



BARONA INDIAN CHARTER SCHOOL

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

BaronaIndianCharterSchool.com

Governing Board of Directors REGULAR BOARD MEETING AGENDA August 19, 2024 — 9:00 AM

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, Melanie Villa- Secretary/Treasurer, Darla Boller- Member, & Danthia Gil Member**
- II. **Approval of Agenda-** changes to the agenda are made at this time.
- III. **Approval of Minutes** for June 24, 2024 & June 28, 2024
- VI. **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.
- V. **Special Education Report-** Special Education consultant Carolyn Nunes will report to the board on the direction of the SPED department.
- VII. **Action Items**
 - A. **Approval to hire Marcella Nino, School Psychologist, as an independent service contractor-** She will partner with the Barona Indian Charter School's Special Education Department to enhance and support both General Education programs and Special Education services. This collaboration will include providing guidance and counseling and ensuring compliance with state and federal regulations pertaining to Individualized Education Programs (IEPs).
 - B. **Approval to hire Edna Vazquez, School Psychologist, as an independent service contractor-** She will partner with the Barona Indian Charter School's Special Education Department to enhance and support both General Education programs and Special Education services. This collaboration will include providing guidance and counseling, conducting special education assessments, and ensuring compliance with state and federal regulations pertaining to Individualized Education Programs (IEPs).
 - C. **Approval of 2024-2025 San Diego County Nonpublic Master Contract w/Specialized Therapy Services -** 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.
 - D. **Approval of BICS School Board Communication Policy**
 - E. **Ratify the Purchase of Tables for Cafeteria-** Tables were purchased for the new cafeteria.

F. Ratify the Purchase of New Blinds – New blinds were purchased to replace old, non-functioning blinds in the 2nd grade classroom and all three (3) back bungalows.

VIII. Reports- Principal Julie Cushman will report to the Board.

IX. Organizational Business

A. Charter School Development Center Conference November 18-20, 2024, Sacramento

B. Future agenda items and/or Board member comments

C. Upcoming meetings

1. September 16, November 18

X. 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.

Governing Board of Directors

REGULAR BOARD MEETING MINUTES

June 24, 2024 — 9:15 AM

1. **Call to Order** Meeting was called to order at 9:17am
Roll Call: Ray Welch – Chairman, Tawnya Phoenix- Vice Chair, Danthia Gil- Secretary/Treasurer, Darla Boller- Member, & Melanie Villa- Member
Other Members in attendance: Julie Cushman, Principal/Director, Kathy Clenney, Legal Counsel,
2. **Approval of Agenda-** Agenda approved.
 Motion to approve the agenda was made by Danthia Gil and seconded by Darla Boller.
 Carried 5, 0, 0.
3. **Closed Session Began** (9:08 AM) – Principal/Director Evaluation
4. **Closed Session Ended** (10:25 AM) – Principal/Director Evaluation – Member Danthia Gil left meeting at 9:40am
5. **Action Items**
 - A. **Approval of Julie Cushman to Continue as Principal/–** The Board approved a new contract to the Principal/Director Julie Cushman. This new contract will begin July 1, 2024.
 - B. **Approval of Minutes for June 10, 2024 -** Motion to approve the June 10 minutes was made by Melanie Villa and seconded by Darla Boller.
 Carried 4, 0, 0.
6. **Public Comment-** No public comments were made
7. **Action Items**
 - A. **Approval of the 2024-25 Budget–** The Board approved the 2023-24 fiscal year budget. This budget features similar staffing needs and shall be filed with the San Diego County Superintendent of Schools by July 1, 2024.
 Motion to approve the 2024-25 Budget was made by Darla Boller and seconded by Tawnya Phoenix. Carried 4, 0, 0
 Darla Boller left meeting at 10:33am.
 - B. **Presentation and Approval of the Local Control Accountability Plan (LCAP) –** The LCAP is a three-year plan that describes how the school plans to support student outcomes through goals and actions built around ten state priorities. This LCAP will be submitted to the state before July 1, 2024
 Motion to approve the 2024-25 Local Control Accountability Plan (LCAP) was made by Tawnya Phoenix and seconded by Melanie Villa. Carried 3, 0, 0
 - C. **Approval of the Education Protection Account Resolution #24-06-01-** The Education Protection Account (EPA) provides LEAs with general purpose state aid funding. The EPA funding is a component of an LEA's total LCFF entitlement as calculated in the Principal Apportionment.
 Motion to approve the Education Protection Account Resolution #24-06-01 was made by Tawnya Phoenix and seconded by Melanie Villa. Carried 3, 0, 0
 - D. **Approval of Memorandum of Understanding with Lakeside Union School District -** This MOU outlines the agreement with LUSD regarding fiscal and administrative responsibilities, joint legal relationships, and operational details. The new MOU commences on the Effective Date and runs through June 30, 2025, and will line-up with the new Charter term.
 Memorandum of Understanding was not available by meeting.

E. Approve Resolution to Begin Charter Renewal – This will give the Principal/Director the ability to make current updates to the charter petition.

Motion to approve the Resolution to Begin Charter Renewal was made by Tawnya Phoenix and seconded by Melanie Villa. Carried 3, 0, 0

F. Ratify the Addendum to Food Service Agreement- This is an Addendum to the Contract between Lakeside Union School District, and Barona Indian Charter for services to be conducted from August 19, 2024, through June 12, 2025, for the 2024 - 2025 school year. Prices will stay the same as the 23-24 school year. The previous contract was board approved on June 16, 2022. There were no changes to the contract.

Motion to approve Ratification of the Addendum to Food Service Agreement was made by Tawnya Phoenix and seconded by Melanie Villa. Carried 3, 0, 0

8. Reports – Principal’s Report by Julie Cushman

A. **Attendance ideas** –Discussed an idea of offering transportation to school for students living on the Barona Reservation through the Tribal Office. Will follow up.

B. **Contract with DR. Jeffrey Felix** – BICS will continue to utilize Dr. Felix as a consultant during the Charter Renewal process.

C. **Cafeteria** – Much of the equipment for the new cafeteria has been purchased.

D. **Greenhouse** – The greenhouse has been purchased for the Native Garden.

E. **New Staff** – BICS has hired a new teacher for the 3rd/4th class. Her name is Madison Kelly.

9. Organizational Business

A. Future agenda items and/or Board member comments: No comments

B. Upcoming meetings

- August 19, September 16, November 18

10. Adjournment: Meeting adjourned at 4:23pm.

Motion was made to adjourn meeting by Tawnya Phoenix and seconded by Melanie Villa. Carried 3, 0, 0.

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.

Respectfully submitted by Danthia Gil, Secretary/Treasurer

Governing Board of Directors
REGULAR BOARD MEETING MINUTES

June 28, 2024 — 9:00 AM

1. **Call to Order** Meeting was called to order at 9:03am
Roll Call: Ray Welch – Chairman, Tawnya Phoenix- Vice Chair, Danthia Gil- Secretary/Treasurer & Melanie Villa- Member
Other Members in attendance: Julie Cushman, Principal/Director
2. **Approval of Agenda-** Agenda approved.
 Motion to approve the agenda was made by Tawnya Phoenix and seconded by Danthia Gil. Carried 4, 0, 0.
3. **Public Comment-** No public comments were made.
4. **Action Items**
 - A. **Approval of Memorandum of Understanding Addendum with Lakeside Union School District** - This MOU outlines the agreement with LUSD regarding fiscal and administrative responsibilities, joint legal relationships, and operational details. This addendum will extend the current contract, runs through June 30, 2025, and will line-up with the new Charter term.
 Motion to approve the Memorandum of Understanding Addendum with Lakeside Union School District was made by Tawnya Phoenix and seconded by Danthia Gil. Carried 4, 0, 0
5. **Adjournment:** Meeting adjourned at 9:05am.
 Motion was made to adjourn meeting by Tawnya Phoenix and seconded by Danthia Gil. Carried 4, 0, 0.

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.

Respectfully submitted by Danthia Gil, Secretary/Treasurer

Marcella Nino, School Psychologist
(619) 922-0499
7004 Sherbourne Lane
San Diego, CA 92129

*Barona Indian Charter School
Special Education Consultation
August 1, 2024 - June 30, 2025*

Background:

Please refer to attached resumes.

Overview:

The purpose of this proposal is to partner with the Barona Indian Charter School's Special Education Department to enhance and support both General Education programs and Special Education services. This collaboration will include providing guidance and counseling and ensuring compliance with state and federal regulations pertaining to Individualized Education Programs (IEPs).

Objective:

- To implement a **Student Study Team** process aimed to identify and support students who are struggling in the general education classroom; to include those who are at risk of academic failure, emotional instability and behavior that interferes with learning.
- To implement a **Counseling Program** aimed at helping students develop personal skills to help navigate their emotions, build healthy relationships and make responsible decisions with classmates and staff.
- Provide school wide **Professional Development Training** to assist teachers and staff in helping students realize their potential and support school safety teams as needed.
-

Approach/Services

- Student Study Team
 - Implement the SST process to include determining team roles and responsibilities, maintain regular meeting schedule, gather student data, and provide follow up with teachers
 - Conduct monthly student study team meetings to include follow up with teachers/staff every two weeks or as needed
- General Education Counseling Support
 - Facilitate individual and/or small group counseling for general education students as part of the student study menu of services

- Provide data collection on student behavior, address behavior that interferes with classroom learning, and support classroom management and classroom observation as needed.
- Professional Development
 - Train teachers/staff to develop skills that can be implemented within the classroom (behavior/classroom management, dyslexia, bullying, inclusion, trauma informed, etc.)
 - Participate in on-going monthly action plan meetings to be developed with Principal and Special Education Technical Support Educator
 - Review crisis and safety team protocol and implement support as needed
 - Communicate via email and share google drive documents to keep administration updated

COST:

- *Marcella Nino: rate \$87.50 per hour (includes travel time),*
 - *8-10 hours per week (includes prep time)*
- *Edna Vazquez & Marcella Nino:*
 - *5 hours per trainer once a month in developing, preparation of materials and presenting to staff*

Total hours per Marcella Nino: up to 360 hours per school year

Edna Vazquez's Proposal

Edna Vazquez, School Psychologist
(619) 992-3362
134 Twin Oaks Circle
Chula Vista. Ca. 91910

*Barona Indian Charter School
Special Education Consultation
August 1, 2024 - June 30, 2025*

Background:

Please refer to attached resumes.

Overview:

The purpose of this proposal is to partner with the Barona Indian Charter School's Special Education Department to enhance and support both General Education programs and Special Education services. This collaboration will include providing guidance and counseling, conducting special education assessments, and ensuring compliance with state and federal regulations pertaining to Individualized Education Programs (IEPs).

Objective/Services:

- ERMHS Counseling
 - To provide counseling to students currently receiving in individual or group sessions, focusing on behavioral and social-emotional development
- Assessments
 - To determine eligibility criteria for students being referred for special education services for initials and triennials
- To assist the Principal/Director in developing and implementing training for staff within the Barona Indian Charter School
- Provide ongoing professional development for teachers, emphasizing collaboration and consultation to ensure they are fully supported
 - Behavior/Classroom Management
 - Dyslexia
 - Bullying
 - Inclusion
 - Trauma Informed

- Crisis Intervention

DELIVERABLES:

- *On-going monthly action plan to be developed with Principal/Special Education Director*
- *Communication via email and share google drive documents to keep Principal/Special Education Director updated*

COST:

- *Edna Vazquez: rate \$87.50 per hour (includes travel time)*
 - *10-12 hours weekly counseling, (4 hours prep time weekly)*
 - *Assessment - Initial/Triennial \$1,100 each*
 - *Assessment - Full assessment with ERMHS \$1,600*
- *Edna Vazquez:*
 - *5 hours per trainer once a month in developing, preparation of materials and presenting to staff*

Total hours per Edna Vazquez: up to 640 hours per school year

LEA: Barona Indian Charter School Nonpublic: Specialized Therapy Service Inc.

2024-2025

San Diego County

Nonpublic

Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

San Diego County Nonpublic Master Contract
Main Document

2024-2025

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Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

LEA: Barona Indian Charter School Nonpublic: Specialized Therapy Services, Inc.

2024-2025
Nonpublic
Master Contract

Main Document

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

2024-2025

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

2024-2025

This contract ("Master Contract") is entered into by and between Barona Indian Charter School ("LEA") and Specialized Therapy Services ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2024-2025 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2024 to July 30, 2025. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2024, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2024), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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

2024-2025

3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

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

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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

2024-2025

3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

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

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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

2024-2025

4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

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

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

2024-2025

6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, and make-up sessions per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

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8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

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

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

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by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all “pupil records” under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a “pupil record” under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers’ compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR’S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR’s contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

- 11.1 Upon the mutual agreement of the parties.
- 11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:
 - 11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.
 - 11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.
 - 11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.
 - 11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.
 - 11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.
 - 11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.
 - 11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.
- 11.3 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 pupil to a public school program.
- 11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.
- 11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's

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payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

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

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

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LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

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

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SECTION 22: VENUE AND GOVERNING LAW

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

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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Notices to the LEA:

Julie Cushman Director/Principal
Name/Title

Barona Indian Charter School
Local Education Agency

1095 Barona Road
Address

Lakeside, CA 92040
City State Zip

(619) 443-0948
Phone

(619) 443-7280
Facsimile

jcushman@mybics.org
Email Address

Notices to the CONTRACTOR:

Steve Oas , Director
Name/Title

Specialized Therapy Services, Inc
Nonpublic

4204 A Adams Ave
Address

San Diego CA 92116
City State Zip

(619) 431-5049
Phone

(866) 353-7829
Facsimile

steve@theoascenter.com
Email Address

SECTION 25: DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions of this Master Contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

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SECTION 26: SIGNATURES

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

This Master Contract is effective on Aug 20, 2024 and terminates at 5:00 p.m. on June 30, 2025 unless sooner terminated as provided herein.

CONTRACTOR

Specialized Therapy Services

Nonpublic School Agency



8/15/2024

DATE: _____

Authorized Representative Signature
Steve Oas, CEO Director

(Type) Name and Title

LEA

Local Educational Agency

Barona Indian Charter School

Julie Cushman
Authorized Representative Signature

DATE: _____

Director/ Principal
(Type) Name and Title

LEA Board Approval

DATE: _____

LEA: Barona Indian Charter School Nonpublic: Specialized Therapy Services, Inc.

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Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

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SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Specialized Therapy Services, Inc.

CONTRACTOR NPA ID NUMBER: 1A-37-106

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u>\$88.60</u>	<u>Hourly</u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u>\$61.80</u>	<u>Hourly</u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u>\$73.70</u>	<u>Hourly</u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u>\$80.00</u>	<u>Hourly</u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u>\$88.60</u>	<u>Hourly</u>
<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u>\$85.50</u>	<u>Hourly</u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u>\$64.50</u>	<u>Hourly</u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

Physical Therapy (460)	\$88.60	Hourly
Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)	\$85.50	Hourly
Counseling and Guidance (515)	\$85.50	Hourly
Parent Counseling (520)	\$85.50	Hourly
Social Work Services (525)	\$85.50	Hourly
Psychological Services (530)	\$85.00	Hourly
Behavior Intervention Services (535) – BI Design	\$91.05	Hourly
Behavior Intervention Services (535) – BI Implementation	\$91.05	Hourly
Behavior Intervention Services (535) – BII (AIDE)	\$67.91	Hourly
Behavior Intervention Services (535) – BII (RBT)		
Specialized Services for Low Incidence Disabilities (610)	\$85.50	Hourly
Specialized Deaf and Hard of Hearing (710)	\$85.50	Hourly
Interpreter Services (715)	\$85.50	Hourly
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)	\$85.50	Hourly
Orientation and Mobility (730)	\$85.50	Hourly
Braille Transcription (735)		
Specialized Orthopedic Services (740)	\$85.50	Hourly
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy	\$85.50	Hourly
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2024-2025

SECTION 5: APPROVALS

CONTRACTOR

Specialized Therapy Services, Inc.

Nonpublic Agency



8/15/2024

DATE: _____

Authorized Representative Signature
Steven Oas, CEO, Director

(Type) Name and Title

LEA
Local Educational Agency

Barona Indian Charter School

Authorized Representative Signature

DATE: _____

(Type) Name and Title

LEA Board Approval

DATE: _____

BICS School Board Communication Policy

The Barona Indian Charter School Principal/Director, or in his/her absence, any other employee with knowledge, must advise the BICS School Board, as soon as practicable, of the following:

- 1) Actions that pose an immediate risk to students or staff at the school;
- 2) School employee terminations, whether voluntary or involuntary;
- 3) Student issues that may need action before the next school board meeting;
- 4) Any other issues for which they are likely to be contacted by concerned parents.

Communications pursuant to this policy must be informative only. No board member may express their opinion or the opinion of any other board member, except at a duly called Board meeting.

Board members may not discuss, deliberate or take action, except to request a special meeting where the matter will be discussed.



SCHOOL OUTFITTERS

www.schooloutfitters.com
1-800-260-2776
PO Box 779193
Chicago IL 60677-9193

For assistance, please contact:

Shawn Donnellon
Phone: 866-619-3445
Fax: 866-619-3446
shawn.donnellon@schooloutfitters.com

Order Confirmation

Order # ORD11652307

Aug 09, 2024
Page 1 of 2

Bill To
Barona Indian Charter School
Accounts Payable
1095 Barona Rd

Lakeside, CA 92040-1516 USA
Phone: 1 (619) 443-0948 Fax: 1 (619) 443-7280
Email: jcushman@mybics.org
Customer PO: 24-25-002

Ship To
Barona Indian Charter School
Julie Cushman
1095 Barona Rd

Lakeside, CA 92040-1516 USA
Phone: 1 (619) 443-0948 Fax:
Email: jcushman@mybics.org

SKU #	Description	Qty	List	% off	Your Price (Including options)	Ext. Price
1. LNT-GNI5017	MOBILE BENCH CAFETERIA TABLE W/ PLYWOOD CORE & POWDER COAT FRAME (30" W X 10'L) OPTIONS: Choose a laminate color - Fusion Maple \$0.00 Select a table height - 29" H \$0.00	8	\$4,899.76	55.58%	\$2,176.05	\$17,408.40

**Special product pricing based on BuyQ
(Contract # BQ-SS-003)**

ESTIMATED DELIVERY DATE IS 10/25/2024. IF PAYMENT IS CONFIRMED AFTER 2 PM ET, PLEASE ADD AN ADDITIONAL DAY.

Shipping & Handling Breakdown

Items shipping from: Shipping Via:

Learniture	LTL-BEST DELIVERY SERVICES INCLUDE: Lift Gate Inside Delivery
------------	--

39 of 48

Product SubTotal:	\$17,408.40
Shipping & Handling:	\$3,598.52
Sales Tax:	\$1,349.15
Grand Total:	\$22,356.07

Payment Information			
Date Received 8/9/2024			
Payment Method	CC. / Check / PO Number	Type of Card	Exp
Purchase Order	24-25-002		
If you are paying with a credit card, your card will be charged the day you order. In cases where your order does not ship immediately, this would be considered a prepayment.			

Important notes about this order:

<p>Thank you! Shawn Donnellon – Account Manager shawn.donnellon@schooloutfitters.com (T) 866-619-3445 (F) 866-619-3446</p>
--

<p>California Proposition 65:</p> <p>California's Proposition 65 requires California consumers to be made aware of special warnings for products that contain chemicals known to the state of California to cause cancer and birth defects or other reproductive harm, if those products expose consumers to such chemicals above certain threshold levels.</p> <p>We are providing the following warning for anyone buying products that will be shipped to California :</p> <p>⚠ WARNING: Cancer and Reproduction Harm - www.P65Warnings.ca.gov</p> <p>The safety and well-being of you and your students remains School Outfitters' top priority, and as such, we take all necessary steps to comply with applicable safety and health regulations and uphold our commitment to safety.</p>
--

Thank you for your business.



**SCHOOL
OUTFITTERS**

Phone: 1-866-619-1776

Fax: 1-800-494-1036

3736 Regent Ave.

Cincinnati, Ohio 45212-3724

www.schooloutfitters.com

ORD11652307

Order Follow-Up Information

Aug 9, 2024

Page 1 of 2

Thank you for ordering from School Outfitters. Our customer relations department is here to handle your order, and answer any questions that you may have. To keep things moving there are a few housekeeping items we would like to share with you:

TAX EXEMPT STATUS:

Is your organization tax exempt? If so, and you haven't already, please email your tax exempt certificate to taxexempt@schooloutfitters.com, or fax us a copy of your tax exempt certificate at 1-800-494-1036, or mail it to School Outfitters, 3736 Regent Ave., Cincinnati, Ohio 45212-3724.

PLEASE MAKE SURE THE PERSON WHO WILL TAKE DELIVERY OF YOUR ORDER READS THE FOLLOWING GUIDELINES:

Understanding a few simple things about the trucking industry can make all the difference in how satisfied you are with your School Outfitters experience, so we encourage you to look at these carefully.

1. ITEMS SHIPPED "FREIGHT" ARE DELIVERED ONLY AS FAR AS THE BACK OF THE DELIVERY TRUCK.

- If you need assistance getting it off of the truck or you need inside delivery and didn't already note it on your order, we can still arrange it. Just call us **TODAY** at 1-866-619-1776.
Note: "Inside Delivery" means the driver will deliver your order inside your first door or onto your loading dock. Inside Delivery does not include delivery to another floor, unpacking or stocking your order. The truck lines do charge for this service. You don't have to worry about this with parcel or small package shipments.

2. IT'S UP TO YOU TO DETERMINE THAT YOUR ORDER IS COMPLETE AND IN GOOD CONDITION:

- If your order is extensively damaged, refuse delivery and call us.
- Unless the driver has time to wait while you unpack and thoroughly inspect your order, write "Driver was unable to wait to open cartons to make inspection" on the delivery receipt when you sign it.
- Note any carton damage on the delivery receipt.
- Count your packages to make sure the number delivered matches the delivery receipt. If it doesn't, note the shortage on the delivery receipt.

3. HOW TO DEAL WITH DAMAGED OR INCOMPLETE SHIPMENTS:

- Make sure you note any obvious problems on the delivery receipt you sign.
- Fully inspect your shipment as soon as possible.
- Keep the original cartons until any problem is resolved.
- **CALL US IMMEDIATELY.** All shipping claims must be reported within 5 business days of delivery. (Anything damaged, missing or not delivered as ordered that is reported within 5 business days will be replaced by School Outfitters at no additional cost.)

RETURNING UNDAMAGED ITEMS:

Even when your order is correct and undamaged, School Outfitters happily accepts returns. Here's what you need to know to avoid misunderstandings:

1. To return something, contact us within 5 business days of delivery for a return authorization number.

2. You'll be reimbursed for the cost of the item. Shipping charges will not be refunded.
3. The manufacturers we work with often charge a restocking fee of 15-25%. When they do, your refund will be reduced by the amount of the charge. Items must be returned in original cartons.
4. We can arrange return shipping for you, or you may arrange it yourself. In either case you will be responsible for return shipping charges.

But our goal is to make sure you always get precisely what you want so you'll never have to return anything.

WE VALUE YOUR BUSINESS:

At School Outfitters, we appreciate you and want to continue earning your business by offering the products you need, the prices you want and the personal attention you deserve. So if we can ever be of service, please don't hesitate to call us.

Thank you,
School Outfitters Customer Relations
1-866-619-1776



Furnishing great
places to learn.®

www.schooloutfitters.com • 3736 Regent Ave. • Cincinnati, Ohio • 45212

Phone: 1-866-619-1776 • Fax: 1-800-494-1036

School Outfitters Standard Terms and Conditions

1. **Acceptance.** School Outfitters, LLC, a Kentucky limited liability company is referred to herein as “Seller,” and the company to whom goods and/or services are sold is referred to herein as “Buyer.” These Terms and Conditions together with Seller’s written order confirmation (collectively “Agreement”) shall apply to all purchases of products by Buyer from Seller. Any additional or different terms contained in Buyer’s purchase order(s) or other documents submitted by Buyer, shall not apply and shall be of no force or effect, and are hereby expressly rejected by Seller. No additions to or modifications of any of the terms and conditions hereof shall be effective unless made in writing and signed by both parties. Seller’s waiver of any breach, or failure to enforce any of these terms and conditions at any time, shall not in any way affect, limit, or waive Seller’s right thereafter to enforce or compel strict compliance with every term and condition thereof. The terms and conditions set forth herein when coupled with Seller’s written order confirmation represent the entire agreement with respect to Buyer’s order and supersede all prior agreements, understandings, representations or warranties, whether oral or written relating to such order.
2. **Prices and Taxes.** All orders are accepted subject to Seller’s price indicated on Seller’s written order confirmation. If Buyer makes any additions to or alterations in the order placed with Seller, Seller shall be entitled to reject such additions or alterations or to cancel the order. Seller shall not be liable for any transportation charges incurred at destination. Unless specifically indicated otherwise, prices do not include taxes, which are separately itemized. Buyer shall pay all applicable taxes and governmental charges relating to the products. Seller shall not be responsible for switching, spotting, handling, demurrage or any other transportation or accessories service or for any charges incurred therefore.
3. **Delivery.** All means of loading, transportation and routing shall be subject to the control of Seller unless otherwise specified. Delivery by truck will be made to the nearest points reasonably accessible by truck as determined by driver. Buyer shall pay for necessary labor to unload and store goods. All delivery dates stated by Seller are approximate dates only and estimated in good faith to the best of Seller’s ability. Seller shall not be responsible for any loss or damages resulting from any delays in delivery or pick-ups of any products. Seller reserves a purchase money security interest in the products until the purchase price has been fully paid. Buyer agrees to execute, and hereby appoints Seller as its attorney in fact to execute on Buyer’s behalf, any documents requested by Seller which are necessary for attachment and perfection of its security interest. If Buyer defaults, Seller will have all the rights of a secured creditor under the Uniform Commercial Code as enacted in the State of Ohio.
4. **Cancellation; Buyer’s Inspection and Acceptance.** Any order cancellation may be subject to a cancellation charge as determined by Seller. Buyer shall make an examination of any products delivered hereunder immediately upon receipt by Buyer, and failure of Buyer to give notice of any claim within five business days after the receipt of such products shall be an unqualified acceptance of said products. Any course of dealing between the parties to the contrary notwithstanding, any claim by Buyer shall be deemed waived unless received by Seller in writing within five business days from the date of receipt of the product to which such claim relates.
5. **Payments.** Unless otherwise mutually agreed to in writing, all payments due from Buyer to Seller shall be made in immediately available United States Dollars and are due and payable thirty (30) days from the date of invoice. All invoices are to be paid in full when due. Notwithstanding the foregoing, if, in Seller’s judgment from time to time, Buyer’s financial condition does not justify continuance of production or shipment on the terms specified, then Seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of Buyer or in the event that any proceeding is brought by or against Buyer under bankruptcy or similar laws, Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges. A finance charge of 1.5% per month, equivalent to 18% per annum, will be charged on all past due balances. Seller may refuse to do future business with Buyer if Buyer fails to keep its account current.
6. **Default.** Seller may, without liability, suspend delivery of products ordered by Buyer and/or, at Seller’s option, terminate the Agreement if Buyer: (a) fails to perform any of the terms and conditions hereof and does not cure such failure within a period of ten (10) days after receipt of written notice from Seller specifying such failure, provided, that, no such cure period shall apply to Buyer’s failure to pay in a timely manner; (b) in Seller’s opinion, has not established or maintained credit to meet promptly Seller’s payment terms or has defaulted on the payment terms of any other transaction with Seller; or (c) becomes insolvent, makes an assignment in favor of creditors, or becomes subject to any bankruptcy, dissolution or similar proceedings.
7. **Force Majeure.** If performance of Seller’s obligations hereunder is prevented or impaired due to acts of God, fire, war, terrorism, civil disturbance, strikes or other labor trouble, damage by the elements, or other casualty, condemnation, governmental actions, interruptions of power or communication, transportation problems, or any other cause beyond Seller’s reasonable control (individually and collectively, a “Force Majeure”),

Seller shall have such additional time to perform as may be reasonably necessary in the circumstances or shall have the right to cancel the Agreement if such conditions make performance hereunder impossible or impractical. Seller shall have no liability to Buyer for any delay in performance or cancellation of the Agreement due to Force Majeure and if Seller terminates the Agreement pursuant to this Section 7, Seller shall refund any payment which Buyer has already made on account of the price (subject to deduction of any amount Seller is entitled to claim from Buyer), but Seller shall not be liable to compensate Buyer for any further loss or damage caused by the termination or any failure to deliver products arising out of it.

8. **Limitation of Warranties; Remedies.** SELLER WARRANTS THAT ITS PRODUCTS SOLD TO BUYER SHALL MEET ANY MUTUALLY AGREED WRITTEN SPECIFICATIONS. OTHER THAN THE FOREGOING, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT, AND SELLER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT. IN PARTICULAR, BUT WITHOUT LIMITATION, BUYER ACKNOWLEDGES THAT NO SAMPLE, CATALOG, TECHNICAL SCHEDULE, PRICE LIST OR ANY OTHER PRODUCT LITERATURE OF SELLER SHALL BE DEEMED TO CONSTITUTE OR CONTAIN ANY REPRESENTATION, WARRANTY OR CONDITION RELATING TO THE PRODUCTS. THE EXCLUSIVE REMEDY OF BUYER FOR ANY BREACH OF THE FOREGOING WARRANTIES IS LIMITED TO, AT SELLER'S OPTION, REPLACEMENT OF THE PRODUCTS THAT ARE THE SUBJECT OF THE PURCHASE ORDER OR A REFUND OF ANY PURCHASE PRICE ACTUALLY PAID BY BUYER TO SELLER FOR THE RELEVANT PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR INJURY TO PERSON OR PROPERTY, LOST PROFITS OR REVENUE, LOST SALES OR LOSS OF USE OF ANY PRODUCT, RESULTING FROM, ARISING OUT OF OR RELATING IN ANY WAY (DIRECTLY OR INDIRECTLY) TO ANY PRODUCT(S) ORDERED BY BUYER FROM SELLER OR THE USE OF SUCH PRODUCTS. IN NO EVENT AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY SELLER, SHALL SELLER HAVE ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE CONTRACT PRICE OR PRICES OF THE PERTINENT PRODUCTS IN QUESTION.
9. **Indemnification.** Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all damages, liability, claims, judgments, decrees, expenses and costs (including but not limited to attorneys' fees) resulting from or arising out of Buyer's use and/or resale of any products delivered hereunder. Further, without limiting the generality of the foregoing, if the products delivered hereunder are prepared according to Buyer's specifications, Buyer shall indemnify, defend and hold Seller harmless against any and all damages, liability, claims, judgments, decrees, expenses and costs (including but not limited to attorneys' fees) arising out of or relating to actual or claimed patent or trademark infringement on account of such preparation or manufacture.
10. **Attorneys' Fees; Non-Waiver.** In the event of any litigation or collection action arising out of or relating to the Agreement, Buyer agrees to promptly reimburse Seller all costs and expenses of collection, suit, or other legal action, including reasonable attorneys' fees, incurred by Seller. Failure by Seller to enforce any rights under or to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of any breach or a waiver of such provision.
11. **Assignment; Severability.** Buyer may not assign any of its rights or obligations under this Agreement without Seller's prior written consent. In the event that any phrase, clause or other provision hereof shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.
12. **Applicable Law.** The laws of the State of Ohio, without giving effect to the choice of law provisions thereof, shall govern the applicability of the Agreement and shall decide any disputes based in whole or in part on the Agreement. Any action, suit or proceeding relating to or arising out of the Agreement, shall be brought and prosecuted as to all parties exclusively in, and the parties hereby irrevocably consent to service of process, personal jurisdiction and exclusive venue in, the state and federal courts of general jurisdiction located in Hamilton County, Ohio, USA.

Order Confirmation / Invoice

Budget Blinds of Escondido

500 La Terrazzo Blvd
 Escondido, CA 92025
 Phone: (760) 205-2184
 Email: guilliam.leger@budgetblinds.com
 Web Site: <https://www.budgetblinds.com/>



Invoice #: 1394 07/02/2024

Designer: Guillian Leger

Account Name: Barona Band of Mission Indians / Bob Abdul C2022-047 – BTWA Offices

Assigned Contact: Julie Cushman jcushman@mybics.org (619) 322-0912

Bill to Address	
Barona Band of Mission Indians / Bob Abdul C2022-047 – BTWA Offices 1095 BARONA RD LAKESIDE, CA 92040-1516	Cell : *(619) 792-0393 Email : babdul@barona-nsn.gov Sidemark : 1000 - Barona School PO# :

Installation Address
Barona Band of Mission Indians / Bob Abdul C2022-047 – BTWA Offices 1095 Barona Rd SCHOOL Lakeside, CA 92040

Window Name	Product	Taxable	Unit Price	Qty	Total
BR1 - W1	CELLULAR SHADES Signature Series; Product: SIGNATURE SERIES CELLULAR SHADE, Mount: INSIDE MOUNT, Cell Size: 3/4" SINGLE CELL, Color: LSC AWAKEN IMPERIAL WHITE (91321), Control Type: CORDLESS CONTROL, Lift Position: NO LIFT, 6' Skylight Pole: 0, 9.5' Skylight Pole: 0,	Y	\$318.00	1	\$318.00
BR1 - W2	CELLULAR SHADES Signature Series; Product: SIGNATURE SERIES CELLULAR SHADE, Mount: INSIDE MOUNT, Cell Size: 3/4" SINGLE CELL, Color: LSC AWAKEN IMPERIAL WHITE (91321), Control Type: CORDLESS CONTROL, Lift Position: NO LIFT, 6' Skylight Pole: 0, 9.5' Skylight Pole: 0,	Y	\$318.00	1	\$318.00
BR1 - W3	CELLULAR SHADES Signature Series; Product: SIGNATURE SERIES CELLULAR SHADE, Mount: INSIDE MOUNT, Cell Size: 3/4" SINGLE CELL, Color: LSC AWAKEN IMPERIAL WHITE (91321), Control Type: CORDLESS CONTROL, Lift Position: NO LIFT, 6' Skylight Pole: 0, 9.5' Skylight Pole: 0,	Y	\$318.00	1	\$318.00
BR1 - W4	CELLULAR SHADES Signature Series; Product: SIGNATURE SERIES CELLULAR SHADE, Mount: INSIDE MOUNT, Cell Size: 3/4" SINGLE CELL, Color: LSC AWAKEN IMPERIAL WHITE (91321), Control Type: CORDLESS CONTROL, Lift Position: NO LIFT, 6' Skylight Pole: 0, 9.5' Skylight Pole: 0,	Y	\$318.00	1	\$318.00
BR1 - W5	CELLULAR SHADES Signature Series; Product: SIGNATURE SERIES CELLULAR SHADE, Mount: INSIDE MOUNT, Cell Size: 3/4" SINGLE CELL, Color: LSC AWAKEN IMPERIAL WHITE (91321), Control Type: CORDLESS CONTROL, Lift Position: NO LIFT, 6' Skylight Pole: 0, 9.5' Skylight Pole: 0,	Y	\$318.00	1	\$318.00
BR1 - W6	CELLULAR SHADES Signature Series; Product: SIGNATURE SERIES CELLULAR SHADE, Mount: INSIDE MOUNT, Cell Size: 3/4" SINGLE CELL, Color: LSC AWAKEN IMPERIAL WHITE (91321), Control Type: CORDLESS CONTROL, Lift Position: NO LIFT, 6' Skylight Pole: 0, 9.5' Skylight Pole: 0,	Y	\$318.00	1	\$318.00
BR2 - W1	CELLULAR SHADES Signature Series; Product: SIGNATURE SERIES CELLULAR SHADE, Mount: INSIDE MOUNT, Cell Size: 3/4" SINGLE CELL, Color: LSC AWAKEN IMPERIAL WHITE (91321), Control Type: CORDLESS CONTROL, Lift Position: NO LIFT, 6' Skylight Pole: 0, 9.5' Skylight Pole: 0,	Y	\$558.00	1	\$558.00
BR2 - W2	CELLULAR SHADES Signature Series; Product: SIGNATURE SERIES CELLULAR SHADE, Mount: INSIDE MOUNT, Cell Size: 3/4" SINGLE CELL, Color: LSC AWAKEN IMPERIAL WHITE (91321), Control Type: CORDLESS CONTROL, Lift Position: NO LIFT, 6' Skylight Pole: 0, 9.5' Skylight Pole: 0,	Y	\$558.00	1	\$558.00
BR3 - W1	CELLULAR SHADES Signature Series; Product: SIGNATURE SERIES CELLULAR SHADE, Mount: INSIDE MOUNT, Cell Size: 3/4" SINGLE CELL, Color: LSC AWAKEN IMPERIAL WHITE (91321), Control Type: CORDLESS CONTROL, Lift Position: NO LIFT, 6' Skylight Pole: 0, 9.5' Skylight Pole: 0,	Y	\$558.00	1	\$558.00



Order Confirmation / Invoice

Invoice #: 1394 07/02/2024

Designer: Guillian Leger

Account Name: Barona Band of Mission Indians / Bob Abdul C2022-047 – BTWA Offices

Budget Blinds of Escondido

500 La Terrazzo blvd

Escondido, CA 92025

Phone: (760) 205-2184

Email: guillian.leger@budgetblinds.com

Web Site: <https://www.budgetblinds.com/>



Window Name	Product	Taxable	Unit Price	Qty	Total
BR3 - W2	CELLULAR SHADES Signature Series; Product: SIGNATURE SERIES CELLULAR SHADE, Mount: INSIDE MOUNT, Cell Size: 3/4" SINGLE CELL, Color: LSC AWAKEN IMPERIAL WHITE (91321), Control Type: CORDLESS CONTROL, Lift Position: NO LIFT, 6' Skylight Pole: 0, 9.5' Skylight Pole: 0,	Y	\$558.00	1	\$558.00
BR4 - W1	CELLULAR SHADES Signature Series; Product: SIGNATURE SERIES CELLULAR SHADE, Mount: INSIDE MOUNT, Cell Size: 3/4" SINGLE CELL, Color: LSC AWAKEN IMPERIAL WHITE (91321), Control Type: CORDLESS CONTROL, Lift Position: NO LIFT, 6' Skylight Pole: 0, 9.5' Skylight Pole: 0,	Y	\$558.00	1	\$558.00
BR4 - W2	CELLULAR SHADES Signature Series; Product: SIGNATURE SERIES CELLULAR SHADE, Mount: INSIDE MOUNT, Cell Size: 3/4" SINGLE CELL, Color: LSC AWAKEN IMPERIAL WHITE (91321), Control Type: CORDLESS CONTROL, Lift Position: NO LIFT, 6' Skylight Pole: 0, 9.5' Skylight Pole: 0,	Y	\$558.00	1	\$558.00

Additional Items	Memo	Taxable	Unit Price	Qty	Total
Installation per unit		N	\$45.00	12	\$540.00
Shipping per unit	Shipping Per Unit	N	\$15.00	12	\$180.00

Payment Date	Payment Method	Memo	Amount
08/13/2024	Check		\$6,383.40

This is a CUSTOM order. Due to the customer's selection of brand, style, controls, color etc., all sales are final. Because of the custom nature of this order please allow at least 4-8 Weeks from the time of deposit to install. By Signing below and placing a 50% deposit on this order, customer agrees to the above, and order will be placed.

Product Subtotal:	\$5,256.00
Additional Charges:	\$720.00
Order Subtotal:	<u>\$5,976.00</u>
Est Tax/Tax:	\$407.40
Total:	<u>\$6,383.40</u>
Payments Made:	\$6,383.40
Balance Due:	<u>\$0.00</u>

Terms & Conditions

CANCELTION - Customer may cancel this transaction, without any penalty or obligation, within three business days from the date on this invoice OR five business days from the date on this invoice for customers over 65. If you cancel, any payments made by you, will be returned by the seller within ten (10) business days following receipt of your cancelation notice. If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of cancelation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, then you remain liable for the performance of all obligations under the contract. To cancel this transaction, email a signed and dated copy of this cancelation notice to guillian.leger@budgetblinds.com with subject line: "Cancelation: [your name]" Budget Blinds of Escondido, hereafter BBE, reserves the right to cancel the agreement and refund any down payment should BBE experience unforeseen circumstances that result in additional supply costs, including increases in materials, transportation or labor costs. In the event

Order Confirmation / Invoice

Invoice #: 1394 07/02/2024

Designer: Guillian Leger

Account Name: Barona Band of Mission Indians / Bob Abdul C2022-047 – BTWA Offices

Budget Blinds of Escondido

500 La Terrazzo blvd

Escondido, CA 92025

Phone: (760) 205-2184

Email: guillian.leger@budgetblinds.com

Web Site: <https://www.budgetblinds.com/>



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the work cannot be performed in accordance with local codes or ordinances, any payment for merchandise and/or labor made hereunder shall be refunded by BBE and this agreement shall be null and void and of no effect. TAXES: Customer agrees to pay BBE the amount of any sales, use or other tax payable upon the sale of good described in this order. PAYMENT: Payment is due as set forth in the proposal. For any portion of the purchase price not paid when due, customer agrees to pay BBE a delinquency charge on the unpaid balance at the rate of 20% per month for the period of discrepancy. A \$25 fee will be charged for returned checks. CHANGES TO ORDER: This order shall be appropriately adjusted, including an adjustment in profit and overhead, if changes to the specifications or work cause an increase to BBS costs. CONCEALED CONDITIONS: Window coverings require proper support structure for installation. Customer is responsible for installing any support structures needed for window covering installation. Customer understands that additional, unexpected costs related to an existing or concealed condition may be revealed during installation, and that these additional costs shall be the sole responsibility of the customer. BBE shall not be held responsible for reasonable delays caused by such conditions. Upon scheduling installation, if the customer needs to reschedule this must be done 24 hours in advance or the customer will pay a \$200 late cancelation fee.

Consumer Disclosure and Consent Under the ESIGN Act

This document serves as a disclosure and consent statement as required under Section 101(c) of the Electronic Signatures in Global and National Commerce Act (ESIGN Act).

- Electronic Records and Signatures:** By agreeing to this statement, you consent to the use of electronic records and signatures in our transactions with you. You understand that electronic signatures and records are legally binding in the same way as traditional paper documents and handwritten signatures.
- Hardware and Software Requirements:** To access and retain electronic records, you will need the following: A device with Internet and email access.
- Right to Paper Copy:** You have the right to request a paper copy of any electronic record. A paper copy of any electronic record is available at no cost.
- Withdrawing Consent:** You may withdraw your consent to receive electronic records at any time. To withdraw consent, you must notify your local Budget Blinds franchise that you wish to withdraw and request all documents, notices, and disclosures in paper format. After withdrawing consent if at any point in the future you proceed forward with a new transaction and utilize the electronic signature system you are once again consenting to receive records electronically.
- Updating Contact Information:** It is your responsibility to keep your contact information up to date. Please inform your local Budget Blinds franchise if you need to update any contact information.
- Legal Effect:** Your consent to use electronic records and signatures does not alter your rights or obligations under federal and state laws unless such rights or obligations are specifically addressed in the agreement or law.

Signatures

07/02/2024

Signature

Date

07/02/2024

Sales Rep

Date

Order
Confirmation / Invoice

Invoice #: 1394 07/02/2024

Designer: Guillian Leger

Account Name: Barona Band of Mission Indians
/ Bob Abdul C2022-047 – BTWA Offices

Budget Blinds of Escondido

500 La Terrazzo blvd

Escondido, CA 92025

Phone: (760) 205-2184

Email: guillian.leger@budgetblinds.com

Web Site: <https://www.budgetblinds.com/>



Order Confirmation / Invoice

Invoice #: 1394 07/02/2024

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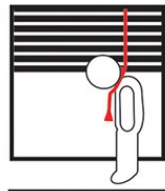
Escondido, CA 92025

Phone: (760) 205-2184

Email: guillian.leger@budgetblinds.com

Web Site: <https://www.budgetblinds.com/>

! WARNING / ADVERTENCIA



Window blind cord can STRANGLE your child. To prevent strangulation, purchase cordless products or products with inaccessible cords.

La cuerda de la persiana puede ESTRANGULAR a su niño. Para evitar el estrangulamiento, compre alternativas cuerda o productos con cuerdas inaccesibles.

! WARNING

 The cords on this product present a potential strangulation hazard.

 For child safety, consider cordless alternatives or products with inaccessible cords.

! MISE EN GARDE

 Les cordons de ce produit présentent un risque d'étranglement.

 Pour la sécurité des enfants, envisagez à choisir des produits sans cordon ou des produits dont les cordons ne sont pas accessibles.

5.1.3 & 5.1.4