021 board meeting.

C. PUBLIC HEARING – The board conducted a public hearing on the 2021- proposed budget. The public has had the opportunity to inspect the proposed budget at the Charter Office, 1095 Barona Rd. Lakeside CA since June 15, 2021, and on-line at [www.baronaindiancharterschool.com](http://www.baronaindiancharterschool.com). Members of the public may comment on the proposed budget at this time.

**D. CLOSE OF PUBLIC HEARING**

E. **Approval of the 2021-22 Budget.** The budget will be filed with the San Diego County Superintendent of Schools by July 1, 2021.

**Motion** by Mandy to approve the 2021-2022 fiscal year budget. Second by Danthia. Carried 4, 0, 0.

**F. Approval of Employment** – New Hires for next school year:

- Michelle Lincoln – First grade teacher. She has taught Kindergarten and First grade and holds a B. A. in Liberal Studies from San Diego State University. (Pay Grade 1)
- Wesley Leves – third and fourth grade teacher. Wesley has been teaching in the Lakeside USD and holds a M.A. in Education. (Pay Grade 1)

**Motion** by Mandy to approve the two new teachers. Second by Danthia. Carried 4, 0, 0.

G. Approval of New Staff Position – Staff recommends the creation of a new position for employment that is funded 70% by special education funds and 30% by general funds. This position was filled in the past but staff was restructured due to COVID. This position will be responsible for providing support to students within our Special Education Department as well as assisting with recess and lunch duties.

**Motion** by Mandy to approve New Staff Position. Second by Danthia. Carried 4, 0, 0.

H. Approval of ESSER III Assurances – In response to COVID-19, the U.S. Congress passed American Rescue Plan (ARP) Act in March. This federal stimulus funding is the third act of federal relief in response to COVID-19. BICS will receive approximately \$106K.

**Motion** by Danthia to approve the ESSER III Assurances funding. Second by Mandy. Carried 4, 0, 0.

I. **Approval of Additional Cost of Equipment** – Need Board approval to amend the cost of filing cabinets to be a maximum of \$16K instead of \$15K.

**Motion** by Danthia to approve the amended cost of filing cabinets to be a maximum of \$16K. Second by Mandy. Carried 4, 0, 0.

J. **Approval of 2022 Lease**- This is an annual agreement between Barona Band of Mission Indians and BICS. The fee for the leased premises is \$66,500 per year, payable quarterly in advance. No changes were made to the current lease.

**Motion** by Danthia to approve the Lease for 2022. Second by Mandy. Carried 4, 0, 0.

K. **Approval of the Education Protection Account Resolution #06-21-01** – The Education Protection Account (EPA) provides LEA's with general purpose state aid funding. The EPA funding is a component of an LEA's entitlement as calculated in the Principal Apportionment.

**Motion** by Mandy to approve EPA Resolution #06-21-01. Second by Danthia. Carried 4, 0, 0.

**L. Approval of Declaration of Need (DON)** – All Charters are required to have a valid Declaration of Need on file with the Commission on Teacher Credentialing, in order to employ an individual on an emergency permit. This is proof that there is a need to hire a teacher who does not hold a credential.

**Motion** by Danthia to approve the Declaration of Need. Second by Mandy. Carried 4, 0, 0.

**M. Approval of the Program “Leader in Me”** – This program supports Goal# 2 in the LCAP. Schools that implement Leader in Me process over the first three years receive online, which includes numerous resources, such as digital training modules, classroom videos, lesson resources, assessment tools, best practices, etc.

**Motion** by Danthia to approve the Leader in Me Program not to exceed 24K. Second by Mandy. Carried 4, 0, 0.

**VII. Discussion Items**

**A.** Barona might not need to go through renewal this cycle due to the Governor’s proposed budget trailer bill. If the bill passes as-written, Barona’s charter term will be extended by two years.

**B.** TOSA Report – Julie Cushman (Teacher on Assignment)

Julie gave the board information on up-coming dates to remember

- Kinder Promotion
- Eighth grade Promotion
- Field Day
- Classroom changes, S.D Tutoring will now be held in the current computer lab. Kn will now occupy the tutoring center room.
- Summer School will begin on July
- Workshop for the Board will be held on August 9, 2021 at 8:30 am.

**XI. Adjournment**

No further business, the board meeting adjourned at 5:32 pm by motion of Danthia. Second by Mandy. Carried 4, 0, 0.

Respectfully submitted,

Yvonne LaChappa  
Recording Secretary to the Board of Trustees



**Barona Indian Charter School  
Board of Directors Meeting Minutes  
July 2, 2021  
Virtual Meeting Via Zoom and Telephone**



*Phone line was established for public to join the meeting. No members of the public joined.*

**I. Raymond Welch called the meeting to order at 11:00 am.**

Board members in attendance: Ray Welch, Tawnya Phoenix, Shirley Ruis, Danthia Gil, and Mandy Curo Quintero. Others joining the meeting, Dr. Jeff Felix, Kathy Clenney, Julie Cushman, and Yvonne LaChappa.

**II. Approval of Agenda**

**Motion** by Danthia to approve the agenda. Second by Mandy. Carried 5, 0, 0.

**III. Public Comment** – There was no public comment

**IV. Action Items**

**A.** Approval of Playground Asphalt Repair Project – This project will include grind, repair, and replace the playground area at the school. This project shall also include the installation of two basket poles, hoops, and painting of a basketball court. This project shall not exceed \$40K. San Diego Asphalt and Recycling Center has presented a proposal to BICS, copies for Board review.

**Motion** by Danthia to approve the Playground Repair Project not to exceed 40K. Second by Mandy. Carried 5, 0, 0.

**B.** Approval of Purchase from School Outfitters – Dr. Felix would like approval to purchase two basketball poles, backboards, and hoops from School Outfitters for a total not to exceed \$3,500.00.

**Motion** by Danthia to approve the purchase of two basketball poles, backboards, and hoops from School Outfitters not to exceed \$3,500. Second by Shirley. Carried 5, 0, 0.

**V. Adjournment**

**Motion** to adjourn the meeting at 11:07 am by Danthia. Second by Mandy. Carried 5, 0, 0.

Respectfully submitted,

Yvonne LaChappa

**BYLAWS  
OF  
BARONA INDIAN CHARTER SCHOOL, INC.**

(A California Nonprofit Public Benefit Corporation)

**ARTICLE I  
NAME**

Section 1. NAME. The name of this corporation is Barona Indian Charter School, Inc.

**ARTICLE II  
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 1095 Barona Road, Lakeside, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III  
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote the Barona Indian Charter School (“Charter School”), a California public charter school. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV  
CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates

otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

## **ARTICLE V DEDICATION OF ASSETS**

Section 1. **DEDICATION OF ASSETS.** This corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School’s Charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3). Any real properties or facilities donated by the Barona Band of Mission Indians shall be returned to the Tribe.

## **ARTICLE VI CORPORATIONS WITHOUT MEMBERS**

Section 1. **CORPORATIONS WITHOUT MEMBERS.** This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation’s Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

## **ARTICLE VII BOARD OF DIRECTORS**

Section 1. **GENERAL POWERS.** Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”). The Board may delegate the management of the corporation’s activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. **SPECIFIC POWERS.** Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

1. Appoint and remove all officers, agents, and employees;
2. Set salaries
3. Borrow money
4. Adopt and use a corporate seal

Section 3. **DIRECTORS AND TERMS.** The Board of Directors shall consist of five directors unless changed by amendment to these bylaws. Initial Directors shall be appointed by the Education Committee currently overseeing school affairs. Directors must be members of the Barona Band of Mission Indians and at least two members must be Barona Tribal Councilmembers. Beginning in 2022, all directors shall be appointed by the Barona Tribal Council. Installation of Directors shall be at the corporation's annual meeting of the Board of Directors. Each director shall hold office for a period of four years unless otherwise removed from office in accordance with these bylaws.

Section 4. **BOARD VACANCIES.** When a vacancy on the Board of Directors occurs, The Barona Tribal Council shall appoint a director to serve the remainder of the departing Board member's term. ~~Election shall be done by a majority of the Board members present. If the number of directors then in office is less than a quorum, election will be by (1) the unanimous consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or (3) a sole remaining director.~~

Section 5. **USE OF CORPORATE FUNDS TO SUPPORT NOMINEE.** If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee.

Section 6. **EVENTS CAUSING VACANCIES ON BOARD.** A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) ~~the failure of the members, at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting; and~~ (e) more than 3 unexcused absences from meetings and scheduled events.

Section 7. **RESIGNATION OF DIRECTORS.** Except as provided below, any director may resign by giving written notice to the Chairperson or Vice-Chairperson of the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective.

Section 8. **DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS.** Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 9. **REMOVAL OF DIRECTORS.** Any director may be removed, for cause, by the vote of the majority of the ~~Barona Tribal Council, members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that all Directors have been given reasonable notice of that meeting and of the removal questions.~~ Any vacancy caused by the removal of a director shall be filled as provided in Section ~~124~~.

Section 10. **PLACE OF BOARD OF DIRECTORS MEETINGS.** Meetings shall be

held on the Barona Indian Reservation. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation, to the extent that it is applicable to charter schools.

Section 11. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act (“Brown Act”) (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code), to the extent that it is applicable to charter schools.

The Board of Directors shall meet at least annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by the Board of Directors.

Section 12. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors.

Section 13. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, or a majority of the Board of Directors, by giving at least 24 hours’ notice. The party calling a special meeting shall determine the place, date, and time thereof, provided that the meeting takes place on the Barona Indian Reservation. Only those topics included in the notice may be discussed.

Section 14. QUORUM. A majority of the voting directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote based upon the presence of a quorum. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. ~~Voting directors may vote telephonically or electronically, to the extent permitted by law, provided that identity of the voting director is established using all reasonable means and methods, prior to the vote.~~

Section 15. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate via teleconference ~~to the extent permitted by law.~~ Members participating via teleconference may be considered present for voting purposes. provided that each teleconference location is open to the public, notice is posted at each teleconference location, voting is done via roll call and a quorum of the Board is present on the Barona Indian Reservation. Directors may vote telephonically or electronically, provided that identity of the voting director is established using all reasonable means and methods, prior to the vote. ~~Members participating via teleconference may be considered present for voting purposes.~~

Section 16. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place

Section 17. COMPENSATION AND REIMBURSEMENT. Directors may receive such compensation, if any, for their services as directors or officers, and such reimbursement of expenses, as the Board of Directors may establish by motion or resolution to be just and reasonable as to the

corporation at the time that the motion or resolution is adopted.

Section 18. **CREATION OF POWERS OF COMMITTEES.** The Board, may create one or more committees, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- (a) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- (b) Fill vacancies on the Board of Directors or any committee of the Board;
- (c) Fix compensation of the directors for serving on the Board of Directors or on any committee;
- (d) Amend or repeal bylaws or adopt new bylaws;
- (e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- (f) Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- (g) Expend corporate funds to support a nominee for director; or
- (h) Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

Section 19. **MEETINGS AND ACTION OF COMMITTEES.** Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 20. **NON-LIABILITY OF DIRECTORS.** No Director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 21. **COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.** The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

## ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a Chairman, a Vice-Chairman and a Secretary/Treasurer. The corporation, at the Board's direction, may also have one or more assistants to each officer, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that the Secretary/Treasurer may not serve concurrently as the Chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, ~~subject to the rights of any officer under any employment contract.~~

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, or another officer, to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. The Board of Directors may remove any officer for cause.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. The Chairman of the Board of Directors shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. The Chairman of the Board of Directors shall also be the chief executive officer. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, the Chairman shall supervise, direct, and control the corporation's activities, affairs, officers and employees as fully described in any applicable employment contract, agreement, or job specification. The Chairman shall preside at all members meetings and at all Board of Directors' meetings. The Chairman shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 9. VICE-CHAIRMAN. There shall be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of members, of the Board, and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 12. TREASURER. The Secretary may also function as the Treasurer, ~~as~~ determined by the Board. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to the members and directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (ii) disburse, or cause to be disbursed, the corporation's funds as the Board of Directors may order; (iii) render to the Chairman of the Board and the Board, when requested, an account of all transactions and of the financial condition of the corporation; and (iv) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

## **ARTICLE IX CONFLICT OF INTEREST**

The Board of Directors shall adopt and comply with a Conflict of Interest Code, which must be reviewed and amended, as needed or required by law.

## **ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES**

The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in these bylaws and the



Barona Indian Charter School Conflict of Interest Code have been fulfilled.

## **ARTICLE XI LOANS TO DIRECTORS AND OFFICERS**

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** This corporation shall not lend any money or property to, or guarantee the obligation of, any director; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

## **ARTICLE XII INDEMNIFICATION**

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that section by reason of the fact that the person is or was a person described in that section. “Expenses,” as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

## **ARTICLE XIII INSURANCE**

Section 1. **INSURANCE.** This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer’s, director’s, employee’s, or agent’s status as such.

## **ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS**

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** This corporation shall keep:

- (a) Adequate and correct books and records of account;
- (b) Written minutes of the proceedings of its members, Board, and committees of the Board; and

- (c) Such reports and records as required by law.

## **ARTICLE XV INSPECTION RIGHTS**

Section 1. **DIRECTORS' RIGHT TO INSPECT.** Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date.

## **ARTICLE XVI REQUIRED REPORTS**

Section 1. **ANNUAL REPORTS.** The Board of Directors shall review and approve an annual financial report on or before December 15 of each year. That report shall contain the following information, in appropriate detail:

- (a) The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- (d) The corporation's expenses or disbursement for both general and restricted purposes;
- (e) Any information required under these bylaws; and
- (f) An independent accountant's report.

Section 2. **ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS.** As part of the annual report the corporation shall include a statement of any transaction or indemnification of the following kind:

- (a) Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than

\$50,000. For this purpose, an “interested person” is either:

- (1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
- (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

**ARTICLE XVII  
BYLAW AMENDMENTS**

The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held and noticed at which a quorum is present, except that no amendment shall change any provisions of the Charter that created the Barona Charter School or make any provisions of these Bylaws inconsistent with that Charter, the corporation’s Articles of Incorporation, or any applicable laws.

**ARTICLE XVIII  
FISCAL YEAR**

The fiscal year of the Corporation shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of the Barona Indian Charter School, Inc, a California nonprofit public benefit corporation; that these bylaws, consisting of 10 pages, are the bylaws of this corporation as adopted by the Board of Directors on \_\_\_\_\_; and that these bylaws have not been amended or modified since that date.

Executed on \_\_\_\_\_ at Lakeside, California.

\_\_\_\_\_  
Board Secretary



## Health Code of Conduct

Due to the ongoing COVID-19 pandemic, BICS has taken several extraordinary precautions to minimize health risks during the 2021–2022 school year. If you choose to attend in-person or enter the school grounds, students, parents, and staff agree to follow these health standards:

- **Do not attend or enter school grounds if you feel sick.**
- **If offered, take the health screening survey prior to entering the campus.**
- **Use provided PPE and hand sanitization stations.**
- **Follow social distancing guidelines and traffic flow signs.**
- **Always wear a mask inside any building or classroom.**
- **Wash your hands frequently.**
- **Be considerate and kind.**

Each person attending or entering the campus will be asked to agree to and abide by this Health Code of Conduct. Anyone choosing not to observe these terms is encouraged to participate in an independent study program.

July 23, 2021

Dr. Paul Gothold, County Superintendent  
San Diego County Office of Education

## Possible Consequences Associated with Failing or Refusing to Implement Required CDPH Face Covering Guidance

Despite the fact that the California Department of Public Health's (CDPH) requirements for schools explicitly states that "all K-12 students are required to mask indoors" and that "schools must develop and implement local protocols to enforce the mask requirements" there is a growing belief that schools have the discretion to make mask usage optional in indoor settings. Failing or refusing to follow the state's requirement on masking may involve significant risks and expose districts to liability.

We have been advised of the following risks and liabilities a district or school may find itself exposed to should it fail to or refuse to follow state and local face covering requirements:

- The San Diego County Risk Management Joint Powers Authority has stated that failing or refusing to implement and enforce state guidance could result in a loss of coverage for liability claims related to COVID-19.
- SDCOE's legal services department warns that willfully refusing to implement mandated COVID-19 prevention measures could negate the immunity that may be granted to a public entity, and increase liability for damages.
- Cal/OSHA has provided that local educational agencies that fail to or refuse to enact requirements issued by the CDPH can also be cited for violations related to employee safety.
- The current San Diego County public health order states: "*Pursuant to Health and Safety Code section 120175.5 (b), all governmental entities in the county shall continue to take necessary measures within the governmental entity's control to ensure compliance with State and local laws, regulations, and orders related to the control of COVID-19.*" Therefore, school leaders should be mindful of the provisions outlined in Health and Safety Code Section 120295, which provides that anyone who fails to comply with local health orders may be subject to a misdemeanor, fines, and/or imprisonment.

School leaders should consult with their legal counsel before considering any departure from state or local requirements.

### **The K-12 school guidance does not apply to school board meetings**

- Board meetings are considered to be an indoor public setting
- People who are not fully vaccinated are required to wear masks

# Barona Indian Charter School

## 2021-2022 Certificated Employees Salary Schedule

Effective July 1, 2021

	<u>CLASS A</u>	<u>CLASS B</u>	<u>CLASS C</u>	<u>CLASS D</u>	<u>CLASS E</u>	<u>CLASS F</u>
<u>STEP</u>	<u>BA DEGREE</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	49,706	49,706	49,706	49,706	49,706	53,150
2	49,706	49,706	49,706	52,430	55,063	56,594
3	49,706	49,706	51,455	54,418	57,356	59,571
4	49,706	49,706	53,581	56,665	59,746	62,707
5	49,706	52,504	55,707	58,912	62,116	65,320
6	49,706	54,504	57,834	61,157	64,482	67,816
7		56,507	59,956	63,401	66,854	70,303
8		58,512	62,081	65,651	69,223	72,792
9			64,204	67,898	71,592	75,284
10			66,326	70,145	73,960	77,774
11			68,647	72,391	76,327	80,263
12			71,049	74,639	78,695	82,754
13				77,251	81,067	85,246
14				79,954	83,435	87,740
15				82,752	85,804	90,230
16					88,174	92,719
17					90,538	95,213
18					93,073	97,702
19					95,276	100,196
20					97,943	102,682
21					99,902	104,736
22					101,900	106,830
23					103,938	108,967
24					106,017	111,146
25					108,137	113,369

1. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.
2. The following employees will be paid from the Certificated Salary Schedule plus 5%:
  - (a) Nurse
  - (b) School Counselor
  - (c) Speech Language Pathologist
3. The following employees will be paid from the Certificated Salary Schedule plus 7%:
  - (a) Psychologists
  - (b) Doctorate
4. An additional stipend of \$5,150 annually will be paid to Teaching Assistant Principals or SPED Directors.
5. Steps do not necessarily correspond to years of service.

**Governing Board Approved on**

**Barona Indian Charter School**  
**2021-2022 Classified Employees Salary Schedule**  
 Effective July 1, 2021

RANGE	Step 1			Step 2			Step 3		
	MONTH	HOUR	ANNUAL	MONTH	HOUR	ANNUAL	MONTH	HOUR	ANNUAL
1	2,436	14.05	29,229	2,529	14.59	30,343	2,662	15.36	31,946
2	2,482	14.32	29,780	2,590	14.94	31,077	2,721	15.70	32,656
3	2,591	14.95	31,090	2,702	15.59	32,424	2,832	16.34	33,978
4	2,662	15.36	31,946	2,768	15.97	33,219	2,881	16.62	34,566
5	2,768	15.97	33,219	2,881	16.62	34,566	3,021	17.43	36,255
6	2,832	16.34	33,978	2,949	17.01	35,386	3,081	17.78	36,977
7	2,881	16.62	34,566	3,021	17.43	36,255	3,148	18.16	37,773
8	2,949	17.01	35,386	3,081	17.78	36,977	3,225	18.61	38,703
9	3,081	17.78	36,977	3,225	18.61	38,703	3,360	19.38	40,319
10	3,148	18.16	37,773	3,288	18.97	39,450	3,444	19.87	41,322
11	3,225	18.61	38,703	3,360	19.38	40,319	3,505	20.22	42,057
12	3,288	18.97	39,450	3,444	19.87	41,322	3,588	20.70	43,060
13	3,444	19.87	41,322	3,588	20.70	43,060	3,758	21.68	45,092
14	3,505	20.22	42,057	3,670	21.17	44,040	3,839	22.15	46,071
15	3,588	20.70	43,060	3,758	21.68	45,092	3,925	22.64	47,100
16	3,670	21.17	44,040	3,839	22.15	46,071	4,007	23.11	48,079
17	3,839	22.15	46,071	4,007	23.11	48,079	4,195	24.20	50,343
18	3,925	22.64	47,100	4,107	23.69	49,278	4,301	24.82	51,616
19	4,014	23.16	48,164	4,214	24.31	50,563	4,412	25.45	52,938
20	4,113	23.73	49,352	4,315	24.89	51,775	4,520	26.07	54,235
21	4,224	24.37	50,686	4,417	25.48	52,999	4,628	26.70	55,533
22	4,315	24.89	51,775	4,520	26.07	54,235	4,745	27.38	56,940
23	4,417	25.48	52,999	4,628	26.70	55,533	4,851	27.99	58,213
24	4,593	26.50	55,119	4,813	27.77	57,754	5,045	29.11	60,542
25	4,777	27.56	57,324	5,005	28.88	60,064	5,247	30.27	62,963
26	4,968	28.66	59,617	5,206	30.03	62,467	5,457	31.48	65,482
27	5,167	29.81	62,001	5,414	31.24	64,966	5,675	32.74	68,101
28	5,580	32.19	66,961	5,847	33.73	70,163	6,129	35.36	73,549
29	6,027	34.77	72,318	6,315	36.43	75,776	6,619	38.19	79,433
30	6,509	37.55	78,104	6,820	39.35	81,838	7,149	41.25	85,788

**STEP INCREASES:**

All employees shall progress one step annually on July 1st.

**HOURLY RATES:**

Are determined by dividing the annual salary by 2,080.

**DAILY RATES:**

Are determined by dividing the monthly salary by 21.67.

BARONA INDIAN CHARTER SCHOOL  
Certificated Salary Schedule  
Fiscal Year 2019-2020

Plan 15

Step	Grade 001	10thly	Grade 002	10thly	Grade 003	10thly
1	49,646.00	4,964.60	51,853.00	5,185.30	71,429.00	7,142.90

3% increase effective 08/01/19

Board Approved: June 24, 2019

Grade 003 Board Approved February 5, 2020



**BARONA INDIAN CHARTER SCHOOL**  
**Administrator Salary Schedule**  
**Fiscal Year 2019-2020**

Plan 16

<b>Step</b>	<b>Grade 001</b>	<b>Grade 002</b>
1	82,400.00	98,880.00

3% Increase effective 08/01/19

Board Approved: June 24, 2019

Barona Indian Charter School  
Classified Hourly Salary Schedule  
Fiscal Year 2019-2020

Plan 17

Step	Grade 001	Grade 002	Grade 003	Grade 004	Grade005
1	13.32	14.94	16.53	18.41	20.12

3% salary increase effective 08/01/2019

	Gr/Step	
<b>Instructional Asst</b>	1-1	\$13.32
<b>Campus Attendant</b>	2-1	\$14.94
<b>Special Ed Asst</b>	3-1	\$16.53
<b>Instructional Asst II</b>	4-1	\$18.41
<b>School Clerk</b>	5-1	\$20.12

Board Approved: June 24, 2019

BARONA INDIAN CHARTER SCHOOL  
Classified Monthly Salary Schedule  
Fiscal Year 2019-2020

Grade 001

Plan 019

<b>CHARTER SCHOOL ADMINISTRATIVE ASSISTANT</b>		
<b>Step</b>	<b>Annual</b>	<b>Monthly</b>
<b>1</b>	43,666.00	3,638.83
<b>2</b>	66,744.00	5,562.00

3% increase effective 08/01/19

Board Approved: June 24, 2019

LEA: Barona Indian Charter School

Nonpublic: Specialized Therapy Services

**2021-2022**  
**Nonpublic**  
**Master Contract**  
  
**Main Document**

**San Diego County Nonpublic Master Contract  
Main Document**

**2021-2022**

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## San Diego County Nonpublic Master Contract Main Document

**2021-2022**

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**San Diego County Nonpublic Master Contract  
Main Document**

**2021-2022**

**NONPUBLIC  
MASTER CONTRACT**

This Master Contract is made and entered into

this 6th day of July, 2021 between the

Barona Indian Charter School, County of San Diego,  
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Specialized Therapy Services  
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

# San Diego County Nonpublic Master Contract Main Document

**2021-2022**

## SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

### 1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and the CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and the CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

### 1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

### 1.3 MODIFICATIONS AND AMENDMENTS

The LEA and the CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of the CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

### 1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and the CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.



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### 1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

### 1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1<sup>st</sup>), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from 08/01, 20 21 to 07/31, 20 22.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

### 1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

#### a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

#### b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

#### c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities,

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including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection EC 56521.2 (a5) (i)

- (6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

- (1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.
- (2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
- (3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
- (4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.
- (5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

### 1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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**SECTION 2: ADMINISTRATION OF CONTRACT**

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall  
be addressed to:

Jeffrey Felix, Interim Principal  
Name/Title

Barona Indian Charter School  
Local Education Agency

1095 Barona Rd  
Address

<u>Lakeside</u>	<u>CA</u>	<u>92040</u>
City	State	Zip

( 619 ) 443-0948  
Phone

(       )  
Facsimile

jcushman@mybics.org  
Email Address

Notices to the CONTRACTOR shall  
be addressed to:

Steven Oas, Director  
Name/Title

Specialized Therapy Services  
Nonpublic

4204A Adams Ave  
Address

<u>San Diego</u>	<u>CA</u>	<u>92116</u>
City	State	Zip

( 619 ) 431-5049  
Phone

(       )  
Facsimile

steve@theoascenter.com  
Email Address

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### 2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

### 2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

### 2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

### 2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA), the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

### 2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

### 2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

### 2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

### 2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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### 2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

### 2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

### 2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

### 2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

### 2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

### 2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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### 2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

#### a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

#### b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

### 2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The student's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, the CONTRACTOR's staff, and LEA's staff.

The LEA shall oversee and evaluate the pupil's progress through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the CONTRACTOR or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the CONTRACTOR shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met with the CONTRACTOR, whether changes to the pupil's IEP are necessary, and whether the pupil may be



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transitioned to a less restrictive setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance may be appropriate to support transition to a public school program.

### 2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

### 2.19 TRANSITION TO A LEAST RESTRICTIVE ENVIRONMENT

The CONTRACTOR & the LEA shall support least restrictive environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

The CONTRACTOR & the LEA shall address LRE placement options for students at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

### 2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

### 2.21 ASSESSMENTS

#### a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

### 2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that the CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area (SELPA), or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.



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### 2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

### 2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

## **SECTION 3: PERSONNEL**

### 3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to students with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

### 3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

### 3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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### 3.4 REQUIREMENT TO REPORT

#### a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

#### b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

#### c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

The CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

## SECTION 4: FISCAL

### 4.1 BILLING AND PAYMENT

#### a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

#### b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

#### c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A

## San Diego County Nonpublic Master Contract Main Document

**2021-2022**

for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If the CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for ninety (90) days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for ninety (90) days during which time the contract shall be consummated", however this group has agreed to one hundred eighty (180) days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the LEA/SELPA for reimbursement submissions to Medi-Cal. The CONTRACTOR will not submit any claims in the LEA Billing Option program and the LEA has the right to submit claims for reimbursement.

#### 4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within five (5) days; or (D) the CONTRACTOR fails to notify the LEA within five (5) days after the 10<sup>th</sup> consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify the CONTRACTOR in writing within ten (10) working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant

## San Diego County Nonpublic Master Contract Main Document

**2021-2022**

to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen (14) days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Appendix A: Section 4.1 (Rate Schedule for Contract Year), Appendix B: Section 5.1 (Rate Schedule for Contract Year) of this contract. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until the CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

### 4.3 INSPECTION AND AUDIT

#### a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to students with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

#### b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

#### c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

#### d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

#### e. Reasons for Unannounced Visits

LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a student, or a substantial concern regarding the implementation of the IEP.

San Diego County Nonpublic Master Contract  
Main Document

2021-2022

**SECTION 5: SIGNATURES**

This Nonpublic Master Contract 2021-2022, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on 08/01/2021 and terminates at 5:00 p.m. on 07/31/2022 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic School Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: 07/06/2021

Steven Oas, Director  
(Type) Name and Title

**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

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

Jeffrey Felix, Interim Principal  
(Type) Name and Title

LEA Board Approval

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

# San Diego Asphalt and Recycling Center

12512 Highway 67  
Lakeside, CA 92040  
(619) 390-7323 (619) 390-7328 FAX

## Proposal

Date	Proposal #
6/2/2021	2021-65703

Name / Address		Job Location		
Barona Band of Mission Indians 1932 Wildcat Canyon Rd. Lakeside, CA 92040		School Playground Same		
Project				
Barona School Playground Asphalt 2021				
P.O. No.	Rep	Referred by	Phone Number	
65703	MDJ	previous		
Description		Qty	Cost	Total
Section 1 Using Bartmill Conveying grinder or Bobcat grind, grind at a depth not to exceed 2" over 120 sf and install 2" of 1/2" AR4000 hot mix asphalt. (Approx. 2.0 tons) (Large Cracks )		120	6.00	720.00
Overlay at a depth not to exceed 1" over no more than 5910 sf using 3/8" Regular AR4000 hot mix asphalt (Approx. 32.0 tons)		5,910	1.10	6,501.00
Section 2 Using Bartmill Conveying grinder or Bobcat grind, grind at a depth not to exceed 2" over 205 sf and install 2" of 1/2" AR4000 hot mix asphalt. (Approx. 3.0 tons) (Large Cracks )		205	6.00	1,230.00
Overlay at a depth not to exceed 1" over no more than 8742 sf using 3/8" Regular AR4000 hot mix asphalt (Approx. 48.0 tons)		8,742	1.10	9,616.20
Section 3 Using Bartmill Conveying grinder or Bobcat grind, grind at a depth not to exceed 2" over 78 sf and install 2" of 1/2" AR4000 hot mix asphalt. (Approx. 1.0 tons) (Large Cracks )		78	6.00	468.00
Overlay at a depth not to exceed 1" over no more than 5331 sf using 3/8" Regular AR4000 hot mix asphalt (Approx. 29.0 tons)		5,331	1.10	5,864.10
Section 4 Using Bartmill Conveying grinder or Bobcat grind, grind at a depth not to exceed 2" over 104 sf and install 2" of 1/2" AR4000 hot mix asphalt. (Approx. 2.0 tons) (Large Cracks )		104	6.00	624.00
Overlay at a depth not to exceed 1" over no more than 3791 sf using 3/8" Regular AR4000 hot mix asphalt (Approx. 21.0 tons)		3,791	1.10	4,170.10

<b>Total</b>
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Signature

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12512 Highway 67  
Lakeside, CA 92040  
(619) 390-7323 (619) 390-7328 FAX

## Proposal

Date	Proposal #
6/2/2021	2021-65703

Name / Address		Job Location		
Barona Band of Mission Indians 1932 Wildcat Canyon Rd. Lakeside, CA 92040		School Playground Same		
Project				
Barona School Playground Asphalt 2021				
P.O. No.	Rep	Referred by	Phone Number	
65703	MDJ	previous		
Description		Qty	Cost	Total
Stripe parking lot per plans or previous layout if overlaid or slurry seal has been performed.			1,000.00	1,000.00
After approximately 60 day for curing time, the following additional work should be done			0.00	0.00
Seal coat with Western Colloids Armor Top or equivalent emulsion sealer over no more than 23744 sf. (1 coat, 1 move)		23,744	0.13	3,086.72
Restripe, per new layout (Minimum charge)			800.00	800.00
Games to be installed:				
(1) Full court basketball				
Multiple 4 square				
Multiple 2 square				
Multiple Motor D circle with 4 square				
Multiple standard hop scotch				
Multiple English hopscotch				
(2) Number Grids				
(2) Alphabet Grids				
Sprint track with 4 lanes				
Additional work discussed in job walk				
Remove concrete to a depth not to exceed 4" over no more than 25 sf (Approx. 0.33 yards). All debris to be disposed of at certified dump site. Additional charges for disposal of rebar or WWM. Form, tie #4 rebar at 24" O.C. or use Fibermesh additive and pour standard grey concrete at a depth not to exceed 4" over no more than 25 sf using 3250 psi concrete (Approx. 0.33 yards) (ADA PAD AT OFFICE BACK DOOR)		25	10.25	256.25

<b>Total</b>
--------------

Signature

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Lakeside, CA 92040  
(619) 390-7323 (619) 390-7328 FAX

## Proposal

Date	Proposal #
6/2/2021	2021-65703

Name / Address		Job Location		
Barona Band of Mission Indians 1932 Wildcat Canyon Rd. Lakeside, CA 92040		School Playground Same		
Project				
Barona School Playground Asphalt 2021				
P.O. No.	Rep	Referred by	Phone Number	
65703	MDJ	previous		
Description		Qty	Cost	Total
Remove concrete to a depth not to exceed 4" over no more than 75 sf (Approx. 1.0 yards). All debris to be disposed of at certified dump site. Additional charges for disposal of rebar or WWM. Form, tie #4 rebar at 24" O.C. or use Fibermesh additive and pour standard grey concrete at a depth not to exceed 4" over no more than 75 sf using 3250 psi concrete (Approx. 1.0 yards) SIDEWALK WITH DRAIN UNDER		75	10.25	768.75
Supply 5 foot long x 3 foot wide by 3" high metal "I-beam for under drain of walkway SIDEWALK WITH DRAIN UNDER			400.00	400.00
Remove ASPHALT to a depth not to exceed 4" over no more than 40 sf (Approx. 0.66 yards). All debris to be disposed of at certified dump site. Additional charges for disposal of rebar or WWM. Form, tie #4 rebar at 24" O.C. or use Fibermesh additive and pour standard grey concrete at a depth not to exceed 4" over no more than 40 sf using 3250 psi concrete (Approx. 0.66 yards) SIDEWALK PANEL THAT IS ASPHALT		40	10.25	410.00
Remove concrete to a depth not to exceed 4" over no more than 25 sf (Approx. 0.33 yards). All debris to be disposed of at certified dump site. Additional charges for disposal of rebar or WWM. Form, tie #4 rebar at 24" O.C. or use Fibermesh additive and pour standard grey concrete at a depth not to exceed 4" over no more than 25 sf using 3250 psi concrete (Approx. 0.33 yards) SIDEWALK TRIP AREA		25	10.25	256.25
Dig hole to proper depth to install (2) pole for basketball backboard and hoop (42" deep) and (2) poles for tether ball (24"). Pour 3250 psi concrete to fill holes level. Adjust poles for proper vertical positioning. PLEASE INSURE THAT THE POLES ARE LONG ENOUGH TO ACCOUNT FOR THE DIMENSION THAT ALSO GOES IN THE GROUND (Tetherball should be 12' and 10' once its embedded. Basketball should be 14' with 3.5' embedded in concrete)		4	500.00	2,000.00

<b>Total</b>
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Signature



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## Proposal

Date	Proposal #
6/2/2021	2021-65703

Name / Address		Job Location		
Barona Band of Mission Indians 1932 Wildcat Canyon Rd. Lakeside, CA 92040		School Playground Same		
Project				
Barona School Playground Asphalt 2021				
P.O. No.	Rep	Referred by	Phone Number	
65703	MDJ	previous		
Description		Qty	Cost	Total
Additional work discussed on 08-04-2021				
Install fence and gates per subcontractor's bid, provided, per Mr. Curo's design and request			3,600.00	3,600.00
Form, tie #4 rebar at 24" O.C. or use Fibermesh additive and pour standard grey concrete at a depth not to exceed 4" over no more than 150sf using 2500 psi concrete (Approx. 2.0 yards)		150	6.25	937.50
Install standard grey concrete mow curbs over no more than 30 lf		30	24.00	720.00
Above listed bid includes dump fees, but does not include charges for disposal of Petromat, roots, welded wire mesh or rebar. These items are taken by certain landfills but additional charges are incurred.				0.00
This bid does not include rock handling, rock blasting, dewatering, handling or disposal of landscape materials or roots, existing irrigation systems in work area, any utilities not at a proper depth, staking, engineering, traffic control, plans, permits, meters, or inspections. We cannot be held responsible for damage to stucco that has been installed on top of concrete or asphalt being demo. All efforts will be made to not damage, but if stucco is installed directly on surfacing material chances are good that it will come off during demo. Not responsible for sinking asphalt if San Diego Asphalt did not perform the subgrade compaction or installation of base materials.				0.00
Cracks are cracking for a reason. Seismic, weight, roots, asphalt installed on a hill or poor base material installation are some of the most common reasons for cracking. Installing a crack filler may alleviate the initial potential for continued damage of water undercutting, however, this is not a permanent repair and crack filling cannot be guaranteed not to re-crack or sink.				0.00

<b>Total</b>
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Signature

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12512 Highway 67  
Lakeside, CA 92040  
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## Proposal

Date	Proposal #
6/2/2021	2021-65703

Name / Address		Job Location		
Barona Band of Mission Indians 1932 Wildcat Canyon Rd. Lakeside, CA 92040		School Playground Same		
Project				
Barona School Playground Asphalt 2021				
P.O. No.	Rep	Referred by	Phone Number	
65703	MDJ	previous		
Description		Qty	Cost	Total
<p>Please note, our payment terms are payment in full upon completion of each phase. Our Accounting Department will get in touch with your Accounting Dept. to ensure any different terms are agreed upon in advance. Should we receive a check from any client that is returned, the maker will be responsible for TWICE the amount of the check and any legal fees and bank charges incurred by San Diego Asphalt. Due to the extra charges that we incur when accepting credit cards, we must add 0.05% (Five percent) for any invoices paid by this method. If for any reason we will not be getting Payment on Completion, our policy is to get a Joint Check Agreement from your company. This is for the materials that we are purchasing. For your protection this agreement states that when it is time to issue our check we will supply you with the quantity owed to the supplier of materials used. We prefer a separate check cut joint to us and the supplier and the remainder cut to us. This insures you that the materials are paid directly and no Mechanics Liens will be filed on your property due to non-payment of materials.</p> <p>We do offer a two and a half percent (0.025%) discount of total proposal for deposits of 50% prior to start, except for minimum charge jobs. Interest of 0.05% (Five Percent) per week accruing will be charged to all invoices that are 5 days late. Interest will compound weekly until bill is paid in full, unless arrangements have been made prior to start of work.</p>				0.00

Seal will not adhere to gas or oil.  
Power steering turns from stationary vehicles will tear the seal & new asphalt  
This estimate is valid for only 30 days  
Work requiring "Plant Operation" is to be performed Monday thru Friday excluding  
Holidays  
Our bid is based on Payment on Completion. For Payments that take longer, there  
are additional charges of 5% every 15 days, unless otherwise stipulated.

**Total**

\$43,428.87

Signature \_\_\_\_\_

August 9, 2021

Invoice No. 2

# INVOICE

Whitney Woodard

DESCRIPTION OF WORK	QTY/HRS		
Job	Date	Hours	
FALL 2	2/8/21	3	
FALL 2/SIS	2/9/21	4	
CALPADS meeting	3/10/21	3	
SPED	3/22/21	2	
SPED	3/23/21	3	
CALPADS meeting	3/26/21	3	
SPED	4/2/21	2	
SPED	4/5/21	2	
Reports	4/13/21	2	
SPED erros	4/27/21	2	
CALPADS meeting	5/7/21	3	
EOY	6/27/21	3	
fixing Illuminate errors	6/28/21	8	
Sped/certifying	7/2/21	5	
Sped errors/meeting	07/06/21	5	
Sped errors	7/7/21	3	
EOY	7/10/21	2	
EOY	7/12/21	2	

Sped/Reports	7/15/21	4	
sped	7/20/21	3	
sped	7/23/21	2	
EOY	7/26/21	2	
EOY	7/27/21	3	

<b>TOTAL HOURS</b>		<b>71</b>	
Consultant is paid \$50.00 per hour for work on CALPADS.			
\$50.00 X 71 hours = <b>\$3550 TOTAL</b>			
Approved by Jeffrey Felix, Interim Principal			
_____	_____		
_____	_____		
_____	_____		

<p><u>Name and Address</u>                  Whitney Woodard                   3125 Plum Tree Lane                  Escondido Ca, 92027</p>	<p>APPROVED BY</p> <p>_____</p> <p>NAME</p> <p>_____ FOR</p> <p>_____</p>
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### Homeless Education Policy

*The McKinney-Vento Homeless Act, 42 USC § 11431-11435 (hereinafter MVHA), was passed by Congress to ensure that each homeless student has equal access to the same free, appropriate public education as other students. While many federal laws are tied to a specific local education agency's (LEA) receipt of federal funds, the MVHA requires the state to ensure that all LEAs in California have certain policies in place in accordance with the MVHA, without regard to whether the LEA receives these funds. The California Department of Education monitors compliance with these rules through the CALPADS data collection. Thus, all charter schools should adopt a homeless student education policy, regardless of whether you receive MVHA funds. This policy is drafted for schools that do not receive the MVHA funds. Use policy 16B if your school receives MVHA funds.*

*The Education Code also addresses homeless youth. This policy is drafted to comply with these laws as well.*

The Governing Board of Barona Indian Charter School (the "Charter School") desires to ensure that homeless students are provided equal access to the same free, appropriate public education provided to other children and youth. Homeless students will be given access to the education and other services that such students need to ensure that they have an opportunity to meet the same challenging State student academic achievement standards to which all students are held. Homeless students will not be stigmatized or segregated in a separate school or program based on the student's status as homeless.

#### **I. Definitions**

*42 USC 11434a provides a list of definitions for use in the interpretation of the MVHA. This section reflects those definitions. If your school has other specific definitions that might be relevant to this policy, insert those here.*

- ***Homeless children and youths*** means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youths:
  - Who are sharing the housing of other persons due to loss of housing, economic hardship or a similar reason; are living in motels, hotels, trailer parks (not including mobile home parks), or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
  - Who have a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human

beings;

- Who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
  - Who are migratory children who qualify as homeless for purposes of this part because the children are living in circumstances described above.
- ***Unaccompanied youth*** includes a youth not in the physical custody of a parent or guardian.
- ***The Charter School is the school of origin*** when the student attended the Charter School when permanently housed or was last admitted when the student became homeless. The Charter School will not be considered the school of origin when it is contrary to the wishes of a student's parent(s) or guardian(s), or is not in the best interest of the student.
- In determining the best interest of the child or youth, the School shall:
- Presume that keeping the child or youth in the school of origin is in the best interest of the child or youth, unless it is contrary to the request of the child's or youth's parent or guardian, or unaccompanied youth;
  - Consider student-centered factors related to the child's or youth's best interest, including factors related to the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or unaccompanied youth;
  - If, after conducting the best interest determination based on consideration of the presumption identified above and the student-centered factors identified above, the School determines that it is not in the child's or youth's best interest to attend the School, the School shall provide the child's or youth's parent or guardian or the unaccompanied youth with a written explanation of the reasons for its determination, in a manner and form understandable to such parent, guardian, or unaccompanied youth, including information regarding the right to appeal; and
  - In the case of an unaccompanied youth, ensure that the School liaison assists in placement or admission decisions, gives priority to the views of such unaccompanied youth and provides notice to such youth of the right to appeal.

A child or youth or unaccompanied youth shall be considered homeless for as long as he/she is in a living situation described above.

## II. Homeless Liaison

Pursuant to MVHA, schools are required to designate an appropriate staff person, who may also be a coordinator for other Federal programs, as a liaison for homeless students, to carry out the duties articulated in the MVHA. The duties identified in this section are required by statute. If you want to add additional duties to the liaison's list, include those here.

The School's homeless liaison is Jeffrey Felix. The School's homeless liaison is required to do all of the following:

- Ensure that homeless children and youths are identified by school personnel through outreach and coordination activities with other entities and agencies;
- Ensure that homeless children and youth are admitted to, and have a full and equal opportunity to succeed in the School;
- Ensure that homeless children and youths have access to and receive educational services for which such families, children, and youth are eligible, including Head Start programs (including Early Head Start Programs) and early intervention services under part C of the Individuals with Disabilities Education Act and other preschool programs administered by the School, and referrals to health care services, dental services, mental health and substance abuse services, housing services and other appropriate services;
- Ensure that the parents or guardians of homeless children and youths are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
- Ensure that admission disputes are mediated in accordance with the dispute resolution process outlined below;
- Ensure that public notice of the educational rights of homeless children and youths is disseminated in locations frequented by parents or guardians, including schools, shelters, public libraries and soup kitchens, in a manner and form understandable to the parents and guardians of homeless children and youths, and unaccompanied youths;
- Ensure that the parent or guardian of a homeless student, and any unaccompanied youth, is fully informed of all transportation services, including transportation to the school of origin and is assisted in accessing transportation to the school;
- Ensure that school personnel providing services participate in professional development and other technical support as determined appropriate by the State Coordinator;
- Ensure that unaccompanied youths 1) are admitted to school; 2) have opportunities to

meet the same challenging State academic standards as the State establishes for other children and youth, including implementation of procedures to identify and remove barriers that prevent youths from receiving appropriate credit for full or partial coursework satisfactorily completed while attending a prior school; and 3) are informed of their status as independent students and that the youths may obtain assistance from the liaison to receive verification of such status for purposes of the Free Application for Federal Student Aid.

### **III. Admission**

There are often barriers to admission of homeless students due to lack of immunization and medical records, proof of residency, missing birth certificates, school records or other documentation, guardianship issues and uniform or dress code requirements. For schools receiving MVHA funds, there are requirements that the school immediately admit students even if certain documentation is missing or if the student has missed application or admission deadlines during any period of homelessness. For schools that do not receive MVHA funds, these requirements do not apply. It is recommended, however, that the school provide homeless students and youth with the same flexibility when admitting them so that they are able to access your school's program.

All homeless students are required to follow the school's process for admitting students, including filling out and submitting the school's admission packet on time. As with all students, admission depends upon availability. In the event of an oversubscription in a grade, homeless students will participate in the lottery as with any other student. As used in this policy, admission means attending classes and participating fully in school activities.

If the homeless student seeking admission is unable to produce records normally required for admission, such as previous academic records, medical records, proof of residency or other documentation, this will not serve as a basis for non-admission. Provided that the admission process has been followed in all other respects, a homeless student will be admitted in the School despite the missing paper work. Additionally, the homeless student shall not be denied admission even if the student has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended. Upon admission, the School will contact the school last attended by the students to obtain relevant academic and other records.

If the student needs to obtain immunizations, or immunization or medical records, the School will immediately refer the parent or guardian of the student, or the unaccompanied youth, to the Homeless Liaison, who shall assist in obtaining necessary immunizations, or immunization or medical records.

A homeless student shall be allowed to continue his or her education in the school of origin through the duration of homelessness. If the homeless student's status changes before the end of



the academic year so that the student is no longer homeless, either of the following apply: 1) If the homeless student is in high school, the School (if it the school of origin) shall allow the formerly homeless student to continue that student's education in the School through graduation; 2) If the homeless student is in kindergarten or any of grades 1 to 8, inclusive the School (if it is the school of origin) shall allow the formerly homeless student to continue that student's education in the School through the duration of the academic school year.

### ***Admission Disputes and the Dispute Resolution Process***

The MVHA, 42 USC § 11432(g)(1)(C), requires that there be a dispute resolution process articulated by the state, and adopted by the school (42 USC § 11432(g)(3)(E)(iii)). The California Department of Education (CDE) provides five components for resolving disputes over the admission of homeless students. A link to the website with those components is provided. <http://www.cde.ca.gov/sp/hs/cy/disputeres.asp>. In short, these include: 1) immediately admitting the student in the school; 2) referring the student, parent/guardian to the Homeless Liaison to carry out the dispute resolution process; 3) provide a written explanation of the school's decision. The written explanation shall be complete, as brief as possible, simply stated, and provided in a language the parent, guardian or unaccompanied youth can understand; 4) if the dispute remains unresolved or is appealed, the school should forward the documentation to the county office of education's (COE) homeless liaison. That homeless liaison will resolve the admissions dispute within five (5) working days of receipt of the materials. The COE homeless liaison will notify the school and parent/guardian/unaccompanied youth of the decision; 5) if the dispute remains unresolved or is appealed, the COE homeless liaison will forward all written documentation and related paperwork to the State Homeless Coordinator. Upon review, the CDE will notify the parents/guardians/unaccompanied youth of the admission decision within 10 working days of receipt.

If a dispute arises over admission in the Charter School of a homeless student, the student will be immediately admitted to the Charter School in which admission is sought, pending resolution of the dispute. "Admission" means attending classes and participating fully in school activities.

The Charter School will refer the student and/or his/her parents or guardians to the Homeless Liaison, who will carry out the dispute resolution in accordance with the process set forth below, as expeditiously as possible after receiving notice of the dispute. In the case of an unaccompanied youth, the Homeless Liaison will ensure that the youth is immediately admitted in school pending resolution of the dispute.

Parents, guardians and unaccompanied youth may provide written or oral documentation to support their positions about admission and may seek assistance of social services, advocates, and/or service providers in the dispute process.

The Charter School will provide the parent or guardian of the student with a written explanation of the Charter School's decision regarding admission, including the rights of the parent, guardian

or unaccompanied youth's appeal the decision. The written explanation will be complete, as brief as possible, simply stated and provided in a language that the parent, guardian or unaccompanied youth can understand.

If the dispute remains unresolved at the Charter School level or is appealed, then the Charter School Homeless Liaison will forward all written documentation and related paperwork to the homeless liaison at the county office of education (COE). The COE's homeless liaison will review these materials and determine the school selection or admission decision within five (5) working days of receipt of the materials. The COE homeless liaison will notify the Charter School and parent/guardian/unaccompanied youth of the decision.

If the dispute remains unresolved at the COE level or is appealed to the State, then the COE homeless liaison will forward all written documentation and related paperwork to the State Homeless Coordinator. Upon review, the CDE will notify the parent/guardian/unaccompanied youth of the decision relating admission in the Charter School within ten working days of receipt of the materials.

#### IV. Transportation

The MVHA requires that states ensure that local educational agencies adopt policies and practices to ensure that transportation is provided, at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin. This directive does not appear to be tied to the receipt of funds under MVHA, or whether the school provides transportation to other students. The following transportation policy is drafted in accordance with MVHA.

The Charter School will provide or arrange for transportation of a homeless student, at the request of the parent, guardian or Homeless Liaison, to the Charter School when the Charter School is the school of origin. If the student begins living in an area served by another local educational agency while continuing his/her education at the Charter School, the Charter School will contact that local educational agency to agree upon a method to apportion the responsibility and costs for providing the student with transportation to and from the Charter School.

#### V. Comparable Education Services

The MVHA provides a list of comparable services that the students must have access to if offered to other students.

Each homeless student will be provided access to services comparable to services offered to other students in the Charter School, including but not limited to the following:

- Educational services for which the homeless student meets federal, state and local program eligibility criteria

- Programs for gifted and talented students
- School nutrition programs

## VI. Coursework and Graduation Requirements

*The following sections are required by the Education Code.*

The School shall accept coursework satisfactorily completed by a homeless student while attending another public school, a juvenile courts school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school even if the pupil did not complete the entire course and shall issue that homeless student full or partial credit for the coursework completed.

The credits accepted shall be applied to the same or equivalent course, if applicable, as the coursework completed in the prior school.

The School shall not require a homeless student to retake a course if the student has satisfactorily completed the entire course in a prior school. If the student did not complete the entire course, the School shall not require the pupil to retake the portion of the course the student completed unless the School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be admitted in the same or equivalent course, if applicable, so the student may continue and complete the entire course.

Adopted:

Amended:

**General comments regarding this sample policy:** *This sample policy is intended to provide a starting point for schools offering independent study to prepare a set of policies required by Education Code section 51747. This statute requires that boards adopt independent study policies containing specified elements as one of many conditions that must be met to generate funded average daily attendance for independent study. As such, adopting policies with all the legally-manded elements is important from a compliance perspective. This sample policy is designed to address “regular” independent study and not a newer form of “course-based” independent study (CSDC generally does not recommend that charter schools employ the course-based form). By law, the required board-adopted independent study policies must include a growing list of specific elements, including several new ones added by Assembly Bill 130, the 2021 education budget omnibus “trailer” bill.*

*The amendments to independent study law contained in Assembly Bill 130 strike many as unclear, yet they are high stakes. CSDC has drafted this amended policy based on its understanding of the law and others may disagree with our interpretation of these poorly drafted laws. Amendments to this sample policy related to Assembly Bill 130 are shown in red, “track changes” format below.*

*Given the high stakes associated with these policies, CSDC suggests that all charter schools adapting and adopting them should confer with their external auditor, ideally prior to the commencement of independent study. CSDC also anticipates that there may be additional amendments to clarify and clean-up these laws in the near future. We plan to update these policies as needed and will update the version number in the file name accordingly.*

*CSDC suggests that all charter school governing boards amending or adopting their school’s independent study policies should document their review, deliberation, and adoption in their governing board minutes and have ready both the policies and the board minutes documenting their adoption available to their independent auditor who will be required to confirm them as part of the school’s annual independent audit. Failing to do so can lead to a finding of non-compliance and substantial, if not catastrophic, financial penalties for the school.*

*This sample policy is intended to address those elements of independent study law that require a board-adopted policy. Independent study law contains many other requirements that, for the sake of brevity and practical reasons, purposefully are not addressed in this policy and arguably are better addressed via administrative actions and other practices.*

*We suggest deleting this text box and other explanatory text boxes and notes below before finalizing the policy for adoption.*

## INDEPENDENT STUDY BOARD POLICIES

These policies apply to all pupils participating in independent study at the **Barona Indian Charter School** (the “School”).

Each student’s independent study shall be coordinated, evaluated, and carried out under the general supervision of an assigned certificated employee or employees.

For students in all programs of independent study, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be as follows:

- For pupils in kindergarten and grades one through three, **10 days**
- For pupils in grades four through eight, **10 days**

When special or extenuating circumstances justify a longer time for individual students, the director or their designee may approve a period not to exceed **21 days**.

**Note:** The laws governing independent study policies require that they address the “level of satisfactory progress and the number of missed assignments that will be allowed before an evaluation is conducted to determine whether independent study is in the best interest of the student. This law leaves it up to the school to determine the specific number of assignments but requires determining “satisfactory progress” using a long list of specified variables that are included in the sample policy verbiage below. The satisfactory progress provisions in law were added by AB 130 (2021) whereas the missed assignments provisions have been a long-standing part of independent study law for decades.

***Missed Assignments and Level of Satisfactory Progress:*** When any student fails to complete 7 missed assignments during any trimester period or fails to make satisfactory progress, the school will conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study or to return to the regular school program. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained in the pupil's permanent record and treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

Satisfactory educational progress shall be based on all of the following indicators, as applicable:

- Pupil achievement and engagement, as measured by all of the following, as applicable:
  - Statewide assessments that are part of the California Assessment of Student

Performance and Progress (a.k.a., “CAASPP”, or any other subsequent assessment as certified by the state board of education),

- The percentage of English learner pupils who make progress toward English proficiency as measured by the English Language Proficiency Assessments for California (“ELPAC” or subsequent assessments of English proficiency certified by the state board),
- The English learner reclassification rate,
- Pupil engagement, as measured by all of the following, as applicable:
  - School attendance rates,
  - Chronic absenteeism rates,
  - Middle school dropout rates,
- The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
- Learning requirement concepts, as determined by the supervising teacher.
- Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher,

**Academic Content:** Independent study shall include the provision of content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

Independent study shall include access to all courses or assignments offered by the School for promotion to high school.

**Tiered Reengagement:** For all pupils who are not generating attendance for more than three schooldays or 60 percent of the instructional days in a school week, or who are in violation of their written agreement, the school shall have procedures including the following reengagement strategies:

- Verifying current contact information for the pupil,
- Notifying parents or guardians of lack of participation within one school day of the absence or lack of participation,
- A plan for outreach from the school to determine pupil needs, including a connection with health and social services, as necessary,

- A clear standard requiring a pupil-parent-educator conference, as defined below, to review the pupil’s written agreement, reconsider the independent study program’s impact on the pupil’s achievement and well-being, consistent with the school’s policies regarding the maximum amount of time allowed between the assignment and completion of pupil’s assigned work, satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in independent study,

For the purposes of this policy, “pupil-parent-educator conference” means a meeting involving, at a minimum, all parties who signed the pupil’s written independent study agreement.

*Note: AB 130 added a poorly-worded requirement that board-adopted independent study policies include “a plan to provide” varying levels of “live interaction” and “synchronous instruction.” What these poorly-worded requirements mean in practice seems unclear. Whether these new required policies imply a requirement that independent study students actually participate in these offerings is unclear, among other issues. The sample language below reflects CSDC’s interpretation of the law which may differ from others. We anticipate that “clean-up” legislation may be enacted to address the ambiguities.*

**Opportunities for Live Interaction and Synchronous Instruction:** The School shall plan to provide opportunities for live interaction and synchronous instruction as follows for all pupils engaged in independent study:

- For pupils in transitional kindergarten through grades 1 to 3 inclusive, the School shall plan to provide opportunities for daily synchronous instruction for all pupils throughout the year,
- For pupils in grades 4 to 8 inclusive, the School shall plan to provide opportunities for both daily live interaction and at least weekly synchronous instruction for all pupils throughout the year,

For the purposes of this policy, “live interaction” means interaction between the pupil and certificated or non-certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including but not limited to wellness checks, progress monitoring, provision of services, and instruction. This live interaction may take place in-person, or in the form of internet or telephonic communication.

For the purposes of this policy, “synchronous instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher of record and the pupil.

***Note:** AB 130 added a requirement that board-adopted independent study policies include a plan to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and in no case, later than five instructional days. This new law does not define “in-person” instruction. This new law also seems to reflect an assumption that subject schools generally offer both in-person and independent study instruction, which typically isn’t the case for nonclassroom-based charter schools.*

*CSDC presumes that, for nonclassroom-based charter schools, the option to return to in-person instruction would be to return to a traditional, district-operated school, but this is not explicit in law.*

*Classroom-based charter schools presumably should amend the sample language below to address their specific circumstances, mindful of both the new mandate to allow students to return to in-person instruction while also understanding the operational challenges this may create. CSDC presumes this topic may be the subject of “clean-up” legislation in the near future.*

**Return to In-Person Instruction:** For pupils whose families wish to return to in-person instruction from independent study, the School shall allow the student to return expeditiously, and in no case later than five instructional days.

***Note:** Independent study law has, for decades, required detailed written agreements containing a long list of specified elements. Complying with these requirements is a high-stakes mandate and a condition of funding that is subject to annual audit.*

*AB 130 substantially expanded the number and scope of required elements and the language below is intended to reflect them. Given varying interpretations of these requirements, CSDC suggests conferring with the school’s independent auditor when adopting this policy and when amending the form, format, and content of the school’s written agreements.*

**Written Agreements:** (5 C.C.R. § 11702) A current written agreement for each independent study pupil shall be maintained on file for each participating student. Each agreement shall be signed, dated, and in effect prior to the start of reporting attendance (ADA) pursuant to that agreement. The independent study agreement for a student will require and cover a study plan that represents the same amount of study that would be required of a student in the classroom



and be consistent with the School curriculum and course of study of students participating in the regular classroom setting.

*Agreement Content:* Each independent study written agreement shall contain at least all of the following provisions:

- The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding academic progress.
- The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
- The specific resources, including materials and personnel that will be made available to the pupil. These resources shall include confirming or providing access for all pupils to the connectivity and devices adequate to participate in the academic program and complete assigned work.
- A statement of the policies adopted regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study. The level of satisfactory educational progress and missed assignments shall conform to the requirements specified above in this policy.
- The duration of the independent study agreement, including the beginning and ending dates for participating in independent study, recognizing that no independent study agreement shall be valid for any period longer than one school year.
- A statement of the number of course credits, or for elementary grades pupils, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas such as English learners, individuals with exceptional needs as needed to be consistent with the student's individualized education program or plan pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care, pupils experiencing homelessness, and pupils requiring mental health supports.
- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate.

Written agreements shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent/guardian/caregiver if the pupil is less than 18 years of age, the certificated employee designated as responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. Written agreements may be maintained electronically along with and may include subsidiary agreements,

such as course contracts and assignment and work records. Written agreements may be signed using electronic signatures that comply with applicable state and federal standards and are intended by the signatory to have the same effect as a handwritten signature.

Before signing a written agreement pursuant to this section, and upon the request of the parent or guardian of a pupil, the School shall conduct a phone, videoconference, or in-person pupil-parent-educator conference or other school meeting during which the pupil, parent or guardian, and, if requested by the pupil or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the pupil in independent study, before making the decision about enrollment or disenrollment in the various options for learning.

For the 2021-22 school year only, written agreements may be completed and signed as provided above no later than 30 days after the first day a pupil commences independent study.

Adopted:

Amended: