



BARONA INDIAN CHARTER SCHOOL

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

BaronaIndianCharterSchool.com

Governing Board of Directors REGULAR BOARD MEETING AGENDA November 13, 2023 — 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, **Danthia Gil-** Secretary/Treasurer, **Darla Boller-** Member, & **Melanie Villa-** Member
- II. **Approval of Agenda-** any changes to the agenda must be made at this time
- III. **Public Comment-** Any person may address the Board about any agenda item and may be granted five (5) minutes to talk when an item is discussed. Time per agenda item shall be determined based on the number of speakers. This time will not exceed 30 minutes. Board may lengthen time by consensus.
- IV. **Approval of Minutes** for September 18, 2023
- V. **Action Items**
 - A. **Ratify Reading Instruction Intervention Grant Contract** - The Reading Instruction and Intervention Grant will provide our students with Language Arts Intervention Instruction based on the Science of Reading. The focus will be on building foundational skills, vocabulary and writing. The program is aligned with the California Common Core State Standards. There is no cost to the school and we will receive a \$5000 stipend for materials, substitutes, and/or teacher stipends upon completion.
 - B. **Approval of Student Complaint Policy** – The following is a general “catch all” policy, which is not legally required, but is intended to ensure the school has a basic complaint procedure available to students. Other forms may be required for specific complaints.
 - C. **Approval of Student Dress Code Policy** – The following is meant to provide guidelines on what students can and can't wear, including specific pieces of clothing, hairstyles, and accessories. Dress codes can vary widely in what they restrict.
 - D. **Approval of Policy Against Plagiarism** – This policy requires that your work needs to be yours. But, while the policy focuses on misusing printed sources by failing to paraphrase or use quotation, any time your work is not your own.
- VI. **Discussion Items**
 - BICS Charter Renewal
 - Discussion about the Board’s attendance at the Charter Schools Development Center (CSDC) Leadership Conference November 7-10, 2023 in Anaheim.
- VII. **Organizational Business**
 - Future agenda items and/or Board member comments
 - Upcoming meetings
 - December 11, January 22

VIII. Adjournment

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

Governing Board of Directors
REGULAR BOARD MEETING MINUTES
September 18, 2023 — 9:00 AM

1. **Call to Order:** Secretary/Treasurer Danthia Gil called the meeting to order at 9:01am
Roll Call: Danthia Gil- Secretary/Treasurer, **Darla Boller-** Member, & **Melanie Villa-** Member
Other Members in attendance: Julie Cushman, Principal/Director and Samantha Orahood, Director of Finance.
2. **Approval of Agenda-** Motion to approve the agenda was motioned by Melanie Villa and seconded by Darla Boller. Carried 3, 0, 0.
3. **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.

No public comments were made
4. **Approval of Minutes:** Motion to approve the minutes for August 21, 2023 & September 15, 2023 was made by Darla Boller and seconded by Melanie Villa. Carried 3, 0, 0.
5. **Action Items**
 - A. **Approve the 2023-24 Application for Funding-** The Board reviewed and gave approval of the Application for Funding for specified categorical aid funds. The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various federal programs to county offices, school districts, and direct-funded charter schools throughout California. Motion to approve the 2023-24 Application for Funding was made by Melanie Villa and seconded by Darla Boller. Carried 3, 0, 0.
 - B. **Approve the Purchase of Math Transformations –** the Board approved of Math Transformations, a program that supports teachers in making lasting change to their instructional practice. Participants come to understand the Common Core Standards for Mathematical Practice by engaging in mathematics as adult learners. They learn what it looks and feels like to persevere, look for structure, construct a viable argument, and then connect it to their own classroom practice. Consultants will go into the classrooms with teachers to guide instructional shifts into practice. They use a variety of structures to support teachers at the classroom level including:
 - Lesson Study
 - Observation and Reflective Conversations,

- Video-Analysis,
- Plan/Co Teach
- Demonstration Lessons.

The program would be funded using the IPI (In Person Instruction), ESSER III and the Educator Effectiveness Grants.

Principal/Director Cushman suggested to the board to approve “Option B” from Math Transformations at the behest of the teachers. Motion to approve the purchase of Math Transformations was made by Melanie Villa and seconded by Darla Boller. Carried 3, 0, 0.

- C. Approve the Purchase of Meet the Masters** - the Board approved of the “Meet the Masters Art Program”. As a leading art program, Meet the Masters has introduced 35 Master Artists to more than 3 million students that range from K-8 and beyond. The art lessons and art activities are well researched, historical, culturally diverse, standards-based and continue to inspire young artists all over the world. The cost of the program is \$11,175.00 and will be funded using Prop 28 funds (music/art programs) and the Arts/Music Materials Discretionary Block Grant. The program will be purchased immediately and started as soon as we can. Board would like a roaming Art Cart. Motion to approve the purchase of the Meet the Master’s program was made by Melanie Villa and seconded by Darla Boller. Carried 3, 0, 0.

6. Discussion Items

- A.** Discussion about Board member attendance at the Charter Schools Development Center (CSDC) Leadership Conference on November 8-10, 2023 in Anaheim. Let the board know that the hotel reservations had been updated to include the Tuesday before the conference.

7. Organizational Business

- A.** Future agenda items and/or Board member comments
Board asked about enrollment – up from the beginning of the year, currently 84 with the 3/4 class being full. Mr. Leves is no longer our 7/8 teacher. Mrs. Hoffmann is taking over the class for a few weeks while we look for and hire a replacement. Mr. Roland is helping Andrea Clark cover the SPED minutes. Coach A is doing great with PE.
- B.** Upcoming meetings
November 13, December 11, January 22
Board changed meeting dates for March and June to be able to accommodate the deadlines for the school budget.

8. Adjournment

Motion to adjourn was made by Darla Boller 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 kriel@mybics.org.

Respectfully submitted by Katy Riel

READING INSTRUCTION INTERVENTION GRANT Services Agreement

This Agreement, for the provision of services is entered into this agreement, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as the "SDCOE") and BARONA INDIAN CHARTER SCHOOL (hereinafter referred to as "BICS") who agrees to provide the following services to the BICS:

1. Scope of Work.

SDCOE and BICS shall agree to collaboratively work towards the goals and activities as described in Exhibit "A" entitled "Scope of Work", attached hereto and made a part hereof. This "Scope of Work" outlines the services to be provided.

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

2. Term of Agreement and Schedule of Evaluation Measures and Other Deliverables

This Agreement shall be effective from the period commencing 09/18/23—unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, BICS shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which BICS received from SDCOE or produced for SDCOE for the purposes of this Agreement.

BICS agrees to provide Deliverables as scheduled in Exhibit "B" entitled "Schedule of Evaluation Measures and Other Deliverables" attached.

3. Termination.

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

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

4. Compensation and Reimbursement.

Schools (with under 500 student enrollment) who are engaged in the Strategic and/or Intensive levels of implementation, will receive \$5000 for the purpose of materials, substitutes, and/or teacher stipends upon completion of an end of year expenditure report.

5. Confidential Relationship.

SDCOE may from time to time communicate to BICS certain information to enable BICS to effectively perform the services. BICS shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. BICS shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available

sources of information; (ii) is, through no fault of BICS, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of BICS without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to BICS by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

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

6. Public Records Act.

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

7. Ownership of Documents.

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

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

8. Fund Availability

See Exhibit F Compensation and Reimbursement Sections for funding details.

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

9. Evaluation, Data Privacy and Protection

Evaluation of the RII Grant Project will be conducted by San Diego County Office of Education’s Assessment, Accountability, and Evaluation Team (SDCOE), as outlined in Exhibit “C” entitled “EVALUATION SCOPE OF WORK AND CONFIDENTIALITY AGREEMENT.”

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

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

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

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

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

SDCOE will notify the BICS within 24 hours if the SDCOE discovers an unauthorized access or disclosure of BICS data.

BICS and SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

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

11. Audit.

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

12. Independent DISTRICT.

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

13. Licenses, Permits, Etc.

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

14. BICS's Insurance.

BICS shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:**General Liability**

Bodily Injury and \$1,000,000

Comprehensive form - Property Damage Amount

Products/Completed

Operations

Auto Liability

Bodily Injury and \$100,000/\$300,000

Comprehensive form - Property Damage Amount

Owned, Non-owned Hired Combined

BICS shall file, with SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **COUNTY OFFICE OF EDUCATION** as an additional insured.

15. Workers' Compensation.

BICS shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or BICS shall sign and file on company letterhead stationery with the SDCOE the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

16. Tuberculosis Clearance.

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

17. Pupil Safety/School Safety Act.

SDCOE shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that SDCOE is expected to have with BICS's pupils.

The SDCOE has determined that greater than limited contact (including electronic contact) with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the BICS. No work may take place until the requirements of Education Code section 45125.1 have been met.

The SDCOE has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, a BICS employee will provide supervision at all times when SDCOE has contact with pupils.

The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by Dr. Shannon Baker, Executive Director, Curriculum & Instruction

Signature _____
(SDCOE Program Manager/Director)

Date _____

18. Indemnification.

To the fullest extent allowable by law, BICS agrees to hold harmless, defend, and to indemnify the SDCOE, accept any

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

19. Tobacco-Free Facility.

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

20. Notices.

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

SDCOE: Dr. Shannon Baker, Executive Director of Curriculum and Instruction
San Diego County Office of Education
6401 Linda Vista Rd
San Diego, CA 92111
shannon.baker@sdcoe.net

Copy to: Dr. Angela Bass, Assistant Superintendent
San Diego County Office of Education
6401 Linda Vista Rd
San Diego, CA 92111
angela.bass@sdcoe.net

BICS: Julie Cushman, Principal/Director
Barona Indian Charter School
1095 Barona Rd, Lakeside, CA 92040
(619) 443-0948 ext.300
jcushman@mybics.org

21. Amendment.

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

22. Governing Law/Venue.

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

23. Mediation.

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To

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

24. Compliance with Law.

The BICS shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

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

25. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the BICS certifies that the DISTRICT, and any of its principles and/or subDISTRICTS:

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

26. Authorization to Perform Services.

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

27. Employment with Public Agency and Retirees.

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

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

28. Conflict of Interests.

BICS may serve other clients, but none whose activities or whose business, regardless of location, would place the BICS

in a “conflict of interest” as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. BICS shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. BICS warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. BICS understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and BICS will not be entitled to any reimbursement of expenses, and BICS will be required to reimburse SDCOE for any sums paid to the BICS. BICS understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.

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

30. Severability.

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

31. Entire Agreement.

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

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

SAN DIEGO COUNTY OFFICE OF EDUCATION

BARONA INDIAN CHARTER SCHOOL

Signature

Signature

Michael Simonson

Name (Type or Print)

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Title

Date

Date

EXHIBIT A**SCOPE OF WORK AND TIMELINE**

The County Office and BICS partners agree to support the goals of the RII grant as outlined below in the activities and listings of responsible organizations and target audiences. SDCOE will provide updated versions of the Scope of Work and Timeline should any revisions be required.

Timeline: Intensive Support

November 2023	<ul style="list-style-type: none"> ● Check in meeting with COE
December 2023	<ul style="list-style-type: none"> ● December 5, 11:00-12:30, Implementation Network meeting
January 2024	<ul style="list-style-type: none"> ● Check in meeting with COE
February 2024	<ul style="list-style-type: none"> ● February 6, 11:00-12:30, Implementation Network meeting
March 2024	<ul style="list-style-type: none"> ● Check in meeting with COE
April 2024	<ul style="list-style-type: none"> ● April 16, 11:00-12:30, Implementation Network meeting
May 2024	<ul style="list-style-type: none"> ● Project ARISE Spring Workshop (Date TBD) ● Check in meeting with COE
June 2024	<ul style="list-style-type: none"> ● June 4, 11:00-12:30, Implementation Network meeting

EXHIBIT B
SCHEDULE OF EVALUATION MEASURES AND OTHER DELIVERABLES

Below is a schedule of Evaluation Measures and Deliverable for BICS to provide SDCOE by each due date. SDCOE will provide updated versions of the Schedule of Evaluation Measures and Other Deliverable should any revisions be required.

Reporting Period	Evaluation Measure or Deliverable	Due Date
Oct. 1, 2023 to Sept. 30, 2024	Student Demographic and Baseline Reading Assessment Data as outlined in Exhibit C Evaluation Services and Confidentiality Agreement <ul style="list-style-type: none"> ● Demographic data ● CAASPP-ELA ● Districtwide Assessments ● Other data as requested 	January 31, 2024
	<ul style="list-style-type: none"> ● ELPAC 	July 31, 2024
	<ul style="list-style-type: none"> ● Local Literacy Screener extract three times a year 	July 31, 2024
Oct. 1, 2024 to Sept. 30, 2025	Student Demographic and Most Current Reading Assessment Data as outlined in Exhibit C Evaluation Services and Confidentiality Agreement <ul style="list-style-type: none"> ● Demographic data ● CAASPP-ELA ● Schoolwide Assessments ● Other data as requested 	October 31, 2024
	<ul style="list-style-type: none"> ● ELPAC 	July 31, 2025
	<ul style="list-style-type: none"> ● Local Literacy Screener extract three times a year 	July 31, 2025
Oct. 1, 2025 to Sept. 30, 2026	Student Demographic and Most Current Reading Assessment Data as outlined in Exhibit C Evaluation Services and Confidentiality Agreement <ul style="list-style-type: none"> ● Demographic data ● CAASPP-ELA ● ELPAC ● Schoolwide Assessments ● Other data as requested 	October 31, 2025
	<ul style="list-style-type: none"> ● ELPAC 	January 31, 2026
	<ul style="list-style-type: none"> ● Local Literacy Screener extract three times a year 	July 31, 2026

EXHIBIT C EVALUATION SERVICES AND CONFIDENTIALITY AGREEMENT

Evaluation services described in this section include excerpts from the agreement between the external evaluator, San Diego County Office of Education (SDCOE) and CCCOE that pertain to the BICS.

EVALUATION SERVICES

As described in the grant project narrative, an external project evaluation will be conducted by SAN DIEGO COUNTY OFFICE OF EDUCATION'S ASSESSMENT, ACCOUNTABILITY, AND EVALUATION TEAM (SDCOE), an educational agency that has the necessary background and technical expertise to carry out the proposed evaluation. The SDCOE evaluation team is led by Steven Green, Assessment, Accountability & Evaluation, Senior Director, and Shannon Coulter, Ph.D., Director of Research and Evaluation, who have backgrounds in evaluating school programs, as well as in curriculum, instruction, and assessment.

Overview of Methods and Data to be Collected

Three types of evaluation activities will be conducted to answer the identified evaluation questions, provide information for project decision making, assess progress toward goals, and provide information for dissemination and replication.

- Evaluation of the Fidelity of Implementation – provides documentation, via interviews, observations, surveys, and/or document reviews, of the implementation of project activities including professional development for teachers and other staff, development and implementation of a multi-tiered system of support (MTSS), and administration of assessments.
- Process/Formative Evaluation – provides documentation, via interviews, observations, surveys, and/or document review, to guide the implementation and improvement of key project strategies.
- Summative Evaluation – provides qualitative and quantitative analysis of student achievement as well as implementation data to assess the degree to which interim and end-of-grant project goals have been met.

Data Collection and Analysis

SDCOE evaluators will work with CCCOE staff to co-design and implement data collection procedures that ensure the data are accurate, valid, and reliable for each of the required performance indicators. Evaluators will also work closely with the school and with the CCCOE office to determine what role BICS staff, teachers and students can and should play in the evaluation of their grant project activities, assisting them to better understand how strategies are working to improve achievement and to make decisions on their implementation and refinements. BICS agrees to provide data and other deliverables as identified in Exhibit "B" entitled "SCHEDULE OF EVALUATION MEASURES AND OTHER DELIVERABLES." SDCOE evaluators will oversee the analysis of all data to ensure accurate and valid reporting.

Assessment of Progress Toward Outcomes, Performance Feedback

Data collected through the evaluation methods above provides evidence or indication of progress related to project goals and objectives. Evaluators will support the development of interim reports to provide timely and regular feedback to the BICS on the success and progress of implementation and identify areas for needed improvement. SDCOE evaluators will also support the development of the required quarterly reports as well as the final evaluation report to be completed at the end of year 5.

Coordination of the Evaluation and Reporting

SDCOE will set-up a communication, meeting and reporting schedule with the Project Director at CCCOE. Per the Department of Education award requirements, Annual Reports beginning August 2023, will be submitted via the designated reporting system. A final Evaluation Report will be provided by January 2027.

CONFIDENTIALITY AGREEMENT

I. COMPLIANCE WITH FERPA

SDCOE will comply with the provisions of FERPA in all respects. For purposes of this agreement, SDCOE will use data shared under this agreement for no purpose other than research authorized under §99.31 (6) (iii) of Title 34, Code of Federal Regulations. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. In particular, SDCOE will not disclose any data contained under this agreement in a manner that could identify any individual student or the student's parent(s)/guardian(s), per 34 CFR §99.31 (6)(ii)(A), except as authorized by FERPA.

SDCOE will abide by information re-disclosure limitations per 34 CFR §99.33 (a) (1); §99.33 (a) (2).

SDCOE will destroy all data obtained under this agreement when it is no longer needed for the purpose for which it was obtained in compliance with 34 CFR §99.31(6) (ii) (B); §99.35 (b) (2), or returned to CCCOE's representative.

II. COMPLIANCE WITH PPRA

SDCOE will comply with the provisions of the Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. § 1232h; 34 CFR Part 98) as it applies to programs that receive funding from the U.S. Department of Education (ED).

III. RESEARCH METHODOLOGY

SDCOE will abide by a "small numbers" policy of suppressing findings for any group of students numbering fewer than ten, and to require all employees, SDCOE'S and agents of any kind to also abide by such policy. Where "small numbers" research is necessary, SDCOE will request formal consent from a BICS' representative.

IV. DATA REQUEST AND USE

SDCOE agrees that the single SDCOE authorized representative to request data under this agreement will transmit all data requests and maintain a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this agreement.

The ability to access or maintain data under this agreement shall not under any circumstances transfer from SDCOE to any other institution or entity. SDCOE may not disclose any data to parties not identified in exhibit E of this exhibit without the written consent of a CCCOE representative.

SDCOE may be required by subpoena or other lawfully issued order to divulge Data to law enforcement or another agency. When permitted by the requesting agency, SDCOE shall provide BICS with notice of the request and types of information requested. Both SDCOE and BICS have periodic needs to share Data, as legally allowed, with public agencies needing access to such Data to provide services to students. SDCOE and BICS understand that sharing Data for use in such systems streamlines the process of providing services to students. SDCOE agrees that no Data will be made accessible to any such agency for any purpose other than those limited to the Data required and only under conditions allowed by law. Education Code §§ 49076 and 49076.5, as amended, and 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, as amended, provides specific conditions under which Data may be accessed by or shared with public agencies.

SDCOE may have periodic needs to share Data, as legally allowed, with university researchers and/or educational research organizations for academic purposes to allow researchers to collaborate with BICS and SDCOE or to perform relevant research studies. SDCOE shall notify BICS in writing of any Data sharing pursuant to this Section, as follows (see Exhibit E):

- Describe the identity of the researchers/organizations to whom the Data will be transmitted
- Provide contracts when requested, which shall include provisions binding the researcher/organization to the terms of this MOU
- Describe the types of Data to be transmitted
- Describe the manner in which the Data shall be de-identified or aggregated.
- To the extent that any Data that will be shared with outside researchers/organizations satisfies the definition of “pupil records” under FERPA, confirm that the disclosure of such Data complies with FERPA requirements.

No other entity is authorized to continue using the BICS’s data obtained under this agreement upon cessation of studies conducted under the direct supervision of SDCOE.

SDCOE will require all employees, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement. SDCOE agrees to require and maintain an appropriate confidentiality agreement from each employee, or agent with access to data pursuant to this agreement.

SDCOE will maintain an original data set of the BICS’s data obtained pursuant to this agreement separate from all other data files.

Nothing in this agreement authorizes SDCOE to maintain data beyond the time period reasonably needed to complete the purpose of the request, unless authorized in writing by a CCCOE representative. All data relating to an individual student must be returned or destroyed when no longer needed for the purposes for which the study was conducted.

CCCOE and SDCOE agree that a BICS representative may, upon request, review the records required to be kept

under this agreement.

CCCOE and SDCOE agree that BICS representative may decline to comply with a request if, in her/his/their discretion, s/he/they determines that providing the requested data would not be in the best interest of current or former students at BICS.

CCCOE and SDCOE agree that all requests will include a statement of purpose, if not included in the original proposal, for which data are requested and an estimation of the time needed to complete the project for which the data are requested. The parties may agree to accept data requests by electronic mail, telephone, or facsimile.

V. RESEARCH INSTRUMENTS

SDCOE will submit to a CCCOE representative for review and approval, all surveys, questionnaires, or focus group activities that impact BICS staff or students. CCCOE's approval will be timely and not unreasonably withheld.

VI. RESEARCH PRODUCTS

SDCOE intends to present research findings in written and/or oral format.

SDCOE will present a **first** draft of either preliminary or endmost research findings generated under this agreement to a CCCOE representative **at least two weeks prior** to any written or oral presentation thereof.

The CCCOE's REPRESENTATIVE agrees to take no longer than **two weeks** to review the **first** draft of either preliminary or endmost findings, cite inaccuracies, and/or offer revisions that comport with rigorous research methodology.

SDCOE agrees to submit the **final research product** to the CCCOE at any time prior to any written or oral presentation of endmost findings. The CCCOE reserves the right of review for purposes of accuracy and completeness.

EXHIBIT D

DESCRIPTION OF ESSENTIAL GRANT ACTIVITIES, DELIVERABLES AND RESOURCES

Reading Instruction Intervention (RII) Grant -The California Department of Education (CDE) awarded 9.8 million dollars of grant funds to leverage and expand existing statewide infrastructure, guidance, and expertise to bring coherence to the system of literacy supports to improve student outcomes over a period of three years. Project objectives include:

- Align local and state literacy initiatives through a coordinated effort to build state and local capacity over the life of the project.
- Develop and implement an evidence-based comprehensive State Literacy Plan (SLP) that aligns and integrates state literacy initiatives, content standards, and state guidance documents to support teachers of students, birth through grade twelve.
- Build local capacity to establish, align, and implement local literacy screeners that are used in data based decision making to address the needs of California's most vulnerable children.

California Comprehensive State Literacy Plan (SLP) - The California Comprehensive State Literacy Plan (SLP) is

the foundational element to achieving the objectives of the Comprehensive Literacy State Development grant. The purpose of the SLP is to align and integrate state literacy initiatives, content standards, and state guidance documents to support teachers of students birth through grade twelve.

Local Literacy Planning Toolkit - The Local Literacy Planning Toolkit is a set of resources designed to align the work of local educational agencies (LEAs) at the county, district, and/or school levels with California's [State Literacy Plan \(SLP\)](#), part of the Reading Instruction Intervention Grant. This toolkit outlines a process for BICS to follow to develop and implement BICS and site literacy plans. Implementation of needs-based evidence-based strategies through continuous improvement cycles reflects the SLP's emphasis and modeling of the continuous improvement process.

District and Site Literacy Plans - District Literacy and Site Literacy teams will play an integral role in developing district and site literacy plans. In order to build the capacity to understand, implement and sustain all elements of these plans, teams will engage in professional learning centered on MTSS, evidenced-based strategies, etc.

MTSS Matrix for English-Language Arts(ELA) - This tool, originating from MTSS trainings, will be used to align, organize, and communicate BICS' and site's current ELA & ELD Instructional Plan (as called for by pre-planning steps in the Local Literacy Planning Toolkit). In conjunction with the FIA data, this tool will help to identify the strengths/assets and gaps within the multi-tiered system of support for ELA and possible areas for improvement.

[National Center for Intensive Intervention \(NCII\)](#) - This non-profit organization works to build the capacity of educators to support the implementation of intensive interventions. The grant project team will be utilizing their support, services, and tools for professional learning and other MTSS-related processes.

Asynchronous Learning Modules: Accelerate Reading Achievement with the Science of Reading, Executive Functioning and Data Based Individualization- This is a self-paced course consisting of ten facilitated online modules. The goal being to build the knowledge and capacity of educators to implement effective reading instruction and meet the needs of struggling readers.

Community of Practice - The lead learners from BICS will convene to learn, collaborate, and problem-solve around effective reading instruction and interventions and supporting those with reading difficulties. Resource and expertise sharing will be facilitated.

EXHIBIT E
OUTSIDE RESEARCH AGENCIES

Introduction: SDCOE will engage with two research agencies to allow researchers to collaborate with the LEAs and SDCOE or to perform relevant research studies. These agencies include:

California Collaborative for Excellence in Education

Point of Contact: David Toston
Position: Senior Advisor
Email address: dtoston@ccee-ca.org

Contracts

Agreements between Contra Costa County Office of Education, the California Department of Education, the California Collaborative for Excellence in Education are available from Erin Roberts (eroberts@cccoe.k12.us)

Shared Data

CDE administrative data, RII partner data (literacy screener results)

De-identification

We will deploy two methods for de-identifying protected information. In some cases, we will remove the information from the dataset so there is no residual of personally identifiable information (PII) remaining. This includes information like names, geographic information, telephone numbers, email addresses, IP addresses, credential numbers, and others. For other situations, we will apply scientific principles to anonymize the information. This process is known as hashing, and it is a one-way process of transforming a string of characters into a unique string using an algorithm. For example, an SSID number for 768805322 becomes cb9bbef569d929cb3cfa8ae91f96b9167390e6e4b5145. This process allows us to share the datasets across organizations without disclosing PII so that our research partners can link student data to schools for evaluative purposes.

American Institutes of Research

Point of Contact: Raquel Sanchez
Position: Senior Researcher in Learning Supports
Email address: rsanchez@air.org

Contracts

Agreements between Contra Costa County Office of Education, the California Department of Education, the American Institutes of Research are available from Erin Roberts (eroberts@cccoe.k12.us)

Shared Data

See shared data above.

De-identification

See process above.

The New Teacher Project

Point of Contact: Erin Martin
 Position: Project Director
 Email address: erin.martin@tntp.org

Contracts

Agreements between Contra Costa County Office of Education, the California Department of Education, the The New Teacher Project are available from Erin Roberts (eroberts@cccoe.k12.us)

Shared Data

See shared data above.

De-identification

See process above.

The Center for Whole-Child Education at Arizona State University

Point of Contact: Katie Brackenridge
 Position: Partnership Director
 Email address: katie.brackenridge@asu.edu

Contracts

Agreements between Contra Costa County Office of Education, the California Department of Education, Arizona State University's Center for Whole-Child Education are available from Erin Roberts (eroberts@cccoe.k12.us)

Shared Data

See shared data above.

De-identification

See process above.

National Center for Intensive Intervention

Point of Contact: Sarah Benz
 Position: Technical Assistance Provider
 Email address: sbenz@air.org

Contracts

Agreements between Contra Costa County Office of Education, the California Department of Education, the National Center for Intensive Intervention are available from Erin Roberts (eroberts@cccoe.k12.us)

Shared Data

See shared data above.

De-identification

See process above.

University of California San Francisco

Point of Contact: Phaedra Bell
Position: Program Lead UCSF Dyslexia Center
Email address: Phaedra.bell@ucsf.edu

Contracts

Agreements between Contra Costa County Office of Education, the California Department of Education, the University of California, San Francisco are available from Erin Roberts (eroberts@cccocoe.k12.us)

Shared Data

See shared data above.

De-identification

See process above.

University of La Verne

Point of Contact: Marga Madhuri
Position: Professor, Teacher Education
Email address: mmadhuri@laverne.edu

Contracts

Agreements between Contra Costa County Office of Education, the California Department of Education, the University of La Verne are available from Erin Roberts (eroberts@cccocoe.k12.us)

Shared Data

See shared data above.

De-identification

See process above.

SDCOE shall comply with all FERPA requirements and California Department of Education recommendations for sharing data and reporting findings to the public.

EXHIBIT F
COMPENSATION AND REIMBURSEMENT

\$5000 (*Schools with an enrollment below 500 students.*)

For the purpose of:

- Securing materials
- Substitutes
- Offering Teacher Stipends

To further the literacy goals at the site.

An expenditure report will be due June 1

Reading Instruction and Intervention Grant



CONTRA COSTA COUNTY
Office of Education
learn • lead • achieve



Accelerating Read
Interventions for
Systematic Excellence

Click [here](#) for Project ARISE Application link.



Contact [Melanie Stone](#) with questions.

Delivery Model: Supporting Language Arts Instruction for All Students

Project ARISE will support participants using a three-tiered model:

Intensive (Level 3)

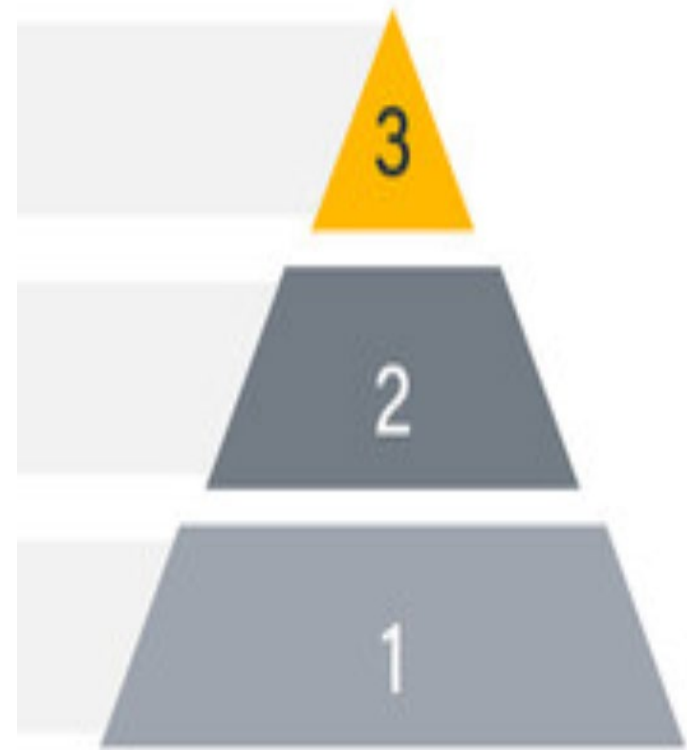
Free, targeted instructional coaching from County Offices of Education tailored to a district or schools individual needs.

Strategic (Level 2)

Participation in Implementation Network

Baseline (Level 1)

- 14 Modules Available
- Science of Teaching Reading (*TNTP*)
- Executive Function (*Center for Whole Child Education*)
- Literacy Data Based Individualization (*National Center on Intensive Education*)

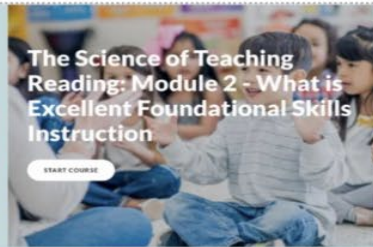


LEAs must apply to participate in Strategic and Intensive levels of support.

Baseline Support

Online Course

- 14 Modules, 1-3 hours each
- Section 1 - Executive functioning and literacy skills
- Section 2 - The Science of Teaching Reading - focus on Foundational Skills, Knowledge and Vocabulary Building, and Writing, aligned to CA CCSS and CA ELA/ELD Framework
- Section 3 - Intensive Intervention and Data Based Individualization



SEPTEMBER 14, 2023
3:30 P.M.- 4:45 P.M.

Center for Whole-Child Education

ASU Mary Lou Fulton
Teachers College
Arizona State University

Creating the conditions for learning and reading

- Overview of the Science of Learning/Development and Whole-Child practices
- Setting the conditions for learning so all students may thrive
- Connecting Executive Functions (EF) and Literacy

SEPTEMBER 21, 2023
3:30 P.M.- 4:45 P.M.



Keys to effective foundational skills instruction

- Observe model lesson
- Collaborate with role-alike peers
- Practice with foundational skills-specific observation/coaching tool

SEPTEMBER 28, 2023
3:30 P.M.-4:45 P.M.

National Center on
INTENSIVE INTERVENTION

at the American Institutes for Research® ■

Learn about data-based individualization (DBI):

- Process/framework to provide and intensify interventions for students with intensive and/or persistent needs
- Reflect on current intensive interventions
- Introduction to resources to guide the DBI process



Click [here](#) to register—available to all!

Strategic LEA Support

- Target LEAs serving high percentages of dually identified students and those without universal screening or other systems to identify students struggling with reading.
- A team of leaders (administrators, coordinators, coaches, teacher leaders) from LEAs will participate in bimonthly **Implementation Network** meetings to support the application and implementation of the strategies and structures that staff are learning in the modules.

**LEAs will commit to Professional Learning time and/or allocate resources to support intensified work.*

Intensive LEA Support Options

Connecting Online Modules to Classroom Practice

- Staff Meeting/**Professional Development Support**
- **Lesson Studies**
- **Multilingual** Learner/**Biliteracy** Support
- Support for **Literacy Intervention**
 - Models and Templates for **Small Group Instruction**
 - Best Practices for **Progress Monitoring and Reteaching**

STUDENT COMPLAINTS

The following is a general “catch all” policy, which is not legally required, but is intended to ensure the school has a basic complaint procedure available to students. Other forms may be required for specific complaints. For instance, if the school is receiving money under the Williams Settlement, a Williams Complaint form must be used for complaints related to that dispute. The school must also have a separate comprehensive policy concerning sexual harassment, discrimination complaints, and violations of certain federal and state laws and regulations, which require use of the Uniform Complaint Procedures (“UCP”) as prescribed by the California Code of Regulations. Other disputes may require use of the UCP. See the UCP Policy elsewhere in this manual for a list of the disputes that must be made using that process.

Notification

It is the intent of the Barona Indian Charter School (School) to integrate conflict resolution skills into the curriculum. In accordance therewith, Students that have complaints against other students are encouraged to first address the issue with the person directly using the learned conflict resolution skills without the intervention of a school employee. If, however, the student does not feel comfortable with this approach or the complaint involves sexual harassment or discrimination, the student may notify a teacher or other school staff member. The teacher or staff member will notify the Principal/Director of the complaint if it cannot be resolved immediately at that level and will notify the student’s parent/guardian of the complaint.

Students who have complaints against school personnel or programs may notify a teacher or the Principal/Director. If a teacher, or any other staff member, is notified of a student complaint against school personnel or programs, the teacher shall notify the Principal/Director.

Procedures

Depending upon the nature of a complaint, the pupil will be provided information concerning the applicable policy and procedures to be followed. For instance, if the complaint is one of sexual harassment or other discrimination, the student will be provided with a copy of the School’s policy against harassment and discrimination and provided a complaint form and apprised of the procedures under the policy.

If the School has no specific policy or procedures for the particular complaint, the Principal/Director, or his/her designee, will undertake a responsible inquiry into the pupil’s complaint to ensure it is reasonably and swiftly addressed. When appropriate, a written statement of the pupil’s complaint will be obtained from the student.

Confidentiality

Complainants will be notified that information obtained from the pupil and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

Non-Retaliation

Complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

Resolution

The administration will investigate student complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

Adopted:

Amended:

STUDENT DRESS CODE

Charter schools need not establish a dress code, but if the school wishes to enforce dress code or student uniform rules, a written policy is required. Any dress code or uniform code adopted must be view point and content neutral, articulate a positive educational relation result for the policy (e.g., “increases student achievement, enhances a safe learning environment”), the school’s interest in the policy must be unrelated to suppression of free speech and students must be given other avenues to express themselves during the day.

Board Philosophy

The Board recognizes the need for students of the Barona Indian Charter School (School) to dress appropriately for school to increase student achievement, promote safety and enhance a positive school environment.

General Guidelines

Inappropriate apparel includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment.

Review Process

The Board recommends that any dress code should be reviewed, preferably by a committee of students, faculty, parents and administrators prior to presenting it to the Board for approval. **[Note: For schools following the Brown Act, inclusion of a Board approved committee may trigger application of the Brown Act for the committee.]**

Sun Protective Clothes

The code must allow students to wear sun protective clothing, including hats. However, specific hats determined by the School to be gang-related or inappropriate apparel may be prohibited.

Prohibited Conduct and Sanctions

Students who repeatedly violate the School Dress Code may be subject to discipline, including suspension and expulsion from School. Reference can be made to the Student/Parent Handbook for more details.

Adopted:

Amended:

POLICY AGAINST PLAGIARISM

This policy is not legally required, as the school's student discipline policy should address this concern. Some schools believe it important to establish a separate policy.

Academic Honesty

The Governing Board believes that academic honesty and personal integrity are fundamental components of a student's education and character development. The Board expects that students will not cheat, lie, plagiarize or commit other acts of academic dishonesty.

Students, parents/guardians, staff and administrators shall be responsible for creating and maintaining a positive school climate that encourages honesty. Students found to have committed an act of academic dishonesty shall be subject to discipline, up to and including suspension or expulsion from Barona Indian Charter School.

The Principal/Director, or designee, may establish a committee comprised of students, parents/guardians, staff, administrators, and members of the public to develop standards of academic honesty, measures of preventing dishonesty, and specific consequences for acts of dishonesty. Reference can be made to the Student/Parent Handbook for more details.

Adopted:

Amended: