



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 15, 2022 — 12:00 PM

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

- I. **Call to Order/Roll Call**
 - **Ray Welch-** Chairman, **Tawnya Phoenix-** Vice Chair, **Danthia Gil-** Secretary/Treasurer, **Darla Boller-** Member, & **Melanie Villa-** Member
- II. **Approval of Agenda-** any changes to the agenda must be made at this time
- III. **Public Comment-** Any person may address the Board about any agenda item and may be granted five (5) minutes to talk when an item is discussed. Time per agenda item shall be determined based on the number of speakers. This time will not exceed 30 minutes. Board may lengthen time by consensus.
- IV. **Consent Agenda-** The purpose of the consent agenda is to consolidate and expedite action on routine, reoccurring agenda items. All consent agenda items, which are not held for discussion at the request of a member of the Board, will be approved as written as part of the consolidated motion. Items designated or held for discussion will be acted upon individually.
 - A. **Approval of Minutes** for June 21, 2022
 - B. **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.
 - C. **Ratify/Approve Participation in the Teacher Induction Program -** SDCOE supports new teachers through a program that builds upon teacher preparation experiences and expands skill levels to improve upon a teacher's ability to reflect on student progress and their own instructional strategies. BICS teacher Wesley Leves is eligible for participation this year. Total cost for this program is \$1000/teacher and will be funded by the Educator Effectiveness Block Grant.
 - D. **Ratify Purchase of New Lunch Equipment –** A mobile heated cabinet and a cold food salad bar along with various accessories were purchased for use in accordance with the new food service agreement with LUSD. Total cost is \$8,278.43.
 - E. **Ratify Multiple Measures contract-** Per Board discussion a two-year agreement has been purchased due to the success of the reporting app. Total cost is \$3,600.
 - F. **Ratify renewal of Lexia Subscription-** Lexia Core5 Reading is an adaptive blended learning program that accelerates the development of literacy skills for students of all abilities, helping them make that critical shift from learning to read to reading to learn. Annual cost is \$4,880.

V. Action Items

- A. Approval to Create Position of Campus Food Coordinator** – The Campus Food Coordinator would support the National School Lunch Program and School Breakfast Program for BICS. The Food Coordinator will pick up the meals at LUSD’s central kitchen, perform mandated reporting to ensure compliance with the meal guides mandated by the program.
- B. Approve the Employment of Ariel Triunfel** – Ms. Triunfel will serve as the Campus Food Coordinator. She has 10 years’ experience leading, managing, developing and running youth programs. She recently relocated from Brooklyn and is excited to continue working with kids. She has experience in preparing and serving food in her previous positions.
- C. Amend the Independent Study Board Policy**- New legislation has made technical changes to this existing Board policy. This policy sets conditions that must be met to generate funded average daily attendance for independent study. Amendments to this policy are shown in colored type.
- D. Approval of BICS Employee Handbook** – BICS staff recommends the Board approve the Employee Handbook. The employee handbook is a document that communicates BICS mission, policies, procedures, and expectations. This will be given to all current and future employees to clarify their rights and responsibilities while they’re employed with BICS.
- E. Approval of Parent/Student Handbook** - BICS staff recommends the Board approve the Parent/Student Handbook. The Parent/Student Handbook is an annual publication containing updated information for the families of BICS including expectations and responsibilities. Families will find information on student expectations for behavior and attendance, parent involvement, calendar information and more.
- F. Approval of TWIG Science Pilot Program** - BICS staff recommends the Board approve the purchase of the TWIG Science Pilot Program. Our current science program adoption was up this past school year. Our teaching staff had the opportunity to look at different state adopted NGSS science curriculum and were impressed with what TWIG had to offer. TWIG is a phenomena-based science program for Grades Pre-K–8 created specifically for the NGSS—ensuring all students have an interwoven understanding of Science and Engineering Practices (SEPs), Disciplinary Core Ideas (DCIs), and Crosscutting Concepts (CCCs). The cost for the pilot program is \$3,920.11.
- G. Approval to send Laurie Egan-Hedley to the American Association for State and Local History (AASLH) Conference in Buffalo, NY** - BICS staff recommends the Board approve to send Laurie to receive this national award on behalf of BICS. Barona Cultural Center & Museum was selected as a 2022 Award of Excellence winner by the Leadership in History awards committee for Peyii 'Enyeway 'Esekaayches! We Are Still Here! This exhibit was designed and installed by our 20-21 8th grade class of students for their heritage project. The AASLH Leadership in History Awards is the nation’s most prestigious competition for recognition of achievement in state and local history. BICS congratulates Laurie for her continued dedication to our students and the mission of educating others to the Kumeyaay Culture. The 2022 awards will be presented at a special reception as part of the AASLH annual meeting in Buffalo, NY. Amount not to exceed \$3500.

VI. Discussion Items

- A. Discussion about Board member attendance at the Charter Schools Development Center (CSDC) Leadership Conference on November 13-15, 2022 in Sacramento.
- B. Brown Act training by Dr. Felix
- C. Fiscal Responsibility training by Dr. Felix

VII. Organizational Business

- A. Future agenda items and/or Board member comments
- B. Upcoming meetings
 - 1. September 19, November 7, December 12, January 23

VIII. Adjournment

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 kmjohnson@mybics.org 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 kmjohnson@mybics.org.



**Barona Indian Charter School
Governing Board of Directors
ANNUAL ORGANIZATIONAL MEETING AGENDA
Minutes – June 21, 2022**

- I. Call to Order/Roll Call:** Chairman Welch called the meeting to order at 4:04 pm.
Board Members in attendance: Raymond Welch, Tawnya Phoenix, Melanie Villa, Danthia Gil, and Darla Boller.
- Others in attendance:** Interim Principal, Dr. Jeff Felix, Legal Counsel Kathy Clenney, Assistant Principal, Julie Cushman, and Recording Secretary Yvonne LaChappa.
- II. Approval of Agenda**
- Motion** by Danthia to approve the agenda. Second by Tawnya. Carried 5, 0, 0.
- III. Public Comment:** There was no public comment requested at this meeting.
- IV. Installation of Newly Appointed Board Members:** Board of Directors welcomed new Board Members, Darla Boller and Melanie Villa.
- V. Election of Board Officers**
- A. Chairperson - Raymond Welch continues to serve.
B. Vice Chairperson - Tawnya Phoenix continues to serve.
C. Secretary/Treasurer – Danthia Gil proposed to become Secretary/Treasurer
- Danthia Gil has been re-selected to serve on the Board. The term of office for all three members shall end June 30, 2026.
- Motion** by Melanie to approve Danthia for Secretary/Treasurer. Second by Darla. Carried 5, 0, 0.
- VI. Selection of Day, Time, & Place of Regular Monthly Meetings**
- Board meeting dates, time and locations to be posted for public view, in the kiosk outside the School Office, as well as the school website. All meetings, unless will be held on the third Monday of each month at 8:30 AM, unless otherwise posted, in the Barona Community Center Meeting Room. The Board shall designate meetings held in the afternoon for community expediency.
- Board Calendar:** After some minor adjustments to the proposed dates, the Board approved the following dates for the 2022-2023 regularly scheduled meetings of the Board for approval:
- 2022:** August 15 (12PM), September 19, November 7, December 12
2023: January 23, March 13 (4PM), April 24, June 20 (Tuesday 4PM), June 26
- Motion** by Danthia to approve 2022-23 Board meeting schedule. Second by Melanie. Carried 5, 0, 0.
- VII. Discussion Items**
- A.** Charter Schools Development Center (CSDC) Conference – Dr. Felix discussed the annual CSDC Leadership Conference in Sacramento on November 13-15. Jeff encouraged Board members, especially new members, to attend.
- VIII. Adjournment of the Annual Organizational Meeting**
- Motion** by Darla to adjourn the meeting at 4:11pm. Second by Melanie. Carried 5, 0, 0.

Submitted by

Yvonne LaChappa, Recording Secretary

**Barona Indian Charter School
Board of Directors Regular Meeting
June 21, 2022**



1. Call to Order: Chairman Raymond Welch called the meeting to order at 4:14 PM.

Roll Call: Raymond Welch, Chairman, Tawnya Phoenix, Vice-Chair, Danthia Gil, Secretary/Treasurer, Member, Melanie Villa and Member, Darla Boller. **Others in attendance:** Jeff Felix, Interim Principal, Julie Cushman, Asst. Principal, and Kathy Clenney, Legal Counsel, Lisa Davis, Asst. Superintendent – LUSD.

2. Approval of Agenda:

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

3. Approval of Minutes, May 23, 2022 and June 13, 2022.

Motion by Danthia, Second by Tawnya to approve the minutes of May 23 and June 13, 2022. Carried 5, 0, 0.

4. Public Comment – There was no request for public comment for Agenda.

5. Action Items

A. Presentation of the 2022-23 Budget- Lisa Davis, Assistant Superintendent of Lakeside USD, presented the next fiscal year budget to the Board. This budget showed the estimated actuals. These items are not closed out. There will be a 45-day update in August. Books close September 15 for prior fiscal year.

B. Public Hearing - There was no request for public comment for the 2022-2023 proposed budget.

C. Public Hearing closed

D. Approval of the 2022-23 Budget- the Board discussed the approval of the 22-23 fiscal year budget. This budget features similar staffing needs with an increase in revenue due to additional federal and state funding. The budget shall be filed with the San Diego County Superintendent of Schools by July 1, 2022.

Motion by Danthia, Second by Tawnya to approve the Estimated Adopted Budget for the 2022-23 year. Carried 5, 0, 0.

E. Approval of Increase to Staff Salary Schedule - Staff recommended an increase to the salary schedule for both the classified staff and the certificated staff. The new salary schedule approved August 2021 simplified accounting procedures and created a path for the administration to attract, retain, and motivate employees. Combined with our other benefits, this new schedule provides a well-rounded employee pay philosophy focusing on benefits and work life. The proposed increases will range from 4.8% to 7.4% across the schedule. The new salary schedule will take effect for the 2022-23 fiscal year and is included in the new budget.

Motion by Danthia, Second by Tawnya to approve the salary increase for staff. Carried 5, 0, 0.

F. Presentation and Approval of the Local Control Accountability Plan (LCAP) – The LCAP was presented to the Board by Julie. 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. A Public Hearing was held on June 13, 2022 to acquire public comment and feedback. The LCAP will be submitted to the state before July 1.

Motion by Darla, Second by Tawnya to approve the salary increase for staff. Carried 5, 0, 0.

- G. Approval of the 2022-23 Food Services Agreement-** Julie presented for approval, a Food Services Agreement with Lakeside Union School District. LUSD would provide breakfast and lunch meals. BICS staff would pick up the meals at LUSD's central kitchen. BICS would be responsible for compliance with the meal guides mandated by the state and federal National School Lunch Program and School Breakfast Program. Transportation of food to the school was discussed. Possibly purchasing a van and using tribal vans in the interim.

Motion by Tawnya, Second by Darla to approve the Food Service Agreement. Carried 5, 0, 0.

- H. Approval of the 2023 Lease-** Jeff discussed the 2023 annual lease. This is the annual agreement between the Barona Band of Mission Indians and BICS for use of the facilities. The fee for the leased premises is \$66,500 per year, payable quarterly in advance. No significant changes have been made in this year's agreement.

Motion by Danthia, Second by Darla to approve the Annual Lease for 2023. Carried 5, 0, 0.

- I. Approval of Declaration of Need (DON) -** Julie presented for approval, the Declaration of Need. In order to employ an individual on an emergency permit, all LEAs must have a valid DON on file with the Commission on Teacher Credentialing. This is proof that in an emergency there may be a need to hire a teacher who does not hold a valid credential.

Motion by Darla, Second by Tawnya to approve the Declaration of Need. Carried 5, 0, 0.

- J. Recognition of Ed Code Sections 45203, 45205, & 45206.5-** The Board understands that Education Code section 47610(a) states that charter schools, with certain exceptions, are generally "exempt from the laws governing school districts." The Board also recognizes the tremendous support that classified employees provide to a student's academic and social experience, as well as providing to the overall wellbeing of all staff. Therefore, the Board recognizes EC Sections 45203, 45205, & 45206.5 and directs the administration to implement those sections for the 2022-2023 school year and all years following. Jeff emphasized the desire to treat our employees well. He proposed paying classified employees for holidays, as other LEAs are currently doing.

Motion by Darla, Second by Melanie to approve paying classified staff for recognized holidays. Carried 5, 0, 0.

- K. Approval of Julie Cushman as Principal/Director-** Kathy Clenney requested Board consider offering the position of Principal/Director to Assistant Principal Julie Cushman from July 1, 2022 through June 30, 2023. Julie currently has her Intern Admin Credentials. Kathy asked the Board to consider a salary of \$90,000.

Motion by Danthia, Second by Darla to approve Julie Cushman in the position of Principal/Director at a salary of \$90K. Carried 5, 0, 0.

- L. Approval of Consulting Agreement with Jeffrey Felix as Advisor-** Kathy Clenney requested Board consider for approval utilizing the professional educational advisory services of Dr. Felix for the 2022-2023 school year.

Motion by Danthia, Second by Darla to approve the Consulting Agreement of Jeffrey Felix as an advisor for the 2022-23 school year. Carried 5, 0, 0. 7 of 149

6. Principal's Reports – Julie Cushman

- Discussed Kindergarten and 8th Grade promotions for the year
- BICS presented their annual report to LUSD on June 16th
- The 7th and 8th grade students worked on very special projects with Laurie (Museum).
- 8th graders worked with the Mingei Museum in Balboa park to install an exhibit about the Kumeyaay culture.
- Julie would like to have 6th grade camp for the next school year as well as additional fieldtrips, such as The Star of India trip.

No further business, by **Motion** of Danthia and Second by Tawnya. The meeting was adjourned at 6:00 PM. **Motion** carried 5, 0, 0.

Respectfully submitted by Yvonne LaChappa, Recording Secretary

*Nonpublic, Nonsectarian
School/Agency Services*

MASTER CONTRACT

2022-2023

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year _____ 2022-2023 _____

_____	Nonpublic School
<u> X </u>	Nonpublic Agency

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

_____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

_____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract

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2022-2023

CONTRACT NUMBER: 1A-37-106

LOCAL EDUCATION AGENCY: _____

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:Specialized Therapy Services, Inc.**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**
MASTER CONTRACT**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS****1. MASTER CONTRACT**

This Master Contract (or "Contract") is entered into on July 1, 2022, between _____, hereinafter referred to as the local educational agency ("LEA"), a member of the _____, SELPA and Specialized Therapy Services, Inc., (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent,

CONTRACTOR, or LEA may request a review of a student’s IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall

include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master *Contract* or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for

any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery

of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team

consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or

interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for 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, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, 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; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, 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 CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations 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"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772

(2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to

CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background

clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional

leader, and be able to provide leadership, oversight and professional development • The administrator

of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by

that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the

CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such

written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated

such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding

the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance

does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student’s absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student’s approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student’s approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR’S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Exhibit A: 2022 - 2023 - Rates – Barona Indian Charter School
Contractor Number 1A-37-106

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

Code	Session Type	Cost	Period
425	APE: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$75.00	Hourly
425	APE: Drive Time (as approved by LEA Admin)	\$75.00	Hourly
445	AT: Assessment, Direct Service, Prep/Plan, Training, Consult (Per IEP)	\$86.00	Hourly
445	AT: Drive Time (as approved by LEA Admin)	\$86.00	Hourly
720	Audiology: Assessment, Hourly, Direct Service, IEP Meeting, Prep/Plan	\$180.00	Hourly
720	Audiology: Drive Time (as approved by LEA Admin)	\$180.00	Hourly
535	Behavior Intervention Services: Assessment, Consult (per IEP), Direct Service, IEP Meeting, Supervision, Prep/Plan, Training	\$125.00	Hourly
535	Behavior Intervention Services: Drive Time (as approved by LEA Admin)	\$125.00	Hourly
535	Behavior Technician: Direct Service, Prep/Plan, Training	\$60.00	Hourly
535	Behavior Technician: Drive Time (as approved by LEA Admin)	\$60.00	Hourly
710	DHH: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$100.00	Hourly
710	DHH: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
510/515 520/525 530	ERMHS 510, 515, 520, 525, 530: Direct Individual/Group, Hourly, IEP Meeting, Prep/Plan, Training, Consult (per IEP)	\$90.00	Hourly
510/515 520/525 530	ERMHS 510, 515, 520, 525, 530 Bilingual: Direct Individual/Group, Hourly, IEP Meeting, Prep/Plan, Training, Consult (per IEP) & Drive Time (as approved by LEA Admin)	\$95.00	Hourly
510	ERMHS: Assessment Flat Rate	\$1,100.00	Assessment
510	ERMHS Bilingual: Assessment Flat Rate	\$1,300.00	Assessment
All ERMHS	ERMHS: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
340	Instructional Assistant: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$40.00	Hourly
340	Instructional Assistant: Drive Time (as approved by LEA Admin)	\$40.00	Hourly
900	Music Therapy: Direct Service, IEP Meeting, Prep/Plan, Assessment	\$100.00	Hourly
900	Music Therapy: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
435/436	Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$80.00	Hourly
435/436	Nursing Drive Time (as approved by LEA Admin)	\$80.00	Hourly
435/436	LVN Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$50.00	Hourly
435/436	LVN Nursing: Drive Time (as approved by LEA Admin)	\$50.00	Hourly
435/436	CNA Nursing: Direct Service, Health Assessment, Hearing/Vision Screening, Training, IEP Meeting	\$40.00	Hourly
435/436	CNA Nursing: Drive Time (as approved by LEA Admin)	\$40.00	Hourly

730	O&M: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$100.00	Hourly
730	O&M: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
740	OI: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$110.00	Hourly
740	OI: Drive Time (as approved by LEA Admin)	\$110.00	Hourly
450	OT: Assessment, Direct Service Individual/group, Prep/Plan, IEP Meeting, Consult (per IEP)	\$87.50	Hourly
450	OT: Drive Time (as approved by LEA Admin)	\$87.50	Hourly
450	OT Assistant: Assessment, Direct Service Individual/group, Prep/Plan, IEP Meeting, Consult (per IEP)	\$67.50	Hourly
450	OT Assistant: Drive Time (as approved by LEA Admin)	\$67.50	Hourly
530	Psych: Neuro Psych Assessment	\$4,500.00	Assessment
530	Psych: Neuro Psych IEP	\$95.00	Hourly
530	Psych: Psych Assessment	\$1,100.00	Assessment
530	Psych: Psych Assessment with Academics	\$1,600.00	Assessment
530	Psych: Psych Assessment with ERMHS	\$1,600.00	Assessment
530	Psych: Psych Assessment with ERMHS and Academics	\$1,900.00	Assessment
530	Psych: Direct Service, IEP Meeting, Prep/Plan, Consult	\$95.00	Hourly
530	Psych Bilingual: Psych Assessment	\$1,300.00	Assessment
530	Psych Bilingual: Psych Assessment with Academics	\$1,800.00	Assessment
530	Psych Bilingual: Psych Assessment with ERMHS	\$1,800.00	Assessment
530	Psych Bilingual: Psych Assessment with ERMHS and Academics	\$2,100.00	Assessment
530	Psych Bilingual: Direct Service, IEP Meeting, Prep/Plan	\$100.00	Hourly
530	Psych: Drive Time (as approved by LEA Admin)	\$95.00	Hourly
530	Psych Bilingual: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
460	PT: Assessment, Direct Service, IEP Meeting, Prep/Plan	\$87.50	Hourly
460	PT: Drive Time (as approved by LEA Admin)	\$87.50	Hourly
330	SAI: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$70.00	Hourly
330	SAI: Drive Time (as approved by LEA Admin)	\$70.00	Hourly
330	SAI Bilingual: Assessment, Direct Service Individual/Group, IEP, Prep/Plan	\$80.00	Hourly
330	SAI Bilingual: Drive Time (as approved by LEA Admin)	\$80.00	Hourly
	Spec Ed Coordination: IEP Meeting, Consultation, Admin	\$125.00	Hourly
	Spec Ed Coordination: Drive Time (as approved by LEA Admin)	\$125.00	Hourly
415	Speech: Assessment, Direct Individual/Group, Prep/Plan, Consult (per IEP)	\$86.00	Hourly
415	Speech: Drive Time (as approved by LEA Admin)	\$86.00	Hourly
415	Speech Assistant: Assessment, Prep/Plan, Direct Individual/Group, Consult (per IEP)	\$70.00	Hourly
415	Speech Assistant: Drive Time (as approved by LEA Admin)	\$70.00	Hourly
415	Speech Bilingual: Assessment, Prep/Plan, Direct Individual/Group, Consult (per IEP)	\$90.00	Hourly
415	Speech Bilingual: Drive Time (as approved by LEA Admin)	\$90.00	Hourly
725	Vision Itinerant: Assessment, Direct Service, IEP Meeting, Prep/Plan, Consult (Per IEP)	\$100.00	Hourly
725	Vision Itinerant: Drive Time (as approved by LEA Admin)	\$100.00	Hourly
900	VT: Assessment – Flat Rate	\$700.00	Assessment
900	VT: Direct Service, IEP Meeting, Prep/Plan, Consult (per IEP)	\$145.00	Session

Appendix A:

- A.** Should LEA wish to hire an STS employee assigned to the LEA, LEA may do so without a fee after the completion of the contracted school year period. Should the LEA elect to hire the employee before the completion of the period a conversion fee will be paid to STS in the form of: Full-time (employees working 30-hours or more per week for STS) provider: \$2,500, and Part-time (employees working less than 30-hours per week for STS) provider: \$1,250.
- B.** Payment for missed sessions when provider confirmed attendance prior to arrival to the school, this includes Psychological Assessments.
- C.** Minimum 2-hours of service time to be paid to providers when on campus to provide services or attend meetings.
- D.** For charters with more than one location the travel time between schools is billable.
- E.** Services provided per hour also include IEP meeting/preparation/participation, scheduling, session planning, SEIS service tracker reporting and consultation to staff/parents as approved by the school administration. Certain services may require session set up and break down (example: APE may need to create a specific sporting program on campus) this is billable. Provider time spend waiting or finding a location to provide services while on campus.
- F.** Parking: If providers are required to pay for parking when on campus for services, the parking fees are reimbursable by the charter school.
- G.** Billable Administrative Costs: When providers are asked by the school/LEA to perform administrative duties including but not limited to: Creating PWN, meeting notices, CALPADS reporting, Behavior Plans, Manifestation Determination Meetings, Threat Assessments, AT Device programing, SCIA reporting/training.
- H.** Mileage will be paid at \$0.585 cents per mile or hourly for distances greater than 20-minutes from provider origination with prior approval from LEA.
- I.** Independent Study/Home School Charter programs: Providers can get reimbursed for sessions cancelled with less than 24-hours' notice.

CONTRACTOR

LEA

Specialized Therapy Services, Inc.
Nonpublic School/Agency

LEA Name

Signature Date

Signature Date

Steve Oas, Director
Name and Title of Authorized Representative

Name and Title of Authorized Representative



CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC AGENCY CERTIFICATION

Date: February 04, 2022
NPA ID: 9900324
Nonpublic Agency: Specialized Therapy Services-San Diego
Site Administrator: Erin Zumwalt
Mailing Address: 4024A Adams Avenue
City: San Diego CA 92106

NPA AUTHORIZED TO PROVIDE SERVICES AT NPA SITE [checked]Yes []No Grades: PK to 12
Ages: 3 to 21
Site Address: 4024 A Adams Avenue Student Gender: Coed
City: San Diego CA 92106

2022 CERTIFICATION STATUS:

APPROVED

Maximum Capacity: 76+

EFFECTIVE DATES:

January 01, 2022 through December 31, 2022

[] Amended

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Authorized to Provide the Following Related Services:

- [checked] APE [checked] BII [checked] LSDR [checked] PCT [] SDTI [] VECD
[checked] AS [checked] CG [checked] MT [checked] PS* [checked] SW [checked] LI: Deaf and Hard of Hearing
[checked] ATS [] EE [checked] OM [checked] PT [checked] TS [] Other Services:
[checked] BID [checked] HNS [checked] OT [] RS [checked] VS *Other than Assessment and IEP Development

Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurrence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.

Nonpublic Agencies Unit, Special Education Division



CERTIFICATE OF LIABILITY INSURANCE

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PAGE (M/D/Y)

11/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pacific Premier Insurance Assoc., Inc. 3160 Camino Del Rio S #118 San Diego CA 92108		CONTACT NAME: Brian Grant PHONE (A/C No. Ext): (858) 386-4443 E-MAIL ADDRESS: certs@pacinsure.com FAX (A/C No.): (858) 386-4445	
INSURED Specialized Therapy Services, Inc. dba The OAS Center 4204A Adams Ave San Diego CA 92116		INSURER(S) AFFORDING COVERAGE INSURER A: ARCH INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11150	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AAPKG0071003	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AAPKG0071003	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AAFXS0071003	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Sexual Misconduct Liability			AAPKG0071003	12/01/2021	12/01/2022	Each Incident/Each A 1,000,000 Aggregate (Professor 3,000,000 Aggregate (Sexual At 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura Goodnow

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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Specialized Therapy Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4204A Adams Avenue

6 City, state, and ZIP code
San Diego, CA 92116

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

2	6	-	2	2	1	6	3	3	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 06/10/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Services Agreement

This Agreement, for the provision of services is entered into this 11th day of July, 2022, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and Barona Indian Charter School (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

1. Scope of Services.

Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2. Term of Agreement.

This Agreement shall be effective from the period commencing [July 1, 2022] and ending [June 30, 2025], unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

Contractor will compensate SDCOE at the rates found in Exhibit A.

5. Confidential Relationship.

SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to

Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant to the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

8. Fund Availability

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

13. Licenses, Permits, Etc.

Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. NOT USED

15. NOT USED

16. Tuberculosis Clearance.

Contractor shall certify in writing that Contractor’s employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

17. NOT USED

18. Indemnification.

To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Contractor’s obligations under this Section apply whether or not there is concurrent negligence on SDCOE’s part, but to the extent required by law, excluding liability due to SDCOE’s conduct. SDCOE shall have the right to select its legal counsel at Contractor’s expense, subject to Contractor’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Sheiveh Jones, Executive Director
6401 Linda Vista Rd
San Diego, CA 92111
858-295-8806
snjones@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

Contractor: Julie Cushman, Principal/Director Name, Title
1095 Barona Road Address
Lakeside, Ca, 92040 City, State, Zip Code
619-443-0948 Phone number
jcushman@mybics.org Email

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit B to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.

Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

28. Conflict of Interests.

Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

CONTRACTOR

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Date

Julie Cushman Digitally signed by Julie Cushman
Date: 2022.07.11 08:19:11 -07'00'

By (Authorized Signature)

Julie Cushman

Name (Type or Print)

Principal/Director

Title

July 11, 2022

Date

EXHIBIT A
SPECIAL PROVISIONS

A. Scope of Services.

1. **PURPOSE & SCOPE.** SDCOE will provide teacher induction support to DISTRICT preliminary and level 1 credential holders. The purpose of the proposed partnership is to provide a Commission-approved program that will allow preliminary and level 1 credential holders to meet the renewal requirements listed on the California preliminary and level 1 credential.

A. DISTRICT RESPONSIBILITIES UNDER THIS MOU:

1. Identify teacher candidates according to program eligibility criteria. Notify the program of new teacher candidates eligible for induction by October 1 of each participating school year.
2. Follow SDCOE approved mentor selection and mentor-candidate pairing process understanding that the best pairing is by school/grade level/content and must take place within 30 days of enrollment.
3. Provide release time for mentors, according to district needs, to observe teacher candidates as required by program completion requirements. Observations can be in person or virtual.
4. Provide release time for teacher candidates, according to district needs, to complete the peer observation as required by program completion requirements. Observations can be in person or virtual.
5. Understand that the Teacher Candidates Individual Learning Plans (ILP) are designed and implemented solely for the professional growth and development of the Teacher Candidates and not for evaluation for employment purposes.
6. Participate in the evaluation of the SDCOE teacher induction program upon request.
7. Identify a district administrator to attend advisory committee meetings and participate in required accreditation activities.
8. Identify a district lead as the liaison between the district and the SDCOE teacher induction program, if there are six or more teacher candidates enrolled. If the district is unable to provide a district lead, SDCOE will provide a lead to facilitate the Teacher Induction program for the district.
 1. The District Lead will:
 - a. Provide advice and assistance to both mentors and teacher candidates.
 - b. Coordinate mentor/teacher candidate pairing, verify the SDCOE pairing list, and notify SDCOE of any changes.
 - c. Assist teacher candidates and mentors in using the learning management system (LMS) and accessing all assignments.
 - d. Input and monitor grades in LMS for all teacher candidates within the district, charter, private or non-public school. Grades are to be posted within 1 week of the SDCOE due date.
 - e. Plan and facilitate verification meetings throughout the year.

- f. Attend all monthly district lead meetings throughout the year. *If unable to attend, district lead must view recordings.*
- g. Establish district, charter, private or non-public school due dates for all assignments prior to verification meetings.
- h. Communicate with program leadership as questions and needs arise.
- i. Notify program leadership if concerns arise about a teacher candidate or mentor. This concern includes potential non-completion of the program.
- j. Communicate with mentors consistently via e-mails, phone calls, meetings, etc.
- k. Facilitate end-of-year colloquium(s) in April or May.

1. SDCOE RESPONSIBILITIES UNDER THIS AGREEMENT.

- 1. Maintain Commission-approved accreditation status with the Commission on Teacher Credentialing by establishing, maintaining, and submitting accurate records required as part of the accreditation process.
- 2. Provide "Mentor Skill-Building" training for new mentors.
- 3. Maintain and monitor the LMS for mentors and teacher candidates.
- 4. Support district leads to facilitate verification and other meetings for mentors and teacher candidates.
- 5. Recommend only those candidates who successfully complete program requirements for a clear credential.
- 6. Maintain communication with district leads through regularly scheduled district lead meetings.
- 7. Maintain communication with districts through regularly scheduled district lead advisory meetings and newsletters.
- 8. Provide compensation for a district lead position based on supporting 6 or more teacher candidates based on a sliding scale.

1. COMPENSATION. The total Contract cost shall be invoiced to responsible party based on the option selected below:

- Invoice district \$1000 per teacher candidate per year; district will compensate mentors.
- Invoice district \$2500 per teacher candidate per year; SDCOE will hire district-selected Mentors as hourly limited-term employees pending completion of SDCOE's employment process and pay up to \$1500 per teacher candidate supported per year. SDCOE hiring process requires in-person submission of the USCIS Form I-9.
- Invoice teacher \$1000 per year; district will compensate mentors.
- Invoice teacher \$2500 per year; SDCOE will hire district-selected mentors as hourly limited-term employees pending completion of the employment process and pay up to

\$1500 per teacher candidate support per year. SDCOE hiring process requires in-person submission of the USCIS Form I-9.

DISTRICT agrees to pay SDCOE the amount due for services provided to DISTRICT under the terms of this Agreement within 30 days of receipt of Invoice.

Note: District/teacher will be invoiced the full amount for any drops after November 1 of the current school year.

TERM OF AGREEMENT. The Term of Contract shall begin July 1, 2022 and shall end on June 30, 2025.

EXHIBIT B
COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education (“SDCOE”) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor for SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities. Accordingly, SDCOE has implemented a COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements effective October 15, 2021:
 - a. All employees, volunteers and/or agents of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
 - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
 - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker’s COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on SDCOE facilities for any length of time due to non-compliance with the requirements outlined above.
 - d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the SDCOE testing and vaccination policy and the requirement that a face mask must be worn at all times while at an SDCOE operated facility.
2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of Contractor/Vendor have been provided with a copy of this policy and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at SDCOE facilities have received proof of vaccination or have acquired proof of a negative Covid-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of This Exhibit B shall prevail.



RESTAURANT EQUIPMENT & SUPPLY CO.
 Suppliers, Designers, and Consultants to the Foodservice Industry
 WWW.ECONOMYRESTAURANTEQUIP.COM



Sales Order 63 of 149

07/27/2022

SHIP TO:

BARONA INDIAN CHARTER
 SCHOOL
 1095 Barona Rd.
 Attn. Julie Cushman 619/443-0948
 Lakeside, CA 92040


From:

Economy Restaurant Equipment &
 Supply
 Carolina Contreras
 1111 Grand Avenue
 San Marcos, CA 92078-2603
 (760)471-2761
 7604712761 (Contact)
 (760)471-8647 (Fax)
 Carolina@economyrestaurantequip.com

Project Code: CC187940

Item	Qty	Description	SELL	SELL Total
5	1 ea	SERVING COUNTER, COLD FOOD Cambro Model No. VBRL5158 Versa Food Bar™ Serving Buffet, cold food, 5 ft. unit, 69"L x 42-1/2"W x 55-3/4"H, low work height, holds (4) full size pans, accommodates various size food pans up to 6", cooled with optional Camchillers® or ColdFest®, double-wall polyethylene, molded-in handles, threaded faucet drain, non-electrical, (4) 6" swivel casters with brakes, hot red (made to order), NSF Dimensions 55.75(h) x 69(w) x 42.5(d)	\$2,125.00	\$2,125.00
	1 ea	VBRR5191 Versa Tray Rail Only, for 5 ft. Versa Food Bar™, granite gray, NSF	\$285.00	\$285.00
	2 ea	CPB1220159 Buffet Camchiller®, 18-1/2" x 12-5/8" x 4", cold blue, NSF Cube: 42.60	\$124.00	\$248.00
ITEM TOTAL:				\$2,658.00



Item	Qty	Description	SELL	SELL Total
8	1 ea	MOBILE HEATED CABINET	\$4,710.00	\$4,710.00
		 <p>Carter-Hoffmann Model No. PH1810 Heated Cabinet, mobile, insulated, bottom mount forced-air heat system, universal slides hold (24) 12"x20" or (12) 18"x26" pans at 3-1/2" spacing, slides adjustable in 1-3/4" increments, stainless steel construction, wrap-around bumper, 5" swivel casters, cUL, UL EPH, CE Dimensions 58(h) x 30.63(w) x 36(d)</p>		
	1 ea	1 Year parts & labor warranty, standard		
	1 ea	120v/60/1-ph, 1650 watts, 13.7 amps, NEMA 5-15P, standard		
		One in stock at Economy.		

ITEM TOTAL: \$4,710.00

Merchandise	\$7,368.00
Freight	\$315.00
Tax 7.75%	\$595.43
Total	\$8,278.43

Acceptance: _____ Date: _____
 Printed Name: _____



Multiple Measures, LLC
415 Placerville Dr #B-310
Placerville, CA 95667
(530) 295-1262
www.multiplemeasures.com

Quotation
Annual Subscription

June 2, 2022

Multiple Measures Assessment Reporting Service™

Jeffrey Felix / Kristi Johnson
Barona Indian Charter School
Barona Road 1095
Lakeside, CA 92040

MMARS Ready Reports™
PREMIUM Edition

Table with 5 columns: Item, Price, # Students, Per-Student, Amount, Total. Row 1: MMARS Ready Reports™ (\$2000 minimum), 106, \$2,000.00, Total \$2,000.00

Your Premium Edition subscription now includes

- MMARS™ CA State Test Reporting (Smarter Balanced, ELPAC, CAA, CAST, PFT) included
MMARS™ Interim / Benchmark / Periodic Test Reporting - includes loading of historical data included
Individual Student-Centric Profile Reports (SSR) - full assessment history included
Student Dashboard - categorized, freehand notes, follow-ups, attachments, intervention, evidence, images included
Teacher Accounts - role-based accounts for instant access to pre-built reports included

Examples of available publisher assessments include:

Renaissance STAR, iReady, NWEA-MAP, IXL, Dibels/Acadience, SRI-SMI, easyCBM, AimsWeb, DRA2, MARS qAssess, Track My Progress, and more ...
(we can report any publisher assessment ... just ask)

Table with 4 columns: Discount, Single Year Total, Total. Row 1: 10% discount available with a 2-year contract, save \$400.00, \$3,600.00
Row 2: 20% discount available with a 3-year contract, save \$1,200.00, \$4,800.00
Row 3: 25% discount with a 4-year contract (1 full year free), save \$2,000.00, \$6,000.00

Deduct an additional 5% from your payment, if mailed in time to be received by June 30, 2022.



Multiple Measures, LLC
415 Placerville Dr #B-310
Placerville, CA 95667
(530) 295-1262
www.multiplemeasures.com

Contract
Annual Subscription

Multiple Measures Assessment Reporting Service™

Jeffrey Felix / Kristi Johnson
Barona Indian Charter School
Barona Road 1095
Lakeside, CA 92040

MMARS Ready Reports™
PREMIUM Edition

MMARS Ready Reports™ per quotation Total \$2,000.00

Your Premium Edition subscription now includes

- MMARS™ CA State Test Reporting (Smarter Balanced, ELPAC, CAA, CAST, PFT) included
MMARS™ Interim / Benchmark / Periodic Test Reporting included
Individual Student-Centric Profile Reports (SSR) - full assessment history included
Student Dashboard - categorized, freehand notes, follow-ups, attachments, intervention, evidence, images included
Teacher Accounts - role-based accounts for instant access to pre-built reports included

Table with pricing details: Single Year Total \$2,000.00, 10% discount available with a 2-year contract save \$400.00 \$3,600.00, 20% discount available with a 3-year contract save \$1,200.00 \$4,800.00, 25% discount with a 4-year contract (1 full year free) save \$2,000.00 \$6,000.00

Deduct an additional 5% from your payment, if mailed in time to be received by June 30, 2022.

Multiple Measures pricing policy

- Our price quotations are based on the most recent enrollment counts, as published and verified by CDE at their DataQuest website.
-- Since many students take multiple tests, multiple times per year, and some take none -- our pricing is based on enrollment, not number tested.

Product, Services & Terms:

- 1) Data loading and reporting for current contract term and up to 4 years prior data.
2) Free unlimited customer support (email, live chat, telephone, website, and remote online assistance).
3) Full use and remote training for district and school administrators; Ready Reports™ Inbox for teachers.
4) Enrollment counts are those published at the CDE DataQuest website for the most recent academic year.
5) License runs one calendar year from date of signed contract.
6) Contract will renew automatically unless written notice is received 30 days prior to contract end date.

Signature: Julie Cushman
Printed Name: Julie Cushman
Date: Jul 11, 2022
of Years: 2 years
PO #: MM071122

Multiple Measures

415 Placerville Dr #B-310
Placerville, CA 95667
Tax ID# 80-0171977

Date	Invoice #
7/13/2022	68724

Bill To
Barona Indian Charter School 1095 Barona Rd Lakeside, CA 92040

Ship To
Julie Cushman Barona Indian Charter School 1095 Barona Rd Lakeside, CA 92040

P.O. Number	Terms	Rep	Ship	Via
PO22-00100	Due on receipt	CAC	7/13/2022	Electronic

Qua...	Item Code	Description	Price Each	Amount
	MMARS	Multiple Measures Ready Reports™		0.00
	PREM 22-23	MMARS Ready Reports™ - PREMIUM Edition 2022-23	2,000.00	2,000.00
	PREM 23-24	MMARS Ready Reports™ - PREMIUM Edition 2023-24	2,000.00	2,000.00
	INTERIM	Interim Assessment Reporting (your chosen tests)	0.00	0.00
	STATE	State Assessment Reporting (SBAC, ELPAC, CAST, CAA, PFT)	0.00	0.00
	SSR	Comprehensive Student Profile Reports SSR	0.00	0.00
	RFEP	English Learner Reclassification Candidates Lists	0.00	0.00
	ROSTER	Rostering: Subscribed year(s), prior years, and new school year	0.00	0.00
	UALIC	Role-based MMARS™ accounts for district & school administrators	0.00	0.00
	UTLIC	Role-based Ready Reports™ accounts for teachers	0.00	0.00
	TECHSUPPORT	Technical Support: Email, Phone, Live Chat, Remote Assistance	0.00	0.00
	DiscMY	Multiple Year Discount (10%)	-400.00	-400.00

For billing questions please call (530) 295-1262 or e-mail accounting@multiplemeasures.net .	Total	\$3,600.00
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QUOTE



Lexia Learning Systems LLC
300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-468805-5
Created Date: 7/14/2022

Prepared By: Jill Bakhsh
Email: jill.bakhsh@lexialearning.com

Quote To:
Julie Cushman
Barona Indian Charter School
1095 Barona Rd
Lakeside, CA 92040 US

Bill To:
Julie Cushman
Barona Indian Charter School
1095 Barona Rd
Lakeside, CA 92040 US

1 Year Renewal OPTION 3

Table with 6 columns: Start Date, End Date, Quantity, Line Item Description, Sales Price, Total Price. Includes rows for Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal and a 1 Year Renewal Total Price of \$4,480.00.

Fax or email Purchase Orders with quote number Q-468805-5 AND Option Number to the following:
Attn: Jill Bakhsh
Email: jill.bakhsh@lexialearning.com
Fax: (978) 402-3621

PLEASE NOTE THE QUOTE NUMBER AND OPTION NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM
This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

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 governing 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, which were further amended by Assembly Bill 167, the so-called “clean-up” legislation to address some of the remaining concerns with Assembly Bill 130. They were amended yet again by AB 181, the 2022-23 education budget omnibus “trailer” bill.

CSDC has drafted this amended policy based on its understanding of the law, as amended, and others may disagree with our interpretation of these poorly drafted laws. Amendments to this sample policy related to changes contained 2022-23 Assembly Bill 181 are shown in colored type, below to assist schools using the prior version of CSDC’s sample policy to identify them.

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.

Regulations governing the adoption of independent study policies require governing boards to hold a public hearing to consider “the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of pupils or adult education students.” The regulation also states that “adopted policies shall reflect an awareness that excessive leniency in their terms can result in pupils falling so far behind their age peers as to increase, rather than decrease, the risk of their dropping out of 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.

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) and further amended by AB 167 (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 seven (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 pupils that have successfully completed courses that satisfy the requirements for entrance to the University of California and California State University,
 - The percentage of pupils who have successfully completed courses that satisfy the requirements for career technical education sequences or programs that align with state board-approved career technical education standards and frameworks,
 - The percentage of pupils who have successfully completed both the university entrance and career technical courses specified above,
 - The percentage of English learner pupils who make progress towards 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,
 - The percentage of pupils who have passed an advanced placement exam with a score of “3” or higher, and
 - The percentage of pupils who demonstrate college preparedness pursuant to the Early Assessment Program (or any subsequent assessment of college preparedness).
- Pupil engagement, as measured by all of the following, as applicable:
- School attendance rates,
 - Chronic absenteeism rates,
 - Middle school dropout rates,
 - High school dropout rates, and
 - High school graduation 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 offered by the School for graduation and approved by the University of California or the California State University as creditable under the A-G admission criteria.

Note: The AB 181 (2022) amended the “triggers” for mandated tiered reengagement, generally softening them as specified below.

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, or~~ 10 percent of the required minimum instructional time over four continuous weeks of the School’s approved instructional calendar, ~~or~~ found not participatory in required ~~live interaction or~~ synchronous instructional offerings for more than ~~three schooldays in a school month as applicable to the student’s grade span, or found not participatory for 60-50~~ percent of the scheduled times of synchronous instruction in a school month as applicable to the student’s grade span, or who are in violation of their written agreement, the School shall have local programs intended to address chronic absenteeism, as applicable, procedures including at least 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 recording of ~~the absence~~ a nonattendance day 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 (2021) added a 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.

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~~a 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 change also seemed to reflect an assumption that subject schools generally offer both in-person and independent study instruction (however defined), which typically isn’t the case for many nonclassroom-based charter schools that offer only independent study. CSDC presumes that, for nonclassroom-based charter schools that do not offer in-person instruction, 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 the new mandate to allow students to return to in-person instruction while also understanding the operational challenges this may create.

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: The exceptions reflected below respond to a law that speaks to pupils who generally are enrolled in classroom-based instruction. As such, schools that do not offer classroom-based instruction may want to delete it.

Exceptions for Pupils Under Professional Care: Pupils enrolled in a comprehensive school for classroom-based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, are not subject to the tiered reengagement, live interaction, synchronous instruction, nor return to in-person instruction provisions described above. The School shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision.

Note: Independent study law has, for decades, required detailed written agreements containing a long and growing 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 in 2021 and the language below is intended to reflect them. The signature requirements were amended again in 2022. 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. CSDC also suggests carefully reviewing the school's written agreement template for congruence between the school's adopted policy and actual practice, as documented in the written agreement.

Written Agreements: A current written agreement for each independent study pupil shall be maintained on file for each participating student.

For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable.

For a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. 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.

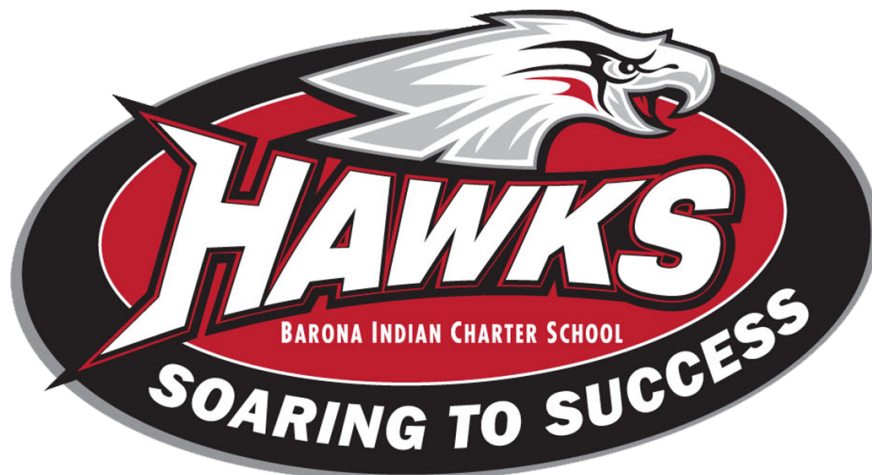
Written agreements shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent/guardian/caregiver if the pupil is less than 18 years of age, the certificated employee designated as responsible for the general supervision of independent study, and all persons who 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.

Upon the request of the parent or guardian, before signing a written agreement pursuant to this section, 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, or October 15, whichever comes later.~~

Adopted: August 16, 2021

Amended: [August 15, 2022](#)



Barona Indian Charter School Employee Handbook 2022 — 2023

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Introduction

Dear BICS Staff Member:

This Handbook is designed to help employees get acquainted with Barona Indian Charter School (hereinafter referred to as “BICS” or the “School”). It explains some of our philosophies and beliefs, and describes in general terms, some of our employment guidelines. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the school. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

This is a living document, and is subject to change, as needs warrant. Please feel free to ask any questions or to request clarification. Our goal is to provide a highly structured and professional organizational basis that will promote the highest quality education for all students. We look forward to working with all of you and I wish you the best school year.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. BICS also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

Employees must sign the acknowledgment form at the end of this Handbook, tear it out, and return it to our Administrative Assistant. This will provide the School with a record that each employee has received this Handbook.

Warm Regards,



Julie Cushman
Principal/Director

ACCIDENT REPORTS (STUDENTS AND STAFF MEMBERS)

Staff must report all student accidents to the Front Office immediately upon occurrence. The Staff member in charge of the student group and/or who witnessed the accident must contact the Health Clerk for any accidents that require more than basic first aid attention, especially for any injuries to the head and face. All employee accidents must be reported to the Office. A report must be completed and turned into the Office before the end of the work day on the date of accident. Forms are available in the Front Office.

ADDRESS CHANGES

Any staff member who has a change of address or telephone number must notify the Front Office and update their emergency card as soon as possible.

ADMIN DESIGNEE

Any time the Principal is off campus and issues arise, staff should notify the Administrative Designee (School Secretary).

AFTER HOURS ACCESS

Staff member(s) do have access to the school after hours and on the weekends. Staff members are not to share school keys with any other individual and must make sure classrooms and other doors are locked upon departure.

Experience thus far has proved that properly operated and secured sites dramatically reduce vandalism and loss of property. Your cooperation is appreciated.

ASSEMBLIES

Assemblies are for educational purposes. To be a successful assembly, the cooperation of students and teachers is a necessary ingredient. Individual students or entire classes failing to follow assembly procedures may be excluded from future assemblies.

TEACHER RESPONSIBILITIES: Prior to taking a class to an assembly, teachers must:

- Review behavior expectations and procedures to be followed during an assembly.
- Arrive on time and in an orderly fashion, as well as exit properly.
- Supervise class for the entire assembly period.
- Help maintain order and reasonable quietness before and during assembly.
- Remind students that we show appreciation by proper applause.

ASSESSMENTS

Grade level appropriate assessments such as NWEA/MAPS, DRA, Lexia, curriculum assessments, ELPAC, and Smarter Balanced Assessments/CAASPP will be used to show student progress and learning.

Data Analysis

After each assessment period, teachers through collaboration will identify students needing intervention or acceleration. Teachers will meet with the Principal, after the assessment period, to create strategies for student success based on the analysis of the assessments, curriculum, or instruction.

ATTENDANCE

EACH TEACHER MUST TAKE THE CLASS ROLL PERSONALLY. **This responsibility must not be delegated to a student.**

Procedures for taking attendance:

Teachers must take attendance using *Infinite Campus* on the computer each day and submit **before 9am**.

Tardiness:

- Students that report to class after school starts at 8:05 or later must have a tardy slip provided by Front Office staff.
- Any student that shows up without a slip must be sent back to the Front Office for one.
- If the student enters after the teacher has taken attendance, then the Front Office staff will mark the student tardy.

Independent Study Contracts:

A Contract for Independent Study (IS) is for students who enroll in independent study to accommodate health needs that require learning at home, as deemed by the parent or guardian.

- Parents must request an Independent Study contract from the school office for students as an optional education alternative to the classroom when a student is gone for 5 days.
- Parents are to give teachers and office staff 5 days advance notice when an independent study contract is needed unless the situation does not permit it.
- Independent Study contracts require that the assigned work be completed and sent in with the child upon his/her return to school.
- Independent Study Contracts may be denied for students that are struggling academically or with social/emotional behavior.
- Contracts must be filled out correctly prior to the students' departure, and all work must be turned into the teacher within the specified amount of time in order to be graded and included in the grade reporting period. According to BICS policy for TK-8th Independent Study, **no more than 10 days may elapse between when an assignment is made by the teacher and the date it is due, unless an exception is made in accordance with Charter policy.**
- Teachers will provide guidance, materials and other necessary items and resources as specified for each assignment. This includes providing access to necessary connectivity and devices adequate to participate in the educational program and complete assigned work.
- All Staff are encouraged to remind parents to complete an independent study contract once the Staff member becomes aware of a possible student absence.
- Teachers are responsible for collecting, grading and giving credit for all work.
- Students must return all assigned work to the classroom teacher.
- Teacher will grade turned in work.
- Teacher will return all work to the Attendance Clerk after it has been graded.

Releasing Students During School Day:

- Students are authorized to leave school during the school day only by the Principal, Administrative Designee, Health Clerk, Secretary, or Attendance Office Clerk. **NO ONE ELSE MAY ASSUME THIS RESPONSIBILITY. Please do not contact parents if the student is ill.** The Office will contact parents/guardians. This will alleviate any confusion with communication.
- Students who have medical or dental appointments or who are ill are released from school by the Front Office Staff or Attendance Clerk. Parents must enter the Front Office in person before the Front Office Staff sends call slip for student(s).
- The parent, not the student, must check the student out of school by signing the log in the Attendance Office before the student is authorized to leave the school grounds.
- Students must check in at the Attendance Office upon returning to school.

CAASPP TESTING

California Assessment of Student Performance and Progress (CAASPP) Testing is conducted annually in late April through early June. Third through eighth grade students take both a computer-adaptive test (CAT) and performance task (PT) in English Language Arts and Mathematics. Additionally, fifth and eighth graders take the California Science Test (CAST).

CELL PHONE POLICY**Student Policy:**

Students are allowed to have cell phones and other electronics (iPads, Kindles, etc.) in their possession while at school with the following provisions:

- Electronic items are to be turned off and turned into their classroom teacher until the end of the day.
- Devices **MAY NOT** be used under any circumstances during school hours while on campus.
- Students assume liability for their personal devices.

Students not following these guidelines will have devices taken and held by school staff as follows:

- First offense – devices will be returned to the students at the end of the day by the teacher..
- Further offenses – devices will be given to the office staff for parent pick-up only.

Teacher/Staff Policy:

Teachers may not use or answer cell phones in class during instructional time, unless it is an emergency. All lunch/recess supervisors should not use cell phones when on duty, unless it is an emergency.

CHILD ABUSE AND NEGLECT REPORTING

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a

written report thereof within thirty- six (36) hours of receiving the information concerning the incident. By acknowledging receipt of this Handbook, the Employee acknowledges he or she is a child care custodian and is certifying that her or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

All BICS staff must report when they suspect or know that a child has been the victim of abuse/neglect. Failure to report is a misdemeanor and punishable by confinement in jail or a fine, or both. Suspected instances of child abuse must be reported by telephone, (858) 560-2191 or by fax (858) 694-5240 as outlined above to the Child Abuse Hotline. All reports are kept confidential. By law, Child Support Services cannot reveal the name of the person who filed the report.

Please contact the Principal if you need assistance. You are not to investigate the alleged abuse. Your role is to report the issue in a professional and confidential way. REMEMBER, this is the LAW!

CLASSROOM MANAGEMENT

Each teacher/staff member is responsible for establishing his/her classroom rules and expectations for student behavior and achievement. Teachers are expected to manage their classrooms (this includes communication) through the use of Infinite Campus and other messaging platforms with parents regarding classroom management. However, certain standards have been established school- wide. These are as follows:

- Students must be in their seat, ready to learn when the school day starts or they are considered tardy.
- Students are **not** permitted to have food or drink in the classroom, except water bottles. Students may be allowed to eat in the classrooms during Rainy Day/Excessive Heat schedules.

CLOSED CAMPUS

Barona Indian Charter School is a closed campus. No student may leave the school grounds without special permission from the appropriate personnel. Adult visitors must register in the Front Office to obtain an official visitor's pass, this includes relatives and acquaintances of staff members. There are no exceptions to this rule.

COMMITTEE RESPONSIBILITIES AND OBLIGATIONS

Administration may recruit for additional committees as needed. Staff members may be assigned to Committees/Events each year.

COMMUNICATIONS: PARENTS, PUBLIC, ETC.

All public communications (information to the entire class or public) must be cleared by the administrator and the office must be given a final copy before the information is released. Positive communication with students' homes is heartily endorsed. PLEASE ENSURE THAT YOU HAVE USED PROPER GRAMMAR AND CORRECT SPELLING WHEN COMMUNICATING WITH PARENTS AND THE PUBLIC. Staff members are encouraged to have a second staff member proofread documents, such as newsletters and website postings, before they are circulated.

Memos written to an individual must only go to that individual. If you have written a memo to an individual and want to copy the memo to others, you must get their permission first. You could be liable for improper communication or improper use of communication.

Any communication sent home on school letterhead must have administrative approval prior to distribution.

COMPUTER BASED PROGRAMS

Instructional minutes should only be used to teach and learn state standards. This includes computer-based programs and software. All programs utilized during instructional time must be CA standards-based, provide baseline data, and monitor growth through benchmark assessment data. Teachers must run reports periodically and make appropriate instructional decisions based on this data. Programs are not to be used as fillers or game time. Principal approval is required for any new programs that are not promoted school wide.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

BICS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. BICS then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. BICS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

CONFIDENTIAL INFORMATION

All information relating to students' personal information, schools attended, addresses, contact numbers, and progress information is confidential in nature and may not be shared with or distributed to unauthorized parties. All records concerning special education students shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

CONFLICT OF INTEREST

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Principal, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

COPIES

Each teacher is allowed to make their own copies. Please be aware of paper consumption and that you are not making excessive amounts of copies.

CRIMINAL BACKGROUND CHECKS

As required by law, all individuals working or volunteering at the BICS will be required to submit to a background criminal investigation. No condition or activity will be permitted that may compromise the School's commitment that the safety and well-being of students takes precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction to the Principal.

CUMULATIVE RECORDS

The material contained in students' cumulative record folders is strictly confidential, but is available for parents to read in accordance with applicable law. Teachers should refrain from making comments of a subjective nature about students or their parents. Cumulative records are kept in the Front Office. An administrator should be consulted if there is a parent request to review the information contained in a cumulative folder. A school official should be present for review or release of information.

Staff must properly check out a cumulative folder and return it to the proper location on the same day. Cumulative folders must be reviewed in a private location, but cannot be checked out overnight.

CUSTODIAL SERVICES

The school custodial staff consists of one full-time day campus supervisor and (contracted) night custodial crew. Staff can help the custodial/janitorial staff accomplish their tasks more efficiently by:

- Having students pick up trash and supplies from floor
- NO GUM in the classrooms
- Keeping desk and table tops clean
- Keeping all tops of bookshelves, closets, and sink counter area clear

This will allow the custodial staff the time needed to accomplish all required tasks. In return, the faculty will have cleaner and more attractive rooms. If staff members notice anything in need of repair, please email the Office Staff

DISCIPLINE AND TERMINATION OF EMPLOYMENT

For all employees, the following applies:

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises. Gambling on School premises.
8. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
9. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
10. Excessive absenteeism or tardiness excused or unexcused.
11. Posting any notices on School premises without prior written approval of administration, unless posting is on a School bulletin board designated for employee postings.
12. Immoral or indecent conduct.
13. Conviction of a criminal act.
14. Engaging in sabotage or espionage (industrial or otherwise)
15. Violations of the sexual harassment policy.
16. Failure to report a job-related accident to administration or failure to take or follow prescribed tests, procedures or treatment.
17. Sleeping during work hours.
18. Release of confidential information without authorization.
19. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
20. Refusal to speak to supervisors or other employees.
21. Dishonesty.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. BICS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for you to terminate your at-will employment with the School, please notify the Principal regarding your intention as far in advance as possible.

When you terminate your at-will employment, you will be entitled to all earned but unused vacation pay. If you are participating in the medical and/or dental plan, you will be provided information on your rights under COBRA.

Employment At-Will

For all employees, except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered "at-will" employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to

have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create an expressed or implied contract of employment for a definite period, nor an expressed or implied contract concerning any terms or conditions of employment.

Policy Prohibiting Unlawful Harassment

BICS is committed to providing a work and educational atmosphere that is free of unlawful harassment. BICS’s policy prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. BICS will not condone or tolerate harassment of any type by any employee, independent contractor or other person with whom the School does business. This policy applies to all employee actions and relationships, regardless of position or gender. BICS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, religion or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
Deferential or preferential treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the School. BICS is committed to provide a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (1) submission of the conduct is either made explicitly or implicitly a term or condition of an individual’s employment; (2) an employment decision is based upon an individual’s acceptance or rejection of that conduct; (3) that conduct

interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees and students are expected to act in a positive and professional manner and to contribute to a productive School environment that is free from harassing or disruptive activity. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Principal. See Appendix A for the "Harassment Complaint Form." See Appendix B for the general "Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint or reporting sexual harassment.

BICS will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

While in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities.

DRUG-FREE WORKPLACE

BICS is committed to providing a drug, alcohol, and smoke free workplace and to promoting safety in the workplace, employee health and well-being, and a work environment that is conducive to attaining high work standards. The use of drugs, tobacco, and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drugs, tobacco, or alcohol use in the workplace is extremely harmful to workers.

The bringing to the workplace, possession, or use of intoxicating beverages or drugs on any School premises is prohibited and will result in disciplinary action up to and including termination.

E-MAIL

In an effort to keep staff meetings to a minimum, most day to day operational “housekeeping” items will be communicated via email. Therefore, all staff must check their email at least twice per day, once in the morning and once before leaving at the end of the day.

Use of E-Mail, Voicemail, and Internet Access:

BICS will permit employees to use its electronic mail, voicemail systems and Internet access subject to the following:

1. The E-mail system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
2. Employees should not attempt to gain access to another employee’s personal file of E-mail or voicemail messages without the latter’s expressed permission
3. School staff will not enter an employee’s personal Email files or voicemail unless there is a business need to do so. BICS retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School’s ability to access any message at any time.

EMERGENCY DRILLS

Safety drills for intruders on campus, earthquakes, and fires will be held. **ALL DRILLS MUST FOLLOW PROTOCOLS AND PROCEDURES OF BICS Comprehensive Safety Plan**

EMPLOYEE SOCIAL MEDIA/BLOGS

If an employee decides to keep a personal blog that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including its computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be adhered to;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material, and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous, or slanderous comments when discussing the School, the employee's supervisors, co-workers, and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against sexual harassment and retaliation;
- BICS reserves the right to take disciplinary action against any employee whose blog violates this or other School policies.

EMPLOYEE WAGES AND BENEFITS

Employee Wages:

For all employees, the following applies:

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the Principal and HR personnel to explain them to you.

You may change the number of withholding allowances you wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Principal. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from

paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Principal and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Overtime Pay

Staff may be paid extra for time spent on clubs, tutoring, or other school events. All overtime work must be previously authorized by the Principal. An "Extra Work Agreement" will be submitted to payroll for these extra hours.

Paydays

Paydays for all employees are scheduled on the last working day of each month. If you observe any error in your check, please report it immediately to the Principal.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of your earnings in their favor.

You are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning you, the Principal will discuss the situation with you.

Medical Benefits:

For all employees, the following applies:

Eligibility

BICS provides an employer sponsored group health insurance program for all full and part-time employees. The coverage will become effective on the first day of the month coinciding with the completion of 60 days of employment. BICS shall provide Kaiser Foundation Health Plan to eligible employees and eligible dependents. BICS shall provide a dental and vision benefit plan option as well.

COBRA Benefits:

Continuation of Medical and Dental

Terminated employees may continue group health insurance coverage at their sole expense for up to eighteen(18) months after leaving their employment with the Charter School.

ENERGY CONSERVATION

Continued increases in energy costs make it imperative that all efforts are made to conserve energy. Please turn off lights and other items that drain power whenever your room or office is not in use. Also remember that if air conditioning and heating systems are not a necessity, please refrain from use.

EQUIPMENT

Equipment shall not be removed from the school grounds without prior approval of the Principal or Administrative Assistant. Laptops may be checked out with the Principal's approval over the summer.

FIELD TRIPS

Worthwhile field trips result only from the careful planning and the cooperation of all parties involved. State law prohibits charging students for educational trips during the school day. Donations may be accepted for the activity.

Teachers planning field trips must submit to the Principal for approval.

Reasons for Field Trips:

All "school sponsored" trips must be school related, social, cultural, academic, or athletic activities with an educational purpose. Field trips are not authorized for participation in promotion of commercial enterprises, or for attendance at commercial establishments primarily for entertainment.

Transportation:

In accordance with established policy, transportation, whenever possible, shall be by chartered school bus carrier. Parent and staff private cars are authorized by BICS to be used for transporting students with principal approval following approved Board policies.

Use of employee private cars and drivers must be approved by the principal. The number of passengers may not exceed eight persons, including the driver. Employees using private automobiles on student business, including transportation of students on a frequent basis, should advise their insurance agent. Employees using private cars must be aware of their liability. The school's insurance coverage takes effect only after the owner's insurance company, as the primary carrier has paid. In the event of an accident with injury and the employee driving the car is found negligent; the school insurance does not cover medical expenses for the occupants of the owner's car nor cover physical damage to the owner's vehicle. The owner must carry liability insurance available to him/her for this purpose. BICS does not authorize the use of private cars for persons supervising school activities without proof of proper driver's license and insurance. All drivers must have TB and fingerprint clearance. Parent volunteers may need to switch with other volunteers as necessary. All selections are made and authorized by the school prior to the event. While aboard the bus, all students are under the authority of and directly responsible to the driver of the vehicle. When requested by the driver, supervisors may assist.

Preparations for Field Trips:

Students who fail to turn in their permission slip will **not** be permitted to participate in the activity and must stay on campus.

Note: In order to be given final authorization, all appropriate signatures must be obtained and the

*full list of all student participants **must be turned in advance** of the field trip. Additionally, there can be no field trips the week prior to benchmark exams, during benchmark exams, or during any school testing periods.*

The teacher will wish to discuss the following points with an administrator well in advance of the date of the trip:

- Reason for taking the trip and connection to CA state standards
- Location where the group desires to go
- Itemized transportation costs, including substitute needs
- Number of students attending trip
- Time of departure and time of pickup for return trip to school
- The amount of supervision that will be available with the group of students
- Provide a list of students that will not be attending the field trip, along with the classroom location of where they will be placed for the remaining of the day

Activity Request:

- Requests for field trips can be made by emailing the Principal for approval. Allow three weeks minimum for arrangements and bus company scheduling.
- Secure permission slip forms available in the Front Office. Have them properly filled out and filed with the Front Office.
- All contact with the transportation companies will be made through the School Office
- Arrangements should be made for students who are not going on the trip. Work should be planned so that regular instructional programs are available.
- Teachers should contact parents/guardians by phone and in writing several days in advance if their student fails to meet the required criteria for the trip such as behavior, attendance, homework completion, teacher recommendation etc. Days and Times of contact should be recorded.
- Several days before the field trip, the teacher shall give the following information to the Office:
 - Number and names of students participating
 - Names of adults going on the trip
 - Copies of student permission slips with signatures and emergency contacts.
 - Upon return to school, the teacher will notify the office as to the return of students who went on trip and whether any injuries occurred.

Field Trip Supervision:

A certificated person must be present on each bus. The certificated person is responsible for enforcing all school rules and regulations during the trip. The certificated teacher planning the field trip/extra or co-curricular activity must attend the activity from the start time until the ending time. This includes trips/activities on weekends and after school hours. If students are returning to school after the school day ends, the teacher must remain with the students until all of them have been picked up by the appropriate parent or guardian.

BICS employees or volunteers shall not consume alcohol or use controlled substances (except for medications taken under a physician's orders) while accompanying and supervising students on a field trip or excursion.

Any injuries or unusual incidents occurring during the field trip or excursion shall be

documented in writing by the sponsoring teacher or other BICS employee accompanying the field trip or excursion.

Student Conduct:

To ensure the safety of students, the following guidelines have been developed:

- All school rules apply on field trips. Students should be reminded that they represent our school on field trips.
- Teachers/Staff must discuss appropriate behavior and attire prior to the day of the trip.
- Horseplay, practical jokes, harassment, taunting, rough play, aggressive or violent behavior, profanity, viewing of pornographic material and use of alcohol or controlled substances during the field trip or excursion are strictly prohibited.
- All students must go and return by approved transportation unless permission has been granted for the student to ride with his/her own parents. This permission must be obtained from the principal before leaving.
- The bus driver is in charge while students are on the bus; students must obey the driver.
- Teachers should ensure that students know exactly where and when the bus will pick them up and should check the roll when the students board the bus for the return trip. **Be sure every student is aboard before you allow the driver to leave.**

FUNDRAISING/DONATIONS

Any donations must be approved by the Principal. All school fundraisers must be approved by the Principal and must be in accordance with Board Policy and Procedures.

GRADING

Elementary Standards-Based Report Cards:

Elementary report cards are submitted three times per year and are based on proficiency of grade-level standards. Students receive 4 (Exceeds Standard), 3 (Meets Standard), 2 (Approaching Standard), 1 (Does Not Meet Standard), or NA (not assessed) individual standards. Please refer to the CA Grade-Level Standards for cluster and standard information. Additionally, students will receive marks for citizenship and effort in class.

Middle School Grading Guidelines:

Grades will be given on academics and citizenship each trimester. The following guidelines will be followed campus-wide:

1. Grades will be based on California Common Core State Standards.
2. Teachers will communicate grading policies to students and parents in writing as part of the class orientation at the beginning of each year or semester.
3. Students will be given a **variety of ways** to indicate knowledge, mastery standards and/or performance of skills. Assessments may be based on portfolios, group interaction, problem solving, oral presentations, written exams, and essays. Class attendance and participation may be included as part of the minimum academic standards a student must meet.

4. The following is recommended regarding **make-up work for a student returning from suspension**. Teachers must arrange for the student to take a major test or complete a major project that was interrupted by the suspension. Teachers also are encouraged to allow the student to make up other work for credit.
5. **Grades are cumulative**. Thus, the grade entered on the student's official transcript must reflect the cumulative efforts of the grading period.

Incompletes: Incompletes are *not* to be given for fines, money owed, or equipment not returned. They are to be given only in cases of medical or other legitimate absences that make it impossible to give a grade at the end of the grading period.

Use of grades other than A, B, C, D and F: On the grade sheets which you will receive at the end of each grading period are several options other than the letter grades of A, B, D, C, and F. These other grades are to be used as follows:

Incomplete

To be used only in cases of absence for medical reasons or other extenuating circumstances which make it impossible to give a grade, but which leave room for the student to earn a grade within the 3-week deadline.

HEALTH AND SAFETY POLICY

BICS is committed to providing and maintaining a healthy and safe work environment for all employees.

You are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. You are required to report immediately to the Principal any potential health or safety hazards, and all injuries or accidents. In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

HEALTH CLERK OFFICE

If students are in need of medical attention, please send them to the Health Clerk's office. Please adhere to the following protocols:

- Please complete a pass to send the student to the office. DO NOT contact parents directly. The Health Clerk will contact parents.
- If the need is life threatening, call 911 first, then notify the office. Provide first aid at the level of which you are capable, and always notify the office if they need to direct any medical vehicle.
- Each classroom should have a first aid kit. Please use this for minor first aid as outlined in the School Safety Plan.
- The Health Clerk can give students medications with a doctor's authorization. This includes acetaminophen, ibuprofen, and Benadryl. Please do not allow students to carry these or any other medications. Confiscate and report immediately if a student is giving medication to another student.
- The Health Clerk tracks the number of students' visits: type of complaints, duration of the visits, time, teacher, etc. Statistics are available for review upon request.
- Please do not give the student a medical diagnosis. Disease germs have mutated quite a bit in the last few years. Red eyes on this campus are mostly allergies, a sty or a cold, not bacterial conjunctivitis. If you see any of the following signs and symptoms:

bloodshot, oozing, non-focusing eyes, early morning stomach and headaches; inability to stand straight, lack of coordination, PLEASE send them to the Health Clerk immediately!

- If you suspect drug use because of student behavior without seeing actual drugs or paraphernalia, please refer the student to the Principal or Counselor.
- All medications, whether prescription or over the counter, must be locked in the Office.
- Students who receive daily medications can be sent to the Office for administering medication.

HOLIDAYS, VACATIONS, AND LEAVES

For all employees, the following applies:

Holidays

BICS calendar reflects any and all holidays observed by the School. The following holidays are generally observed by BICS.:

- New Year' Eve
- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Lincoln's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Native American Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Religious Holidays

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Principal. The employee will be paid if the religious holiday is taken as an earned vacation or personal necessity day as applicable. Employees on any leave of absence do not earn holiday pay.

Unpaid Leave of Absence

BICS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

If you are currently covered, medical, and dental coverage will remain in force during a medical or worker's compensation leave of absence, provided you pay the appropriate premiums. Whether you are required to pay your own premiums will depend upon the length of your leave of absence. During a family/medical leave, your medical and dental benefits will remain in force provided you pay the appropriate premiums. Benefits are terminated the day any other type of

leave begins.

Sick Leave

Sick leave is a form of insurance that full-time employees accumulate in order to provide a cushion for incapacitation due to illness or injury. It is intended to be used only when actually required to recover from illness or injury. Time off for medical and dental appointments will be treated as sick leave. BICS will not tolerate abuse or misuse of your sick leave privilege.

BICS provides paid sick leave to full-time employees for periods of temporary absences due to illness, injury, or disability. Eligible employees may use up to two (2) days per school year of accumulated sick leave for personal business. Normally, forty-eight hours advance notice shall be required and such leave may not be used the day prior to or after a holiday or school recess period. Such leave shall not be used to participate in any concerted activities. If you are absent longer than three (3) days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School will be required before the School honors any sick pay requests. BICS may withhold sick pay if it suspects that sick leave has been misused.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to 12 work weeks (or 26 workweeks when indicated) of FMLA leave in any 12-month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

- Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by the School for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.

- Events That May Entitle an Employee to FMLA Leave

The 12-week (or 26-week where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of 12 weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury.

4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty in the Armed Forces.
 5. To provide care to a covered service member (U.S. Armed Services) with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin of the employee. The employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
 6. A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.
- Amount of FMLA Leave Which May Be Taken
 1. FMLA leave can be taken in one or more periods, but may not exceed twelve (12) work weeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
 2. An employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces member shall be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the Armed Forced member.
 3. The “12-month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
 4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement.
 - Pay during FMLA Leave
 1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave and may use any or all accrued paid vacation time at the beginning of any otherwise unpaid FMLA leave period.
 2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued paid leave at the beginning of any otherwise unpaid FMLA leave.
 3. If an employee has exhausted all their sick leave, leave taken under FMLA shall be unpaid.
 4. The receipt of vacation pay, sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Vacation pay and sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.
 - Health Benefits

The provisions of the School’s various employee benefit plans govern continuing

eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

BICS may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if he/she works less than thirty (30) days after returning from FMLA leave; and
 2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.
- Seniority
 1. An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced.
 - Medical Certifications
 1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request until such certification is provided.
 2. The School may contact the employee’s health care provider to authenticate or clarify information in a deficient certification if the employee is unable to cure the deficiency.
 3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
 4. Re-certifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required re-certifications can result in termination of the leave.
 - Procedures for Requesting and Scheduling FMLA Leave
 1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Principal/ Board. An employee asking for a Request for Leave form will be given a copy of the School’s then-current FMLA leave policy.
 2. Employees should provide not less than thirty (30) days notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an

emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified, which has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.
 7. In most cases, the School will respond to an FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within five (5) business days of receiving the request, absent extenuating circumstances. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
 2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
 - Limitations on Reinstatement
 1. BICS may refuse to reinstate a "key" employee if the refusal is necessary to prevent

substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.

2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.
- Employment during Leave
 1. An employee on FMLA leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria:
 1. To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.
 2. Events That May Entitle an Employee to Pregnancy Disability Leave:
The four-month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:
 1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
 2. The employee needs to take time off for prenatal care.
- Duration of Pregnancy Disability Leave:
Pregnancy disability leave may be taken in one or more periods, but not to exceed (4) four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five eight-hour days per week, four months means 693 hours of leave (40 hours per week times 17 1/3 weeks). Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

- Pay during Pregnancy Disability Leave
 1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
 2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.
 3. Vacation pay and sick pay accrued during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.
- Health Benefits

BICS shall provide continued health insurance coverage while an employee is on a PDL leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a 12-month period. BICS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

 1. The employee fails to return from leave after the designated leave period expires.
 2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking CFRA leave.
 - The continuation, recurrence or onset of a health condition entitles the employee to CFRA leave or other circumstances beyond the employee's control.
- Seniority
 1. An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service.
 2. When an employee returns from pregnancy disability leave, he or she will return with the same seniority he or she had when the leave commenced.
- Medical Certifications
 1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
 2. Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertification can result in termination of the leave.
- Requesting and Scheduling Pregnancy Disability Leave
 1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
 2. Employees should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
 6. In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
 2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
 3. Before an employee will be permitted to return from pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
 4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
 - Employment during Leave
 1. An employee on pregnancy disability leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

BICS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure you receive any worker's compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to the Principal;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Principal;
- Provide the School with a certification from your health care provider regarding the need for workers' compensation disability leave as well as your eventual ability to return to work from the leave.

It is the School's policy when there is a job-related injury, the first priority is to insure that the injured employee receives appropriate medical attention. BICS, with the help of its insurance carrier, has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Principal and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.

Military and Military Spousal Leave of Absence

BICS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable. If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, the employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

BICS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

BICS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Full-time employees who have worked for more than thirty (30) days are entitled to a leave of up to five (5) workdays per school year without loss of pay due to a death in the immediate family. Paid bereavement leave is available only to a full-time employee who has been working at BICS for twelve (12) consecutive months or one full academic school year. For purposes of this policy, an immediate family member shall be limited to the following: mother; mother in law; father; father in law; husband; wife; son; son in law; daughter; daughter in law; sister; sister in law; brother; brother in law; grandmother; grandfather or grandchildren of the employee or spouse or any relative living in the immediate household of the employee, or anyone who, over a period of time, has held the place of an immediate family member to the employee or spouse.

Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. If an employee requires more than three (3) workdays off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued sick leave.

Jury Duty or Witness Leave

For certificated employees, the School will pay for time off if you are called to serve on a jury. For all classified employees, the School will pay for up to three (3) days if you are called to serve on a jury.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Principal notice in advance.

Bone Marrow/Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five work days off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a 12-month period. ●

- Employee Eligibility Criteria
 - To be eligible for bone marrow or organ donation leave ("Donor Leave"), the

employee must have been employed by the School for at least ninety (90) days immediately preceding the bone marrow or organ donation leave.

- Procedures and Conditions for Requesting and Scheduling Bone Marrow or Organ Donation Leave
 1. An employee requesting Donor Leave must provide written verification to the School that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.
 2. An employee must first use his or her earned but unused sick or vacation leave for bone marrow donation and two (2) weeks' worth of earned but unused sick or vacation leave for organ donation. If the employee has an insufficient number of sick or vacation days available, the leave will be considered paid time off.
 3. Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent seniority status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave.
 4. A Donor Leave is not permitted to be taken concurrently with an FMLA Leave.

School Appearance and Activities Leave

As required by law, the School will permit an employee who is a parent or guardian of school children, from kindergarten through grade twelve (12), or a child in a licensed day-care facility, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school. If more than one parent or guardian is an employee of BICS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advance notice of the planned absence. The employee must use accrued but unused sick or vacation time to be paid during the absence.

Returning from Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Principal thirty (30) days notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed.

If an employee fails to return from a leave of absence on the date agreed and does not provide medical information to justify the continued absence, it will be assumed that the employee has voluntarily resigned.

If you need further information regarding Leaves of Absence, be sure to consult the Principal.

HOMEWORK POLICY

Homework represents a tangible tie between the home and the school. For most parents, their only knowledge of the teacher's professional competency is the quality of homework brought home by their children. Homework assignments should be reasonable, specific, reinforce classroom learning, and relate to each student's needs and abilities. Meaningless drill and blanket assignments of "read the chapter and answer the questions at the end of it" provide the poorest example of a teacher's performance. On the other hand, assignments that are extensions of the ongoing program truly optimize a teacher's ability to plan an educational program that transcends the classroom period. The homework policy should be posted, and must be sent home during the first week of school. If homework is assigned, it should only be four (4) days per week, Monday through Thursday.

INTERNAL COMPLAINT REVIEW

Specific complaints of unlawful harassment are addressed under the School's "Policy Against Unlawful Harassment" (found under Discipline and Termination of Employment section).

Internal Complaints:

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a coworker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Principal or designee:

1. The complainant will bring the matter to the attention of the Principal as soon as possible after attempts to resolve the complaint with the immediate co-worker have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Principal or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Principal, the complainant may file his or her complaint in a signed writing to the Chairman of the Board of Directors of the School, who will then confer with the Board and may conduct a fact-finding or authorize a third-party investigator on behalf of the Board. The Board Chairman or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequences to employment.

Please see Appendix B for Internal Complaint Form.

Policy for Complaints Against Employees:
(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Principal or Board Chairman (if the complaint concerns the Principal) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, the Principal (or designee) shall abide by the following process:

1. The Principal or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Principal (or designee) finds that a complaint against an employee is valid, the Principal (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Principal's (or designee) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board of Directors shall be final.

General Requirements:

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Principal) or the Principal or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

KEYS

Staff must take every precaution to see that keys do not get lost, stolen, or misplaced. They are not to be left in your mailbox or desk. **Teachers are not allowed to give keys to students at any time.** In some cases, rooms will be opened by the campus supervisor or Front Office Staff for substitutes. Report any lost key(s) to the Front Office immediately.

Keep your classrooms and/or offices locked during all times when you are out, including lunch time and prep period. **Students are never permitted to remain in the classroom unsupervised.** Be absolutely certain that you lock your room/office upon leaving it at the end of the school day. **Reminder: TURN OFF YOUR LIGHTS AND CLOSE THE WINDOWS.**

LEADER IN ME (LiM)

BICS is a Leader in Me (LiM) School. The purpose of LiM is to create a culture of leadership and accountability among staff, students, and our BICS community. Staff are required to participate in LiM events, training, and goal setting.

All staff are expected to model the seven habits in their actions and interactions with peers and students. Teachers are expected to teach The First Eight Days with fidelity during the first eight days of school. Teachers will then teach a LiM lesson at least one time per week.

LEAVING CAMPUS TEMPORARILY

All staff are expected to be on campus for the entire workday (excluding a 35 minute, duty-free lunch) including prep period. Those wishing to leave campus for any reason need to notify the Front Office or School Secretary. The beginning and end of the regular workday is the same for all full time teachers, regardless of prep period. In case of emergency, the administration must know the location of staff members at all times.

LIBRARY SERVICES

Promoting literacy and the love of reading is a priority at BICS. Therefore, teachers must bring their classes to the library, at a minimum, once per week. Teachers are given a library schedule. Students will be able to check out a **maximum** of two books and fines will be charged for overdue materials.

LOST AND FOUND

Items of great value and large sums of money should never be brought to school. Valuables (such as a wallet, cell phone, watch, purse, jewelry, etc.) will be kept in the Front Office if they are turned in. Lost clothing is kept on the rack near the restrooms. The school will not be held responsible for items lost, stolen, or left at school.

MAIL

Each staff member has a mailbox in the school office. It is important that you check your mailbox before school, prior to leaving school each day, and at other times at your convenience.

MASTER CALENDAR

A master calendar of all school activities is kept on Google Calendar under "BICS Staff Calendar." All activities must be approved by the Principal or Admin Designee. All scheduled activities must be recorded on the calendar during the month preceding the date of the activity.

MASTER BELL SCHEDULE

Monday - Thursday		Friday	
8:00	School Starts	8:00	School Starts
9:10 – 9:40	Physical Education 1 st Grade	8:20 – 9:00	Physical Education 7 th /8 th Grade
9:45 – 10:00	Snack/Recess (K, 1 st , 2 nd) (Back Playground)	9:10 – 9:40	Physical Education 1 st Grade
10:05 – 10:20	Snack/Recess (3rd – 8th) (Back Playground 3rd – 5th) (Front 6th – 8th)	9:45 – 10:00	Snack/Recess (K, 1 st , 2 nd) (Back Playground)
10:05 – 10:35	Physical Education 2 nd Grade	10:05 – 10:20	Snack/Recess (3rd – 8th) (Back Playground 3rd – 5th) (Front 6th – 8th)
10:40 – 11:10	Physical Education Kinder	10:05 – 10:35	Physical Education 2 nd Grade
11:15 – 11:45	Physical Education 3 rd /4 th Grade	10:40 – 11:10	Physical Education Kinder
12:00 – 12:35	Lunch (K-5 Back Playground) (6th – 8th Front)	11:15 – 11:45	Physical Education 3 rd /4 th Grade
12:40 – 1:20	Physical Education 5 th /6 th Grade	12:00 – 12:35	Lunch (K-5 Back Playground) (6th – 8th Front)
1:25 – 2:10	Physical Education 7 th /8 th Grade	12:40 – 1:20	Physical Education 5 th /6 th Grade
2:30	Dismissal	1:30	Dismissal

Revised 7/13/2022

MORNING ROUTINE

Each class will meet at the flagpole watch day at 7:55am to recite the Pledge of Allegiance (Students who do not salute the flag will be required to sit or stand quietly and respectfully.) Each week a new class will lead the school in the Pledge. A schedule will be posted in the Office.

PARENTS AS PARTNERS

Parents and teachers complement each other's efforts in the education of young people. Open communication is basic to our success, and it is vital that parents be contacted as soon as problem areas become apparent. Teachers need to notify parents by phone as soon as any of the following occur:

- 1) Excessive absences/tardies
- 2) Serious academic problems, i.e., failure to turn in work or low test scores.
- 3) Persistently disruptive behavior.
- 4) Discipline referrals.

Phone calls and emails from parents should be returned within 24 hours, but preferably on the same day of the contact. Teachers need to check messages and e-mails daily.

One of the most positive steps a teacher can make is to contact a parent when a student does extremely well or works hard at a challenging task. Parents hear too little of the "good stuff." Teachers should strive to make two "Good Calls" per week to highlight student successes.

Parent Conferences:

Building community and partnering with BICS families are a top priority. Therefore, all teachers are required to hold parent conferences with 100% of their students' guardians during each conference period. We owe it to our families to have a formal sit-down meeting and thoroughly discuss their child's education.

Each teacher must turn in a parent sign in sheet to the Front Office staff. Office Staff is responsible for keeping copies of sign in sheets in the Parent Involvement Binder.

Tips for Parent Conferences/Phone Calls:

Contacting parents when a son or daughter is not doing well academically or behaviorally can be difficult. The longer a problem persists before making contact, the more difficult the session is likely to be. Therefore, it is important to contact parents in a timely fashion.

Parent conferences should **not** be held in the Office lobby or faculty lounge. The lack of privacy makes both of those settings uncomfortable for parents. Instead, conferences should be held in the classroom. The Multipurpose Room, if available, or other location that affords privacy may also be used.

Once you have made contact, you can help make the meeting or phone call productive in a number of ways, including the following:

- Stay calm. Chances are the parents may already be upset with the student. They need to see that they're dealing with an adult who's in control of him/herself. If you're upset, don't let them see it.
- LISTEN. This is a fairly sure, safe way to calm the parent down. Let them vent until they run down. Don't debate. Don't make accusations. Don't point out anything they might perceive as flaws in their child-rearing practices.
- Ask appropriate questions. ("What do you expect from Joe in school?" "How can we help you with that?" "What does Joe say the problem is?" "What has worked when Joe has had problems like this in the past?")
- Be specific and factual in describing the problems the student is experiencing and/or presenting in your class. ("Yesterday, during a lecture on the causes of World War II, Joe interrupted me with remarks which were inappropriate twice, got out of his seat to sharpen his pencil once, and threw a piece of paper at his friend," **instead of** "Joe is always disrupting my fascinating lectures.")
- Be specific in your expectations. ("I require students to take notes during class. I will examine their notebooks at specified times throughout the semester.")
- Make it clear that you want what is best for the student while at the same time fulfilling your responsibility to the entire class. ("I would like to see Joe stay in the class and earn at least a C. Do you have any ideas about how we can help him do this without interfering with the other students?")
- If you've erred, say so. ("Wow, you're right. I *did* forget to include the points Joe earned on that 100-point project in his grade. I'll re-figure that right now.")
- Encourage the parent to stay in touch with you. If the problem is an academic one, suggest that the student be required to take a progress report home every week or two.
- Teachers are recommended to give their school phone number and email address on all policy and grading procedures that go home to parents.

If the parent is angry or dissatisfied at the end of your meeting or conversation, be sure to let the Principal know immediately; provide background on the problem, the steps you have taken to correct it, and your

contacts with the parent so that administrator may be prepared to respond appropriately. Email communication with the Principal is preferred.

PARKING

There is staff parking located between the rec pool and the tennis courts, as well as parking in the front. The parking near the Office is reserved for visitors

PARTIES

Birthday parties are important and can be celebrated. Parents may bring sealed, store-bought items for the class. Parents bring items to the Office. Teachers may pick up the birthday treats from the Office.

PERSONAL BUSINESS

BICS's facilities for handling mail and telephone calls are designed to accommodate School business. Please have your personal mail directed to your home address and limit personal telephone calls to an absolute minimum. Do not use School material (including social media), time, or equipment for personal projects. All personal business should be handled outside of the work day.

PERSONNEL EVALUATION AND RECORD KEEPING

For all employees, the following applies:

Employee Reviews and Evaluations:

Each employee will receive periodic performance reviews conducted by the Principal. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with the Principal, and that you are aware of its contents.

On a periodic basis, the Principal will review your job performance with you in order to establish goals for future performance and to discuss your current performance. Newly hired employees may have their performance goals reviewed by the Principal within the first ninety (90) days of employment.

Personnel Files and Record Keeping Protocols:

At the time of your employment, a personnel file is established for you. Please keep the Principal advised of changes that should be reflected in your personnel file. Such changes include: change in address, telephone number, and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact you should the change affect your other records.

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. You also have the right to obtain a copy of your

personnel file as provided by law. You may add your comments to any disputed item in the file. BICS will restrict disclosure of your personnel file to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Principal. Only the Principal or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

PLANNERS/TAKE HOME FOLDERS

Students are encouraged to write in planners on a daily basis for every subject. Teachers are responsible for checking planners on a weekly basis.

PROFESSIONAL ATTIRE

- At BICS, we pride ourselves on setting high standards for our students. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.
- BICS encourages staff, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all staff shall adhere to the following standards of dress:
- Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted. Dresses or skirts should be an appropriate, professional length.
- Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length.
- All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage. Straps should be wider than two inches for tank tops, including active attire.
- For safety purposes, jewelry must be appropriate and safe for the position.
- Clothing or jewelry with logos that depict and/or promote gangs (as defined in Cal. Ed.Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- Appropriate shoes must be worn at all times. Shoes or sandals have to be safe and appropriate for the position.
- P.E. staff are permitted to wear appropriate athletic attire daily, unless directed by BICS.
- On Teacher Work Days, staff are permitted to dress appropriately to the activity (including athletic attire), unless directed by BICS.
- Staff is encouraged to participate in Spirit Day by wearing BICS shirts or red/black clothing.

PROFESSIONAL CONDUCT

All staff will conduct themselves in a professional manner at all times. This includes appropriate dress, language, manner of speaking to students, and topics of discussion.

PURCHASING MATERIALS

Principal approval must be obtained prior to any purchases. Purchase request forms can be found in the workroom. Once the purchase request has been approved, a staff member is able to go out and purchase the items or he/she can place a catalog order with the Administrative Assistant. No teacher or student may purchase or charge any item to be paid for by the school without prior permission. Teachers will be given money for classroom funding to be used for classroom supplies. **Receipts for classroom startup funds should be submitted to the Office in December.**

RECYCLING

BICS has a recycling program. Each classroom has a blue recycling bin that should not be used as a trash can. Every Friday we have a school-wide collection day. Proceeds from the recycling program benefit the Go Green Team. The Go Green Team are responsible for collecting recyclables from classrooms, sorting, and storing items.

REIMBURSEMENT REQUESTS

Reimbursement forms are located in the mail room. Please attach all original receipts and purchase requests. All purchases must be approved by the Principal prior to purchase. Reimbursement must be processed within 30 days of purchase. Any reimbursement turned in after the 30 days from purchase will not be processed.

RELATIONS WITH STUDENTS

It is generally *not* appropriate to discuss one's personal life with students; instructional time should be reserved for instruction. Teaching is often difficult when one is experiencing personal problems. Staff are encouraged to speak with a counselor, administrator, or other colleagues, or to seek professional help if personal issues are causing problems.

Profanity on campus is never acceptable, nor are any put-downs, overly sarcastic remarks, derogatory statements directed at students, or disclosure of confidential student information to other students. Staff should, whenever possible, manage student misconduct in private, not in front of a class or their peers.

SAFETY

BICS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every school supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. BICS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce the School Safety Plan, health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting:

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies:

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911 (please refer to the School Safety Plan for additional information).

SCHOOL WIDE EXPECTATIONS

- All TK-8 students must be Leaders, using the Leader in Me curriculum.
- Students may not wear hoodies over their head inside the classroom. Hats are not allowed to be worn indoors.
- Students must sign out on the restroom log to leave class during instructional time. Only one student at a time may be allowed to use the restroom. This includes PE. Logs will be collected weekly.
- All classrooms will promote "SLANT Your Way to Better Grades!"

S = Sit in Front	If given the choice, sit in the front of the classroom. You will be more apt to pay attention. You can interact more easily in discussions, and focus on the teacher.
L = Lean forward	You will appear more interested and ready to learn. Remember to sit up straight-no slouching!
A = Ask Questions	Ask meaningful , higher level questions about class activities, discussions, lectures, and the class work. Often, one student's question can help many others understand the lesson. Students' questions help teachers know how well the lesson is going.

N =Nod your Head	When the teacher looks at you he/she will know that you understand, you are paying attention, and you are actively listening.
T = Think and Talk to the Teacher	Think about what is being said. Advocate for yourself by taking time to talk to your teacher. Greet the teacher, give the teacher feedback, and/or ask questions.

- Student numbers – assign each student the same number for accountability purposes, such as textbooks, netbooks, computers, fire drills, etc.
- Infinite Campus and email should be used for discipline and parent communication
- Integrate WRITING into all core content areas, including math
- "Productive Group Work" – focus on academic talk

- Morning Routines: flag salute, school-wide announcements, Morning Meetings
- Student Data Portfolios kept by the teacher
- Student Led Conferences may be used in some classrooms

SECURING YOUR ROOM/OFFICE

Any time a staff member leaves their classroom or office, you must be sure to secure all doors and windows in your room. Valuable equipment, such as netbooks, calculators, computers, printers, iPads, etc. must always be in a secure area. Any ***theft or suspicion of theft*** must be reported immediately.

If you have trouble with locks on doors or windows, report your concerns to the Office immediately.

SECURITY PROTOCOLS

BICS has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Principal. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your work station that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify the Principal when keys are missing or if security access codes or passes have been breached.

SPECIAL CLASS ACTIVITIES

Teachers are encouraged to bring the community to students via appropriate use of outside speakers, Internet technology, and field trips. While each of these may open new vistas to students, they also require careful planning and scrutiny in order to ensure high quality, suitability for our students, and a direct relationship to the course curriculum.

The use of outside speakers is encouraged. However, **the Principal must approve speakers and their topics in advance**. Provisions of the Education code (9451-8455) concerning prohibited instruction must be strictly enforced.

Because of this, teachers are to use the following guidelines in integrating these kinds of activities into instruction.

Visitors/Guest Speakers:

If you are expecting a guest on campus (speaker, former student, attendees at a meeting you are conducting, etc.) you must inform the office, so that they can direct the guest to the proper location. All visitors must check in through the main office, must sign in, and must wear an identification badge while on campus.

Videos:

Class time is very limited. Instead, teachers are encouraged to show small clips from educationally sound videos, in order to illustrate or clarify important themes.

The materials must be relevant to the curriculum and appropriate for the students being taught.

The materials must be thoroughly reviewed by the teacher prior to their use.

Teachers may show videos with G or PG rating. Any videos with PG-13 require permission

from the Principal and parent/guardian. Email the Principal for approval prior to showing the video.

Parents/guardians will be notified in writing of the intended use of these materials and given the opportunity to exclude their child from the presentation (Education Code 51240). Attention will not be called to students whose parents/guardians have excluded them from a presentation. These students will receive an alternate assignment to be completed in a place outside the setting where these materials are being shown.

Instruction in Human Reproduction:

Parents must be given the opportunity to review any printed material, videos, or other instructional aides which may be used in teaching about human reproduction and sexuality. Generally, these materials are made available to the parents. Before beginning any instruction in the area of human reproduction, teachers must give parents the opportunity to request that their child be excused from that instruction.

If a parent does not wish the student to participate, the student must be sent to the library (or another class) with alternate assignments to be completed during that time. Credit for the alternate assignments must be equal to that which the student would have earned by completing the human reproduction work.

Religious Beliefs, Customs, and Holiday Observances:

Students should have opportunities to discuss controversial issues which have political, social, or economic significance and which the student is mature enough to investigate and address. The study of a controversial issue should help students learn how to gather and organize pertinent facts, discriminate between fact and fiction, draw intelligent conclusions, and respect the opinions of others.

BICS expects teachers to exercise caution and discretion when deciding whether or not a particular issue is suitable for study or discussion in any particular class. Teachers should not spend class time on any topic that they feel is not suitable for the class or related to the established course of study. The Principal shall have the authority to approve controversial issues and determine whether proper administrative procedures are being followed.

BICS also expects teachers to ensure that all sides of a controversial issue are impartially presented with adequate and appropriate factual information. Without promoting any partisan point of view, the teacher should help students' separate fact from opinion and warn students against drawing conclusions from insufficient data. The teacher shall not suppress any student's view on the issue as long as its expression is not malicious or abusive toward others.

Teachers sponsoring guest speakers shall either ask them not to use their position or influence on students to forward their own religious, political, economic, or social views, or shall take active steps to neutralize whatever bias has been presented.

STAFF MEETINGS AND COLLABORATION TIME

SYNERGIZE: BICS is committed to all staff working together and synergizing. Each teacher is expected to actively participate in staff meetings as scheduled, as well as other meetings as needed. Since BICS is a small charter school, ALL teachers must take the initiative to wear multiple hats: serve on committees,

organize events inside and outside the school day, reach out to support each other, and advocate for BICS in a positive way.

STUDENT PERFORMANCE EXPECTATIONS

It is important that students and their parents know exactly what you expect in the areas of academic performance and behavior. Your grading policy and grading scale should be clearly explained. Your expectations should be spelled out in writing and should be distributed to parents and students. A copy should be given to the Principal. Teachers, counselors, administrators, and classified staff work together to ensure that every student is treated in a fair and consistent manner. The ultimate goal of our student behavior policy is to bring about positive changes in student behavior needed to ensure student success, both academically and personally. All teachers will follow the School-wide Discipline Plan.

Well-organized lesson plans, which are related to clear learning targets and high levels of student engagement, are basic to effective discipline in the classroom. Staff should address discipline problems as they arise. Ignoring problems in the hope they will resolve themselves is invariably a mistake.

Tips on Behavior Management:

- Always require students to be respectful to you and to other students. Treat them with respect in return. Generally, you will receive from your students what you give to them.
- Deserve your students' respect.
- Greet them at the door every day by name.
- Gain the attention of the class.
- Make the connection clear between learning targets and work assigned to the class. Vary activities frequently, but be sure students understand the connection between activities within a period and the connection between activities and the learning targets.
- Circulate about the room during the entire class period. Make personal contact with every student. Be engaged in what they are doing. Refrain from sitting at your desk or computer station.
- Address inappropriate behavior immediately in a calm and non-confrontational manner.
- **Follow the School-wide Discipline Plan.**

STUDENT SAFETY

You must understand you are responsible for ensuring the safety of any student under your supervision at all times. Familiarize yourself with the procedures, evacuation routes, and your responsibilities outlined in the School Safety Plan. All visitors must sign in and get a visitor's badge.

All chemicals in your classroom must be in containers which are ***accurately labeled***.

If there's a medical emergency in your classroom and the student is unable to walk to the nurse's office, you should phone the Office immediately for assistance.

If the ill/injured student is able to walk to the Health Clerk's office, **always** send another student with him/her. **Do not allow the ill/injured student to leave your classroom without an escort.**

SUBSTITUTE REQUESTS

For Certificated Staff

Please adhere to the following protocols when requesting a substitute.

If out ill or Personal Business:

- Each **teacher** is to call in a substitute via *Frontline*
- Call and email the Attendance Clerk with your substitute's full name and phone number
- To avoid last minute scheduling, please notify the Office as soon as reasonably possible.

If out for Professional Development:

- Must get prior approval to attend from Principal
- The Office will procure the substitute.

For Classified Staff

- Please notify the Office/Principal as soon as reasonably possible.
- E-mail Principal and Office information re: absence

Be Kind to Your Sub!

Teachers and staff are responsible for seeing that appropriate plans are made for your classes to carry on in your absence. The following checklist should help you plan so that your classes and your substitutes will function productively in your absence.

- Always have appropriate emergency plans prepared for at least five (5) days. In the event of a true emergency in which no time is available to develop adequate plans that provide for continuity of the regular assignment, these plans can be invaluable. **Update** these plans regularly. Make sure the office has the location of your Emergency Plans at the beginning of the school year.
- Leave lesson plans that will enable the substitute to carry on with mastery of standards and assignments. Substitutes will generally look for these plans **on top of your desk**. I
- Leave up-to-date seating charts and roll book. It also helps the sub if you leave names of especially reliable students who can be counted on for accurate information regarding class activities and, conversely, names of students who might require special instructions because of academic or behavioral problems.
- Place teacher's editions and answer sheets where they can be easily found. Include any notations that will help the sub.
- Leave enough supplementary work to keep students engaged during the entire period/day.

SUPERVISION

Students are to be under the direct supervision of a member of the staff at all times while in school or while attending a school directed activity. For this reason, staff members are assigned to supervise in various areas around the school throughout the day. Staff members are required to be prompt in reporting to their supervision posts and to remain there until times designated on the assignment form. It is important that supervision assignments be covered each day assigned and for the entire period of the assignment.

During supervision, please be alert for:

- Inappropriate behavior

- Bullying
- Fighting or potential confrontation

A FEW IDEAS:

- Provide positive reinforcement for good behavior. “Nothing improves my hearing like praise.”
- Be attentive to students and circulate while supervising.
- Speak firmly, yet kindly to students.
- Remove a student from a group to discuss a problem.
- Assist frustrated students.
- Observe and report signs of developing problems.
- If a problem persists, refer student to the Office
- Do not hit or grab a student for any reason other than to prevent him/her from physical harm or causing physical harm.
- Use student names when possible – otherwise use general terms. (Be careful of words like “boy” and do not use derogatory comments like “jerk” or “idiot.”)

Morning Duty:

Duty starts at 7:30 a.m. and ends at 7:55am, in order to allow teachers sufficient time to set up. Staff must report to the assigned duty designated area on time and have a radio with them (tuned to channel 1). Staff should not have a cell phone during supervision. **This is a time for you to circulate and supervise students.** It is crucial that everyone does their part in securing student safety at all times.

Dismissal:

Dismiss students enrolled in the After-School Program to the flagpole area for check-in. Walk remaining students to the designated area in a single-file line. Be sure to have your radio tuned to channel 1 with you. Remain with your students in line until all of your students are picked up or until 2:35pm. Escort any remaining students to the supervisors at the Rec Center. **Students will stay in line until their parents pick them up or they are dismissed to the Rec Center.** Remind students to watch for parents and listen on the radio for calls to send them to the gate.

TELEPHONES

School telephones are to be used for school-related business. Any calls of a personal nature should be limited. Students should use school phones only in an emergency, and their calls should be monitored by a staff member.

TUBERCULOSIS TESTING

All employees will be required to undergo TB examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. TB examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant. Food handlers will be required to have annual TB exams. Documentation of employee and volunteer compliance with TB exams will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

WEBSITE

The BICS website can be accessed at <https://www.baronaindiancharterschool.com>. Staff members may submit announcements, articles, photos, etc. to the School Secretary who will contact the webmaster. For safety of our students, we adhere to the following guidelines:

- Students' last names are never put on the website.
- Students are referred to by a first name only.
- A student's name is never put on the page with his/her photo.
- Student work is published with students/parent permission only.

WHISTLEBLOWER POLICY

BICS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action.

WORK SCHEDULE

Office hours are normally 7:30am – 3:00pm Monday through Friday. While the school day ends at 1:30pm for students on Fridays, Teachers are expected to use this as collaboration time. Classified Staff hours vary by contract. All staff are expected to attend scheduled Staff Meetings and Leader in Me meetings.

Meal Periods:

Employees are provided with at least a thirty five (35) minute meal period, to be taken approximately in the middle of the workday. The Principal should be aware of and approve your scheduled meal and rest periods.

You are expected to observe your assigned working hours and the time allowed for meal and rest periods. Do not leave the premises during your rest period and do not take more than fifteen (15) minutes for each rest period.

Attendance and Tardiness:

All employees, whether certificated or classified, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

If you find it necessary to be absent or late, you are expected to telephone the front office or the Principal as soon as possible but no later than one-half hour before the start of the workday. If you are absent from work longer than one day, you are expected to keep the Principal sufficiently informed of your situation. As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Principal will be considered a voluntary resignation from employment.

Time Cards/Records:

By law, the School is obligated to keep accurate records of the time worked by non-exempt employees. The Payroll sheet indicates when the employee arrived and when the employee departed. All classified employees must notify the Office for late arrival and early departure, along with absences like doctor or dentist appointments. All employees are required to keep the Office advised of their departures from and returns to the school premises during the workday.

The Principal must give prior approval for any overtime or extended hours.

AMENDMENT TO SCHOOL OPERATIONS AND EMPLOYEE HANDBOOK

For all employees, the following applies:

This School Operations and Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

BICS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A

HARASSMENT COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment. This form is provided for you to report what you believe to be harassment, so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment. If you are an employee of the School, you may file this form with the Principal.

Please review the School's policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.

BICS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged harasser.

In signing this form, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment are taken very seriously by the School both because of the harm caused to the person harassed, and because of the potential sanctions that may be taken against the harasser. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name:

Date:

Date of Alleged Incident(s):

Name of Person(s) you believe sexually harassed you or someone else:

List any witnesses that were present:

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant: _____ Date: _____

Print Name _____ Received by: _____ Date: _____

APPENDIX B
COMPLAINT FORM

Your Name:

Date:

Date of Alleged Incident(s):

Name of Person(s) you have a complaint against:

List any witnesses that were present:

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant _____ Date _____

Print Name _____

Received by: _____ Date: _____

LEFT INTENTIONALLY BLANK

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PRINCIPAL.

EMPLOYEE NAME: _____

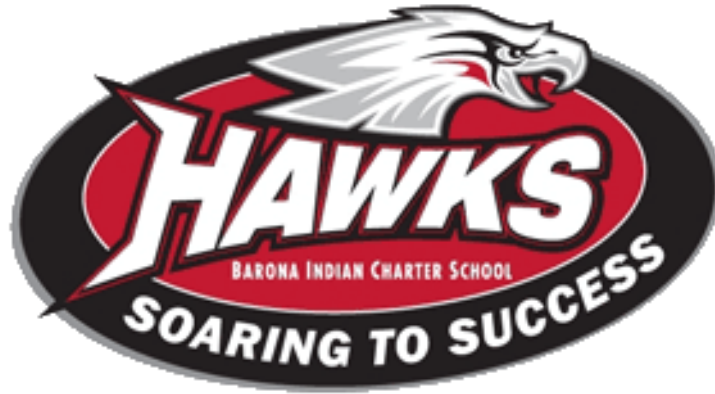
I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I understand the procedures in this Handbook are general procedures. My employment is based on my individual Contract. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that other than the Governing Board, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: _____ Date: _____

Please sign/date, tear out, and return to the Administrative Assistant

Barona Indian Charter School



2022/2023

Parent & Student Handbook

**1095 Barona Road
Lakeside, CA 92040
619-443-0948
619-443-7280 Fax**

www.baronaindiancharterschool.com

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Barona Indian Charter School

It is a tremendous honor for me to serve as Principal/Director of the Barona Indian Charter School. I am truly humbled by the opportunity to fulfill the community's hopes for the academic and emotional success of their children. I promise you that I will do my best to honor this hope, your children, and this community.

Teachers have performed incredible instruction in an increasingly collaborative manner. Staff members have performed service work that supports this instruction to the highest levels. Community members offer support that is unparalleled.

This school has helped children to learn, but we must never think we have reached the level of academic achievement our children deserve. Every child can learn. Every child should learn. We must not be satisfied with simply helping some children to succeed – we must strive to have every child learn to their highest potential.

I accepted this offer to serve the Charter Board of Directors, the children, and the families of the Barona Indian Charter School for only one reason: to help your children succeed. I look forward to continuing as part of the amazing team that is Barona Indian Charter School.

Sincerely,



Julie Cushman.
Principal/Director

Barona Indian Charter School

Mission Statement

We strive to educate all students to reach the highest level of academic achievement through individualized teaching, small classroom settings, and culturally rich programs.

School Vision

BICS empowers and equips students with the skills to achieve success in a rapidly changing world while maintaining the unique traditions and character of the Kumeyaay people. Our children soar to success, while standing on a culturally rich foundation with a global perspective, to become leaders that shape our future.

Board of Trustees

Raymond Welch

School Board Chairman and Chairman of Barona Tribe

Tawnya Phoenix

School Board Vice Chairperson

Danthia Gil

School Board Secretary/Treasurer

Darla Boller

School Board Member

Melanie Villa

School Board Member

Kristi Johnson

Recording Secretary

Barona Indian Charter School

School Faculty Contacts

ADMINISTRATION

Principal/Director:	Julie Cushman	jcushman@mybics.org
Secretary:	Kristi Johnson	kmjohnson@mybics.org
Registrar (Attendance/Health):	Lisa Hanouka	lhanouka@mybics.org

TEACHERS

Kindergarten:	Lynn McCallum	lmccallum@mybics.org
1st Grade:	Michelle Lincoln	mllincoln@mybics.org
2nd Grade	Sarah Johnson	sjohnson@mybics.org
3rd/4th Grade:	Rebecca Gill	rgill@mybics.org
5th/6th Grade:	Caitlin Parsons	cparsons@mybics.org
7th/8th Grade:	Wesley Leves	wleves@mybics.org

SPECIAL EDUCATION

Teacher/Director:	Krystal Hoffmann	khoffmann@mybics.org
Special Education Aide:	Nikolette Montano	nmontano@mybics.org
Speech/Language:	Mandy Case	mcase@mybics.org

CLASSIFIED STAFF

Instructional Aide:	Debbie Aguiar	daguiar@mybics.org
Instructional Aide:	Sahil Alami	salami@mybics.org
Campus Food Coordinator:	Ariel Triunfel	atriunfel@mybics.org

School Hours: Monday-Thursday 7:55 AM-2:30 PM
Office Hours: Monday-Friday 7:30 AM - 3:00 PM

Friday 7:55 AM-1:20 PM

Barona Indian Charter School Guidelines

Academics:

Academic Honesty

The Governing Board believes that academic honesty and personal integrity are fundamental components of a student's educational experience. The Board expects that students will demonstrate acts of academic honesty at all times and will not engage in acts of:

- Cheating on tests
- Fabrication/falsification
- Unauthorized collaboration
- Plagiarism
- Theft/alteration of materials or equipment

The Board intends that online resources provided for students be used to support the instructional program and further student learning. Students should use all resources responsibly, ethically, and in compliance with usage agreements.

Disciplinary actions include, but are not limited to, the following:

- No credit on assignment
- Unsatisfactory citizenship grade
- Suspension
- Expulsion

Grading System

Students are graded on a 4-point rubric, 4 being the highest and 1 being the lowest. Grades 5th – 8th use achievement grades of A, B, C, D, and F in addition to rubric scores.

Grades are given in the academic areas of: Math, Reading, Language Arts, Science, Social Studies, Physical Education.

Independent Work Contracts

When a family knows in advance that their child will be absent from school for five (5) or more days, an Independent Work Contract request will need to be made through the school office. Student's work must be submitted by the date noted on the Independent Work Contract in order to excuse absences.

Make-up Procedures for Class Work, Assignments and Tests

One day of make-up privilege will be granted for each day of absence, regardless of the length of the absence. Teachers will provide make-up work that is as meaningful as possible. However, it is recognized that make-up work may not provide the same kind and quality of instruction as the student would have received in class.

If a test is missed, arrangements for making up the test will be given. If the student does not show up for the retest, he/she will lose the privilege to make up the test unless there are extenuating circumstances beyond the control of the student.

Barona Indian Charter School

Attendance:

Attendance Requirements

Attendance is very important to student success. Poor attendance usually results in poor academic achievement. Parents should make every effort to have their child at school every day. Perfect attendance shall be defined as: zero absences and zero tardies (even by 1 minute). Early pick up for appointments or emergencies will not be counted against perfect attendance. Regular school attendance is essential for the academic and social development of children. **It is the parents' responsibility to ensure that each child attends school daily and arrives on time. A note, email or phone call from home must follow every absence stating the reason for the absence. The note must be turned into the front office, immediately, upon returning to school. Absence notes must specifically state the reason for the absence.** Parents will be required to sign the "School Attendance Awareness Agreement".

Excused & Unexcused Absences

Parents are expected to call the school office to report when their child is absent. According to State regulations, we must know the reason for the absence.

The following conditions may result in an excused absence from school:

- Illness
- Death or serious illness in the immediate family
- Participation in a school function
- Extenuating circumstances approved by the principal
- Attendance at religious services
- Court Appearance

If any other reason is given for, an absence not noted above is considered an unexcused absence. If your child/children have excessive unexcused absences, the School Board will be notified. It is the law to have your child/children in school on a consistent, regular basis and the school is required to report lack of attendance.

Excessive Absences

Students need to be at school on time and ready to learn every day. If a student misses ten (10) percent or more days in a school year, excused or unexcused, he/she is considered to have excessive absences. The School will notify parents by phone, letter, or both. The School Board will also be notified.

Tardiness

Tardiness disrupts instruction for the late student and the rest of the class. Students who are not in their classroom ready to learn at 8:05 are tardy. After the fifth (5) tardy to class, the School will send a letter home notifying parents.

Leaving School During the School Day

Parent authorization is required for any student leaving school at times other than the normal dismissal time. Persons picking up a student during the school day must report to the office and sign the student out. They may not go directly to the classroom. Only people who are listed on the enrollment form or on an emergency release form may sign a student out. Students who return during the school day will sign in at the office prior to returning to class.

Barona Indian Charter School

Student Behavior:

In the event that some offenses are not specifically addressed in this document, the behavior issues discussed here should serve as guidelines to determine the appropriate sanctions.

School Rules

Barona Indian Charter School believes in a school environment in which students are able to learn and teachers are able to teach. Learning takes place in an atmosphere of acceptance, high expectation, encouragement, and positive motivation. Students are under the authority of the school from the instant they arrive on campus until the time they arrive home or are under the care of a designated adult. School rules are in effect during school and all school activities. They include:

- No weapons allowed on campus. (No toy weapons or firecrackers)
- No drugs (or paraphernalia: lighters, etc.) or alcohol allowed on campus. Barona adopts a zero tolerance policy.
- Students will demonstrate respect for one another by not: swearing, interrupting, and stealing from others, using rude or racial gestures, participating in crude teasing or harassment, or fighting.
- Students are not allowed to chew gum while on campus
- Electronic devices such as iPods, iPads, cellphones, tablets, etc. are not allowed and should be turned into teachers at the beginning of the school day. **Phones and tablets must be turned off and put away upon entering campus.**
- Students are responsible for all items in their possession. The school cannot be responsible for loss or damage to personal items left unattended.
- Students will clean up after themselves and dispose of trash after snack and lunch.
- Skateboards, rollerblades, dirt bikes, quads, bicycles, shoes with rollers, etc. may not be ridden on campus.
- Pets may not be brought to school, unless the principal gives permission.
- Students must follow the school dress code.
- Visitors are not allowed on the campus during the school day unless they have obtained permission from the office and have a visitor's pass.

Social Responsible Behavior

Barona Indian Charter School believes that Socially Responsible Behavior is crucial to improving and maintaining a climate of respect. Socially Responsible Behavior includes, but is not limited to the following:

- Public Display of Affection: Physical intimacy is to be valued but is not allowed during school hours. In an effort to promote behavior which establishes a friendly atmosphere without causing others to feel embarrassment or discomfort, unacceptable behavior is:
 - Kissing
 - Excessive body contact
- Language: Appropriate language enhances mutual respect and raises the level of comfort necessary for students and staff to perform at their best. The following misuse of written, spoken, or gestured communication in any language is unacceptable:
 - Obscene or profane
 - Derogatory or intended to be racial, ethnic, religious, gender or sexual slurs intended to be hurtful or harassing in nature.

Barona Indian Charter School

Discipline:

Discipline

Discipline is defined as a process of helping students understand appropriate and inappropriate behavior and how to correct inappropriate behavior while leaving the student's dignity intact. Students are taught to take responsibility for their behavior and accept the consequences for inappropriate behavior. Student discipline is a joint responsibility of the home and the school. Parental guidance as to appropriate behavior enables schools to maintain a wholesome environment for learning. Barona Indian Charter School operates as a closed campus, meaning all students must remain within designated areas at all times.

Minor Offenses

Teachers handle minor offenses in their classroom, in the gym, or on the playground. Minor offenses include:

- Excessive talking, giggling, shouting or yelling.
- Off-task behavior (causing others not to be learning by disruptive behavior)
- Chewing gum, seeds, candy and the like in school
- Disrespect to peers and adults (name-calling, put-downs, back-talking, rudeness, etc.)

Teacher Interventions

Teacher intervention strategies include verbal reprimands, parent contacts, time outs, action plans, and referrals to the principal. Frequent referrals may result in an in-school suspension or in home suspension.

Major Offenses

The principal deals with major offenses and chronic minor offenses. Major offenses include:

- Fighting
- Threats of Violence
- Use of rude or racial gestures, participation in crude teasing or harassment
- Destroying school property and materials
- Weapons: knives, firearms, guns, etc.
- Tobacco, alcohol, and drug use or selling
 - Barona adopts a strict stance with regard to weapons and drug use and will report all such violations to the B.I.C.S. School Board. Tribal Enforcement/Sheriff may be called and parents will be notified.
 - Students are subject to backpack checks, desk checks, and clothing checks. The principal will carry out the checks.

Principal Interventions

Students, who do not do their work, disrupt the class or prevent others from learning, will receive academic probation.

Principal interventions include:

- Counseling & Parent Conferences
- In-school suspension/ At home suspension
- Referrals to outside school authorities
- Students suspended for more than five offenses will come under review for expulsion by the School Board.

Barona Indian Charter School

Conferences & Report Cards:

Conferences

Parent-teacher conferences are held before the first trimester to discuss student progress as well as target-growth goals for the year. The exact dates of conferences will be listed on the school calendar.

If you need to contact the teachers, please email them directly to set up a meeting.

Parent Notices

During the course of the school year, notices and other important documents will be sent home. Notices may be sent via email or text via our new system called Infinite Campus. Notices may also be sent as paper communication/flyers. Notices will include activities and events scheduled throughout the year. Please check your email and your child/children's backpack daily for up-to-date information. Also, visit our website on a weekly basis for notifications.

www.baronaindiancharterschool.com

Parent-Teacher Communication

Each teacher will be responsible for his or her communication with the student/parent. Please check your email or your child's backpack and/or communication folder daily.

Report Cards

Reporting periods are twelve weeks in length, at the end of which students receive a report card. The report card is meant to give parents an accurate picture of their child's growth and academic performance. A Parent-Teacher Conference is held during the first trimester.

For students who need assistance because they are not performing at expected levels, an intervention plan will be implemented with the teacher, student and parent.

Report Cards will be available each trimester, on the Infinite Campus Parent/Student Portal. Paper copies can be requested from the Office.

Barona Indian Charter School

Dress Code:

Dress Code

Barona Indian Charter School students will come to school dressed and groomed in such a way as to reflect neatness and cleanliness. All students will be modestly dressed and groomed so as not to distract, interrupt, or interfere with the educational process.

The following are not allowed:

- Clothing showing undergarments
- Spaghetti strap shirts
- Muscle tank tops
- Backless shirts (shirts that do not cover the back entirely)
- Saggy/ baggy pants
- Crop tops/ bare midriff tops (shirts showing off stomach)
- Strapless/ tube tops
- Off-shoulder or single strap garments
- Excessively low-cut shirts
- See-through tops
- Halter shirts/ halter dresses
- Slippers and pajamas (except during specified days)
- Micro mini-skirts and booty shorts (they must be 5 inches above the knee)
- Clothing or jewelry displaying logos of: racist groups; gangs; obscene language; vulgar gestures; inappropriate innuendos; alcohol, tobacco or drugs; symbols of hate; and prejudice, intolerance, discrimination groups.
- Hats, sweatshirt hoods and sunglasses are permitted but not indoors
- Overalls with no undershirt
- Heelys, platform shoes, or open-toed sandals (With the exception of 7th & 8th grade)
- Pants or jeans that are torn or have holes in them above the knee (NO EXCEPTIONS)

Dress Code Violators

Students who do not meet the appropriate dress code of the school will have to:

- Turn their shirt inside out if appropriate
- Will be given a shirt to wear over inappropriate top
- Accessories such as hats, and jewelry will be removed and given to office staff to hold on to until the end of the school day.
- In situations where the office cannot rectify a student's dress, parents will be called to bring a change of clothes to the school office.
- After 3 dress code violations students will receive a (1) day in school suspension.

Cell Phone Policy

Cell phones and or other personal devices capable of recording and communicating must be **turned off upon entering campus**. Classroom teachers will collect devices at the beginning of the day and return to students at the end of day. If a parent needs to leave a message for their child they can contact the office and the message will be sent to their classroom.

Barona Indian Charter School

Health Information:

Emergency Care

Barona Indian Charter School will receive emergency care from paramedics assigned to the Barona Fire Station (located across the street from the school). Staff members are trained to provide limited first aid to those children who require services.

Injuries

A member of the staff will complete an Injury Incident Form when an injury occurs. Parents will be given a copy of the completed report. In cases that require more than minor first aid treatment, the principal will call the injured child's parents. If parents cannot be reached, the principal will call the authorized emergency numbers of parents. If parents or authorized persons cannot be reached in emergencies where prompt attention is deemed necessary, the school will exercise its authority to provide all emergency dental or medical care. This consent is given in the Consent for Medical Treatment Form, which gives Barona Indian Charter School permission to provide all emergency dental or medical care prescribed by a duly licensed physician.

Medication

When it is necessary for a child to receive medication at the school, the following procedure will be followed:

- Contact the School Office for a Medical Authorization Form.
- A written and signed record from the child's physician of how the medication is to be given will be kept in the child's health file.
- The medication should be in the original container received from the pharmacy or physician with the appropriate instructions printed on the label.
- Medication that does not require refrigeration will be stored in the staff refrigerator.
- All medication must be in an up-to-date medication bottle.

Immunization

The California School Immunization Law requires that all children receive a series of immunizations before entry into school or childcare programs. The school is required to document proof of the required immunizations and to record this information on the form provided by the California Department of Health Services. We must also submit periodic reports to the Health Department. **Seventh grade students are required to have the Tdap booster and 2 Varicella shots before entry to school.**

California Child Abuse/ California Law

Section 11166 of the Penal Code states that any child care custodian, medical practitioner, or employee of a child protective agency who knows or reasonably suspects that a child has been the victim of child abuse is required to report the suspected instance of child abuse to a child protective agency (C.P.S.) immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 24 hours of receiving the information concerning the incident.

Barona Indian Charter School

Parent Involvement & School Safety:

School Visitations

Parents are encouraged to visit the school and actively participate in the education of their children. If parents wish to spend some time in the classroom, contact the teacher in advance. If parents wish to see the principal, make an appointment with the school secretary. Parents must check into the school office and obtain a visitor's badge upon arrival at school.

Volunteer Hours

All families would benefit from volunteering. The bond that is forged between the parent/teacher and student is stronger when students see their parents are interested in their school life. Any volunteer hours can include participating in your child's class, chaperoning field trips, making projects for the class, and taking home projects to help teachers in preparation. Parents are not allowed to grade student papers. Parents must check in and out at the office so that the number of hours can be documented. All visitors must wear a visitor's badge while on campus.

School Safety

All visitors are required to enter through the Office Gate. For the safety of students and staff, all visitors must check in at the school office and obtain a visitor's badge to wear while on campus.

One of the goals of Barona Indian Charter School is to ensure that the playgrounds and gym are stress-free. We expect all persons coming on the school campus to respect this environment. Any incidents that endanger the students or violate school property will be dealt with to the fullest extent of the law. The Barona Indian Tribal Enforcement will handle all criminal activities before, during, or after school hours. If necessary the San Diego County Sheriff office will be involved.

Students must report to the supervised gym/playground in the morning before school and are not allowed to loiter in the front parking lot or in the foyer between the gym and the museum.

School Dismissal Safety

Parents must be on time to pick up their child/children immediately after school. Parents must park and wait at the front gate for their child to be called.

If parents are late, your child/children will check-in to the Recreation Center. Teachers cannot stay with their students for any longer than five minutes after school dismisses due to staff meetings, parent meetings, and other responsibilities.

After students are released at the end of each day, they are not allowed to wait for parents out in the front of the museum or in the parking lot.

After School Recreation Program

The after school recreation program is offered from school dismissal time until 6:00pm, unless otherwise notified. A note or email will be sent home in advance whenever any changes are made by the School or Recreation Department.. Students must have a current application on file with the Recreation Center.

Before School Care

Before School Care is available beginning at 6:00am. This service is provided free of charge; however, space is limited. Any parent using this service **MUST PERSONALLY SIGN IN** their child/children each morning. Applications for Before School Care are included in the registration packet. Please note - Before School Care is a privilege. If recurrent behaviors occur, your child will become ineligible for this service.

Barona Indian Charter School

Useful Information:

Holiday Parties

Teachers, students, and parents plan seasonal parties during the school year. If you do not wish for your child to participate in a certain holiday party, please notify the classroom teacher or the principal at the beginning of the school year.

Birthday Parties

Children may wish to celebrate birthdays at school. He/she may bring a **STORE BOUGHT** treat to share with the class. If treats require napkins, utensils, and/or plates, it is the parent's responsibility for providing these items. Treats must be presented to office staff prior to distributing to the students.

To prevent disappointment and hurt feelings, birthday party invitations to private children's parties should not be issued at school, unless all students in the classroom are invited.

Library

The Barona Indian Library is open to students for checking out books and research. Students will be allowed in the library only when accompanied by a teacher. All students must have a signed parent permission slip in order to check out books.

Lost and Found

Each year a number of articles of clothing are left unclaimed at school. Many children cannot identify what they have lost. Please label everything. All lost and found items are kept in a bin near the restrooms. After a period of time, unclaimed items will be donated to a charitable organization.

Lunch/Snack

Parents should provide a nutritious snack, sack lunch, and drink daily. Please keep sweet items to a minimum. Soda or candy may not be brought to school in sack lunches. Barona Indian Charter School will be providing FREE breakfasts and lunches to all students through the National School Lunch program. A schedule of school lunch menus will be distributed each month. There are no qualifications for this program. It is open to ALL students.

Snack Bar

The Snack Bar will be available to all students after school each day. Teachers will not be responsible for money the children bring for after school snacks.

Leader in Me 7 Habits:

Habit 1:

Be Proactive®

You're in Charge

Habit 2:

Begin With the End in Mind®

Have a Plan

Habit 3:

Put First Things First®

Work First, Then Play

Habit 4:

Think Win-Win®

Everyone Can Win

Habit 5:

Seek First to Understand,

Then to Be Understood®

Listen Before You Talk

Habit 6:

Synergize®

Together Is Better











Habit 7:

Sharpen the Saw®

Balance Feels Best

Barona Indian Charter School 146 of 149

2022 – 2023 Calendar

	M	T	W	T	F	Miscellaneous Information
August	15	16	17	18	19	8/17-19 Teacher Workdays
	22	23	24	25	26	8/22 First Day of School
September 	29	30	31	1	2	
	5	6	7	8	9	9/5 Labor Day
	12	13	14	15	16	
	19	20	21	22	23	9/23 Native American Day
	26	27	28	29	30	
October 	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
November 	31	1	2	3	4	
	7	8	9	10	11	11/11 Veterans Day
	14	15	16	17	18	
	21	22	23	24	25	11/21-25 Thanksgiving Recess
December 	28	29	30	1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	12/23-1/6 Winter Recess
	26	27	28	29	30	
January 	2	3	4	5	6	1/6 Teacher Work Day
	9	10	11	12	13	
	16	17	18	19	20	1/16 Dr. M.L. King, Jr. Day
	23	24	25	26	27	
February 	30	31	1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	2/17 Lincoln Day
	20	21	22	23	24	2/20 Washington Day
March 	27	28	1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	
April 	3	4	5	6	7	4/3-14 Spring Recess
	10	11	12	13	14	4/14 Teacher Work Day
	17	18	19	20	21	
	24	25	26	27	28	
May 	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
June 	29	30	31	1	2	5/29 Memorial Day
	5	6	7	8	9	
	12	13	14	15	16	6/14 Last Day of School
	19	20	21	22	23	6/15 Teacher Workday
	26	27	28	29	30	

Schools closed on bordered days

Approved by Governing Board 03/07/22

Barona Indian Charter School

Signature Page:

Student: _____
(First Name) (Last Name)

Grade: _____ Teacher: _____

I have read and discussed the 2022/2023 Parent and Student Handbook with my child.

(Printed Parent Name)

(Parent Signature)

(Student Signature)

Please return this page to your child's teacher.



8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 08/02/2022
Quote No. 272135
Acct. No. 05:ba:CA:12238771
Total \$3,920.11
Pricing Expires 10/31/2022

Barona Indian Charter School
1095 Barona Rd
Lakeside CA 92040

Payment Schedule	Contract Start	Contract End
	10/01/2022	03/31/2023

Qty	Description	Comment	End Date
	Barona Indian Charter School		
22	Twig Integrated NEXT GEN Grade 7 Single User		03/31/2023
1	Twig Middle School Module 12 Science Kit		03/31/2023
22	Twig Science Grade 1 Single User		03/31/2023
22	Twig Science Grade 2 Single User		03/31/2023
22	Twig Science Grade 3 Single User		03/31/2023
22	Twig Science Grade 5 Single User		03/31/2023
22	Twig Science Grade K Single User		03/31/2023
1	Twig Science Kit Grade 1 - Module 1 - 720012		03/31/2023
1	Twig Science Kit Grade 2 - Module 1 - 720037		03/31/2023
1	Twig Science Kit Grade 3 - Module 1 - 720045		03/31/2023
1	Twig Science Kit Grade 5 - Module 2 - 720030		03/31/2023
1	Twig Science Kit Grade K - Module 2 - 720022		03/31/2023
22	Twig Student Grade 1 - Module 1 - Museum of Leafology		03/31/2023

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/twig-standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

Barona Indian Charter School

Imagine Learning Representative

Signature: _____
Print Name: _____
Title: _____
Date: _____

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



Price Quote 149 of 149

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 08/02/2022
Quote No. 272135
Acct. No. 05:ba:CA:12238771
Total \$3,920.11
Pricing Expires 10/31/2022

Qty	Description	Comment	End Date
22	Twig Student Grade 2 - Module 1 - My Journey West		03/31/2023
22	Twig Student Grade 3 - Module 1 - The Ultimate Playground		03/31/2023
22	Twig Student Grade 5 - Module 2 - Yellowstone: Uncovered		03/31/2023
22	Twig Student Grade K - Module 2 - Marble Run Engineer		03/31/2023
22	Twig Student NEXT GEN - Journal - Life Science - Vol 6		03/31/2023
1	Twig Teacher Grade 1 - Module 1 - Museum of Leafology		03/31/2023
1	Twig Teacher Grade 2 - Module 1 - My Journey West		03/31/2023
1	Twig Teacher Grade 3 - Module 1 - The Ultimate Playground		03/31/2023
1	Twig Teacher Grade 5 - Module 2 - Yellowstone: Uncovered		03/31/2023
1	Twig Teacher Grade K - Module 2 - Marble Run Engineer		03/31/2023
1	Twig Teacher Integrated NEXT GEN Grade 7 Single User		03/31/2023
1	Twig Teacher NEXT GEN - Journal - Life Science - Vol 6		03/31/2023
1	Twig Teacher Single User Grade 1, includes Tools and Reporter		03/31/2023
1	Twig Teacher Single User Grade 2, includes Tools and Reporter		03/31/2023
1	Twig Teacher Single User Grade 3, includes Tools and Reporter		03/31/2023
1	Twig Teacher Single User Grade 5, includes Tools and Reporter		03/31/2023
1	Twig Teacher Single User Grade K, includes Tools and Reporter		03/31/2023

Subtotal	\$3,638.12
Tax Total	\$281.99
Total	\$3,920.11