

**PARADISE CHARTER MIDDLE SCHOOL**

**BOARD OF TRUSTEES**

**REGULAR MEETING**

**September 28, 2021**

**5:00 P.M.**

**Meeting Location: 6473 Clark Road, Paradise, California**

**Accessible Remotely**

**Meeting ID:**

**<https://meet.google.com/rhy-eksy-spz?hs=122&authuser=0>**

**INSTRUCTIONS FOR PRESENTATIONS TO  
THE BOARD BY PARENTS AND CITIZENS**

The Paradise Charter Middle School welcomes your participation at the School's Board meetings. The purpose of a public meeting of the Board of Trustees is to conduct the affairs of the School in public. Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members.
2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items or under the general category of "Oral Communications." "Oral Communications" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed fifteen (15) minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
3. You may also complete a "Request to Speak" form to address the Board on Agenda items. With regard to such agenda items, you may specify that agenda item on your "Request to Speak" form and you will be given an opportunity to speak for up to five (5) minutes when the Board discusses the item.
4. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
5. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or majority of all, of the Board members shall be available for public inspection at 6473 Clark Road, Paradise, California.

In compliance with the Americans with Disabilities Act (ADA) and upon request, Paradise Charter Middle School may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modifications of the agenda in order participate in Board meetings are invited to contact the Executive Director's office.

# AGENDA

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- I. CALL TO ORDER**
  - A. Role Call I-A
    - Mrs. Jill Pruis, 8th Grade Parent Representative \_\_\_\_\_
    - Ms. Christy Voigt, 7th Grade Parent Representative \_\_\_\_\_
    - Mrs. Kristina Clarkson, 6th Grade Parent Representative \_\_\_\_\_
    - Mrs. Jennifer Duran, Community Representative \_\_\_\_\_
    - Mr. Mike Witten, Staff Representative \_\_\_\_\_
  - B. Flag Salute I-B
- II. COMMUNICATIONS**
  - A. Comments from the Public II-A
  - B. Comments from the Board II-B
  - C. Information: Executive Director Landers' Report II-C
    - 1. Enrollment Update II-C.1
    - 2. Facility Improvements II-C.2
    - 3. After School Program update II-C.3
    - 4. Challenges/successes II-C.4
- III. CONSENT AGENDA ITEMS**
  - A. Minutes of the Regular Meeting of August 24, 2021 III-A
  - B. August, 2021 Financials: III-B
    - Report prepared by CBO Lisa Speegle
- IV. ITEMS SCHEDULED FOR ACTION**
  - A. Approve Amended Pay Scale for 2021-2022 IV-A
  - B. Approve Unaudited Actuals Report prepared by CBO, Lisa Speegle IV-B
  - C. Approve Grade Level and All-School Field Trips IV-C
    - a. 8th Grade San Francisco trip-3 days
    - b. 7th Grade Yosemite trip-2 days
    - c. 6th Grade Shady Creek Science Camp-5 days
    - d. 8th Grade Civil War Encampment trip-1 day
- V. ITEMS SCHEDULED FOR DISCUSSION**
  - A. Casey Taylor: consultant for Bev Landers (agreement attached) V-A
  - B. Independent Study Proposal/Master Agreement (attached) V-B
- VI. ADJOURNMENT**
  - A. Next Meeting Date: Tuesday, October 26, 2021, at 5:00 PM VI-A

# Minutes

## PARADISE CHARTER MIDDLE SCHOOL

### BOARD OF TRUSTEES REGULAR MEETING

August 24, 2021

5:00 P.M.

Meeting Location: 6473 Clark Road, Paradise, California

Accessible Remotely

Meeting ID:

meet.google.com/rea-akiu-uxh

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#### I. CALL TO ORDER

- A. Role Call I-A  
Minutes:

The meeting was called to order at 5:04 pm by Jennifer Duran.

Mrs. Jill Pruis, 8th Grade Parent Representative	Remote attendance
Ms. Christy Voigt, 7th Grade Parent Representative	Absent
Mrs. Kristina Clarkson, 6th Grade Parent Representative	Present
Mrs. Jennifer Duran, Community Representative	Present
Mr. Mike Witten, Staff Representative	Present

- B. Flag Salute I-B  
Minutes:

Jennifer Duran led the Pledge

#### II. COMMUNICATIONS

- A. Comments from the Public II-A  
Minutes:

No comments were received.

- B. Comments from the Board II-B  
Minutes:

No comments were received.

- C. Information: Executive Director Landers' Report II-C  
1. Enrollment Update II-C.1

6th Grade: 32

7th Grade: 56

8th Grade: 56

**Total: 144**

- 2. Facility Improvements II-C.2
- 3. After School Program (use of ELO funds) II-C.3
- 4. Update on New Personnel Staff II-C.4
- 5. My goals for the year II-C.5

**III. CONSENT AGENDA ITEMS**

- A. Minutes of the Regular Meeting of June 29, 2021 III-A  
 Minutes:  
 Motion made by Kristina Clarkson and seconded by Mike Witten to approve the Regular Meeting Minutes of June 29, 2021 meeting.  
 Vote 4-0. Motion passed.
  
- B. Minutes of the Special Meeting of August 9, 2021 III-B  
 Minutes:  
 Motion made by Jill Pruis and seconded by Mike Witten to approve the Special Meeting Minutes of August 9, 2021 meeting.  
 Vote 4-0. Motion passed.
  
- C. July 2021 Financials: III-C  
 Reports prepared by CBO Lisa Speegle  
 Minutes:  
 Motion made by Mike Witten and seconded by Jill Pruis to approve the July 2021 Financials report.  
 Vote 4-0. Motion passed.

**IV. ITEMS SCHEDULED FOR ACTION**

- A. BUSINESS IV-A
  - 1. Elect Board Chair and Vice-Chair for 2020-2021 IV-A.1  
 Minutes:  
 Motion made by Kristina Clarkson and seconded by Mike Witten to appoint Christina Voigt as Board Chair and appoint Jill Pruis as Vice Chair  
 Vote 4-0. Motion passed.
  
  - 2. Elect Officers of the Corporation: IV-A.2  
 President:  
 Secretary:  
 Chief Financial Officer:  
 Minutes:  
 Motion made by Kristina Clarkson and seconded by Jill Pruis to appoint Bev Landers as President of the Corporation and, appoint Jennifer Robbins as Secretary to the Corporation and appoint Mike Witten as Chief Financial Officer to the Corporation.  
 Vote 4-0. Motion passed.

3. Appoint Board Member Audit Liaison IV-A.3  
Minutes:  
Motion made by Kristina Clarkson and seconded by Jill Pruis to appoint Mike Witten as board member audit liaison.  
Vote 4-0. Motion passed.

B. PUPIL SERVICES IV-B  
1. Approve Internet Safety Policy IV-B.1

- Minutes:  
Motion made by Jill Pruis and seconded by Mike Witten to accept the Internet Safety Policy as presented.  
Vote 4-0. Motion passed.

2. Approve Suicide Prevention Policy IV-B.2  
Minutes:

- Motion made by Jill Pruis and seconded by Mike Witten to accept the Suicide Policy as presented.  
Vote 4-0. Motion passed.

3. Approve Grade Level and All-School Field Trips IV-B.3  
Minutes:

- No action was taken. Agenda item moved to the next meeting in September.

V. **ITEMS SCHEDULED FOR DISCUSSION**

- A. Change in salary for Pat Springer (coaching) V-A  
Minutes:  
Agenda item moved to the next meeting in September.

VI. **ADJOURNMENT**

- A. Next Meeting Date: **Tuesday, September 28, 2021, at 5:00 PM** VI-A  
Minutes  
The meeting was adjourned at 5:36 PM.

## 2020/21 Unaudited Actuals

Meeting Date: September 28, 2021

### Background:

The Unaudited Actuals are the final PCMS-prepared financial statements of the fiscal year. They are called unaudited because they are self-prepared. The audited financial statements will be prepared by the auditor hired by the school and presented to the board in December or January.

### Information:

A summary of budget changes from 20/21 precedes the unaudited actuals report in this presentation. This summary compares the initial budget approved by the board in June to the actuals at year end.

**Revenues:** While there was significant flux in the various revenues categories, total funding only varied by \$16k, coming in at \$1,387k. State revenue limit sources were higher due to both an increase in per pupil funding and receipt of concentration grant funding due to higher than average FRPM percentages. Federal revenues were as expected. Other state revenues were down because 1) we booked a payable for the Clean Energy Act funding that was never used and is to be returned to the state in 21/22, and 2) because restricted funding was accrued into deferred revenues for 21/22 instead of taken into fund balance. These funds remain available for spending. They just won't be recognized as revenue until they are spent. Local revenue suffered once again due to the inability to have fundraising/donations due to COVID.

**Expenses:** Overall expenses were down \$56k from anticipated. Once again special education encroachment was much less than budgeted. Some savings were realized in employee benefits due to waiving of benefits. Other savings were achieved in materials and supplies, facilities maintenance, and profession services areas.

**Fund Balance:** The slight increase in revenues coupled with the decrease in expenses created a larger than anticipated excess for the year of \$126k, which is \$72k over the projected excess of \$54k. Ending fund balance as of 6/30/2021 is \$1,579k. Of that, \$154k is restricted or due back to grantor governments. The remainder ensures that the school continues to have positive cash flow and reserves for economic uncertainty, deferrals or emergencies, giving confidence to the board and the administration that the school is fiscally sound.

Best Regards,

Lisa Speegle, Consulting CBO

**2020/21 Budget Changes Since Revised Initial Budget**

	Initial Budget	Actual	Variance	
<b>Revenues</b>				
State Revenue Limit Sources	999,316	1,144,834	145,518	
Federal Revenues	59,314	60,341	1,027	
All Other State Revenues	270,979	178,160	(92,819)	
All Other Local Revenues	42,200	4,099	(38,101)	
<b>Total Revenues</b>	<b>1,371,809</b>	<b>1,387,434</b>	<b>15,625</b>	
<b>Expenses</b>				
1000 Certificated Salaries	610,987	587,421	(23,566)	
2000 Classified Salaries	69,023	100,466	31,443	
3000 Employee Benefits	278,645	263,543	(15,102)	
4100 Texts and Core Curricula	500	155	(345)	
4200 Reference Materials	2,000	3,178	1,178	
4300 Materials and Supplies	30,100	17,456	(12,644)	
4400 Non-Capitalized Equipment	5,000	43,575	38,575	
5200 Travel and Conferences	2,000	186	(1,815)	
5300 Dues and Memberships	2,775	3,335	560	
5400 Property/Liability Insurance	28,718	28,718	-	
5500 Utilities/Housekeeping	9,196	11,068	1,872	
5600 Rentals, Leases, and Repairs	55,416	46,529	(8,887)	
5800 Professional Services	113,963	97,155	(16,808)	
5900 Communications	15,350	11,389	(3,961)	
6900 Depreciation Expense	19,410	13,644	(5,766)	
7141 Special Education Encroachment	75,000	34,108	(40,892)	
<b>Total Expenses</b>	<b>1,318,083</b>	<b>1,261,924</b>	<b>(56,159)</b>	
<b>Excess (Deficiency)</b>	<b>53,726</b>	<b>125,510</b>	<b>71,784</b>	net change to current budget

**Budget Changes Detail**

**Revenues**

State Revenue Limit Sources	14,461	budgeted enrollment adjusted to actual
State Revenue Limit Sources	49,603	received concentration grant funding
State Revenue Limit Sources	81,454	adjustment per newest FCMAT calculator
Federal Revenues	573	federal restricted funding deferred into 21/22
Federal Revenues	454	additional CARES Act funding
All Other State Revenues	2,850	increase in lottery funding assumptions
All Other State Revenues	74,962	state restricted funding deferred into 21/22
All Other State Revenues	(51,296)	unused clean energy act funding returned to state
All Other State Revenues	(74,095)	ELO funds deferred into 21/22 fiscal year
All Other State Revenues	(45,240)	increased LCFF funding offset by decreased SB75 funding
All Other Local Revenues	(38,101)	fundraising funds not realized due to COVID
<b>Total Revenues</b>	<b>15,625</b>	

**Expenses**

1000 Certificated Salaries	(23,566)	adjusted assumptions for new admin hiring
2000 Classified Salaries	(560)	staffing adjustments for support staff
2000 Classified Salaries	32,003	adjusted assumptions for new admin hiring
3000 Employee Benefits	4,431	net increase to benefits after all staffing changes
3000 Employee Benefits	(19,533)	adjusted to actual
4100 Texts and Core Curricula	(345)	adjusted to actual
4200 Reference Materials	1,178	adjusted to actual
4300 Materials and Supplies	(12,644)	adjusted to actual
4400 Non-Capitalized Equipment	38,575	adjusted to actual
5200 Travel and Conferences	(1,815)	adjusted to actual
5300 Dues and Memberships	560	adjusted to actual
5400 Property/Liability Insurance	-	
5500 Utilities/Housekeeping	1,872	adjusted to actual
5600 Rentals, Leases, and Repairs	(8,887)	adjusted to actual
5800 Professional Services	145	adjusted to actual
5800 Professional Services	(16,953)	adjusted to actual
5900 Communications	(3,961)	adjusted to actual
6900 Depreciation Expense	(5,766)	adjusted to actual
7141 Special Education Encroachment	(40,892)	adjusted to actual
<b>Total Expenses</b>	<b>(56,158)</b>	

**Net Change to Current Budget** 71,783

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: Paradise Charter Middle School  
 CDS #: 04615316112999  
 Charter Approving Entity: Paradise Unified School District  
 County: Butte  
 Charter #: 0079

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

- Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)  
 **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
<b>A. REVENUES</b>				
<b>1. LCFF Sources</b>				
State Aid - Current Year	8011	459,572.00		459,572.00
Education Protection Account State Aid - Current Year	8012	301,302.00		301,302.00
State Aid - Prior Years	8019	44,305.00		44,305.00
Transfers to Charter Schools in Lieu of Property Taxes	8096			0.00
Other LCFF Transfers	8091, 8097	339,655.00		339,655.00
Total, LCFF Sources		1,144,834.00	0.00	1,144,834.00
<b>2. Federal Revenues (see NOTE in Section L)</b>				
No Child Left Behind/Every Student Succeeds Act	8290			0.00
Special Education - Federal	8181, 8182			0.00
Child Nutrition - Federal	8220			0.00
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299		60,340.64	60,340.64
Total, Federal Revenues		0.00	60,340.64	60,340.64
<b>3. Other State Revenues</b>				
Special Education - State	StateRevSE			0.00
All Other State Revenues	StateRevAO	163,927.16	14,233.21	178,160.37
Total, Other State Revenues		163,927.16	14,233.21	178,160.37
<b>4. Other Local Revenues</b>				
All Other Local Revenues	LocalRevAO	2,773.65	1,325.36	4,099.01
Total, Local Revenues		2,773.65	1,325.36	4,099.01
<b>5. TOTAL REVENUES</b>				
		1,311,534.81	75,899.21	1,387,434.02
<b>B. EXPENDITURES (see NOTE in Section L)</b>				
<b>1. Certificated Salaries</b>				
Certificated Teachers' Salaries	1100	408,110.03	44,504.17	452,614.20
Certificated Pupil Support Salaries	1200			0.00
Certificated Supervisors' and Administrators' Salaries	1300	134,806.78		134,806.78
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		542,916.81	44,504.17	587,420.98
<b>2. Noncertificated Salaries</b>				
Noncertificated Instructional Salaries	2100			0.00
Noncertificated Support Salaries	2200	332.50		332.50
Noncertificated Supervisors' and Administrators' Salaries	2300	21,735.00	6,898.50	28,633.50
Clerical, Technical and Office Salaries	2400	38,070.00		38,070.00
Other Noncertificated Salaries	2900		33,430.00	33,430.00
Total, Noncertificated Salaries		60,137.50	40,328.50	100,466.00



**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: Paradise Charter Middle School

CDS #: 04615316112999

Description	Object Code	Unrestricted	Restricted	Total
<b>3. Employee Benefits</b>				
STRS	3101-3102	81,925.46	7,269.83	89,195.29
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	17,033.69	3,681.92	20,715.61
Health and Welfare Benefits	3401-3402	136,056.52	7,976.51	144,033.03
Unemployment Insurance	3501-3502	1,555.53	616.24	2,171.77
Workers' Compensation Insurance	3601-3602	7,338.74		7,338.74
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	64.74	23.66	88.40
Total, Employee Benefits		243,974.68	19,568.16	263,542.84
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100		155.12	155.12
Books and Other Reference Materials	4200		3,178.21	3,178.21
Materials and Supplies	4300	8,610.22	8,846.03	17,456.25
Noncapitalized Equipment	4400	7,077.48	36,497.12	43,574.60
Food	4700			0.00
Total, Books and Supplies		15,687.70	48,676.48	64,364.18
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100			0.00
Travel and Conferences	5200		185.50	185.50
Dues and Memberships	5300	3,335.26		3,335.26
Insurance	5400	28,718.00		28,718.00
Operations and Housekeeping Services	5500	11,067.71		11,067.71
Rentals, Leases, Repairs, and Noncap. Improvements	5600	46,442.18	86.45	46,528.63
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	80,889.08	16,265.48	97,154.56
Communications	5900	11,388.80		11,388.80
Total, Services and Other Operating Expenditures		181,841.03	16,537.43	198,378.46
<b>6. Capital Outlay</b>				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900	13,644.00		13,644.00
Total, Capital Outlay		13,644.00	0.00	13,644.00
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143	34,108.00		34,108.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		34,108.00	0.00	34,108.00
<b>8. TOTAL EXPENDITURES</b>		1,092,309.72	169,614.74	1,261,924.46

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: Paradise Charter Middle School

CDS #: 04615316112999

Description	Object Code	Unrestricted	Restricted	Total
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		219,225.09	(93,715.53)	125,509.56
<b>D. OTHER FINANCING SOURCES / USES</b>				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(52,639.41)	52,639.41	0.00
<b>4. TOTAL OTHER FINANCING SOURCES / USES</b>		(52,639.41)	52,639.41	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)</b>		166,585.68	(41,076.12)	125,509.56
<b>F. FUND BALANCE / NET POSITION</b>				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	1,310,043.27	143,279.20	1,453,322.47
b. Adjustments/Restatements	9793, 9795	(957.51)	957.51	0.00
c. Adjusted Beginning Fund Balance /Net Position		1,309,085.76	144,236.71	1,453,322.47
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		1,475,671.44	103,160.59	1,578,832.03
<b>Components of Ending Fund Balance (Modified Accrual Basis only)</b>				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
<b>3. Components of Ending Net Position (Accrual Basis only)</b>				
a. Net Investment in Capital Assets	9796	289,077.96		289,077.96
b. Restricted Net Position	9797		103,160.59	103,160.59
c. Unrestricted Net Position	9790A	1,186,593.48	0.00	1,186,593.48

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: Paradise Charter Middle School

CDS #: 04615316112999

Description	Object Code	Unrestricted	Restricted	Total
<b>G. ASSETS</b>				
1. Cash				
In County Treasury	9110			0.00
Fair Value Adjustment to Cash in County Treasury	9111			0.00
In Banks	9120	1,003,122.54	103,160.59	1,106,283.13
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200			0.00
4. Due from Grantor Governments	9290	420,389.68		420,389.68
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	3,040.27		3,040.27
7. Other Current Assets	9340			0.00
8. Capital Assets (accrual basis only)	9400-9489	289,077.96		289,077.96
<b>9. TOTAL ASSETS</b>		<b>1,715,630.45</b>	<b>103,160.59</b>	<b>1,818,791.04</b>
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>				
1. Deferred Outflows of Resources	9490			0.00
<b>2. TOTAL DEFERRED OUTFLOWS</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>I. LIABILITIES</b>				
1. Accounts Payable	9500	113,994.56		113,994.56
2. Due to Grantor Governments	9590	51,296.00	0.00	51,296.00
3. Current Loans	9640			0.00
4. Unearned Revenue	9650	74,668.45	0.00	74,668.45
5. Long-Term Liabilities (accrual basis only)	9660-9669			0.00
<b>6. TOTAL LIABILITIES</b>		<b>239,959.01</b>	<b>0.00</b>	<b>239,959.01</b>
<b>J. DEFERRED INFLOWS OF RESOURCES</b>				
1. Deferred Inflows of Resources	9690			0.00
<b>2. TOTAL DEFERRED INFLOWS</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>K. FUND BALANCE /NET POSITION</b>				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2) (must agree with Line F2)		1,475,671.44	103,160.59	1,578,832.03

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: Paradise Charter Middle School

CDS #: 04615316112999

**L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT**

**NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:**

**1. Federal Revenue Used for Capital Outlay and Debt Service**

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. <u>NONE</u>	\$		0.00
b. _____			0.00
c. _____			0.00
d. _____			0.00
e. _____			0.00
f. _____			0.00
g. _____			0.00
h. _____			0.00
i. _____			0.00
j. _____			0.00
<b>TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE</b>	0.00	0.00	0.00

**2. Community Services Expenditures**

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries	1000-1999 0.00
b. Noncertificated Salaries	2000-2999 0.00
c. Employee Benefits	3000-3999 0.00
d. Books and Supplies	4000-4999 0.00
e. Services and Other Operating Expenditures	5000-5999 0.00
<b>TOTAL COMMUNITY SERVICES EXPENDITURES</b>	0.00

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: Paradise Charter Middle School

CDS #: 04615316112999

**3. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:**

Results of this calculation will be used for comparison with 2019-20 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2022-23.

a. Total Expenditures (B8)	<u>1,261,924.46</u>
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	<u>60,340.64</u>
c. Subtotal of State & Local Expenditures [a minus b]	<u>1,201,583.82</u>
d. Less Community Services [L2 Total]	<u>0.00</u>
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	<u>13,644.00</u>
<b>TOTAL STATE &amp; LOCAL EXPENDITURES SUBJECT TO MOE</b> [c minus d minus e]	<b>\$ <u>1,187,939.82</u></b>

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: Paradise Charter Middle School

CDS #: Financial Report 7.1.20-6.30.21

Charter Approving Entity: Paradise Unified School District

County: Butte

Charter #: 0079

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

**Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)

**Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
<b>A. REVENUES</b>				
<b>1. LCFF Sources</b>				
State Aid - Current Year	8011	459,572.00		459,572.00
Education Protection Account State Aid - Current Year	8012	301,302.00		301,302.00
State Aid - Prior Years	8019	44,305.00		44,305.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	0.00		0.00
Other LCFF Transfers	8091, 8097	339,655.00	0.00	339,655.00
Total, LCFF Sources		1,144,834.00	0.00	1,144,834.00
<b>2. Federal Revenues (see NOTE in Section L)</b>				
No Child Left Behind/Every Student Succeeds Act	8290			0.00
Special Education - Federal	8181, 8182			0.00
Child Nutrition - Federal	8220			0.00
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299		60,340.64	60,340.64
Total, Federal Revenues		0.00	60,340.64	60,340.64
<b>3. Other State Revenues</b>				
Special Education - State	StateRevSE			0.00
All Other State Revenues	StateRevAO	163,927.16	14,233.21	178,160.37
Total, Other State Revenues		163,927.16	14,233.21	178,160.37
<b>4. Other Local Revenues</b>				
All Other Local Revenues	LocalRevAO	2,773.65	1,325.36	4,099.01
Total, Local Revenues		2,773.65	1,325.36	4,099.01
<b>5. TOTAL REVENUES</b>				
		1,311,534.81	75,899.21	1,387,434.02
<b>B. EXPENDITURES (see NOTE in Section L)</b>				
<b>1. Certificated Salaries</b>				
Certificated Teachers' Salaries	1100	408,110.03	44,504.17	452,614.20
Certificated Pupil Support Salaries	1200			0.00
Certificated Supervisors' and Administrators' Salaries	1300	134,806.78		134,806.78
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		542,916.81	44,504.17	587,420.98
<b>2. Noncertificated Salaries</b>				
Noncertificated Instructional Salaries	2100			0.00
Noncertificated Support Salaries	2200	332.50		332.50
Noncertificated Supervisors' and Administrators' Salaries	2300	21,735.00	6,898.50	28,633.50
Clerical, Technical and Office Salaries	2400	38,070.00		38,070.00
Other Noncertificated Salaries	2900		33,430.00	33,430.00
Total, Noncertificated Salaries		60,137.50	40,328.50	100,466.00



**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: Paradise Charter Middle School

CDS #: Financial Report 7.1.20-6.30.21

Description	Object Code	Unrestricted	Restricted	Total
<b>3. Employee Benefits</b>				
STRS	3101-3102	81,925.46	7,269.83	89,195.29
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	17,033.69	3,681.92	20,715.61
Health and Welfare Benefits	3401-3402	136,056.52	7,976.51	144,033.03
Unemployment Insurance	3501-3502	1,555.53	616.24	2,171.77
Workers' Compensation Insurance	3601-3602	7,338.74		7,338.74
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	64.74	23.66	88.40
Total, Employee Benefits		243,974.68	19,568.16	263,542.84
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100		155.12	155.12
Books and Other Reference Materials	4200		3,178.21	3,178.21
Materials and Supplies	4300	8,610.22	8,846.03	17,456.25
Noncapitalized Equipment	4400	7,077.48	36,497.12	43,574.60
Food	4700			0.00
Total, Books and Supplies		15,687.70	48,676.48	64,364.18
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100			0.00
Travel and Conferences	5200		185.50	185.50
Dues and Memberships	5300	3,335.26		3,335.26
Insurance	5400	28,718.00		28,718.00
Operations and Housekeeping Services	5500	11,067.71		11,067.71
Rentals, Leases, Repairs, and Noncap. Improvements	5600	46,442.18	86.45	46,528.63
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	80,889.08	16,265.48	97,154.56
Communications	5900	11,388.80		11,388.80
Total, Services and Other Operating Expenditures		181,841.03	16,537.43	198,378.46
<b>6. Capital Outlay</b>				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900	13,644.00		13,644.00
Total, Capital Outlay		13,644.00	0.00	13,644.00
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143	34,108.00		34,108.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		34,108.00	0.00	34,108.00
<b>8. TOTAL EXPENDITURES</b>		<b>1,092,309.72</b>	<b>169,614.74</b>	<b>1,261,924.46</b>

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: Paradise Charter Middle School

CDS #: Financial Report 7.1.20-6.30.21

Description	Object Code	Unrestricted	Restricted	Total
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		219,225.09	(93,715.53)	125,509.56
<b>D. OTHER FINANCING SOURCES / USES</b>				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(52,639.41)	52,639.41	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(52,639.41)	52,639.41	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)</b>		166,585.68	(41,076.12)	125,509.56
<b>F. FUND BALANCE / NET POSITION</b>				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	1,310,043.27	143,279.20	1,453,322.47
b. Adjustments/Restatements	9793, 9795	(957.51)	957.51	0.00
c. Adjusted Beginning Fund Balance /Net Position		1,309,085.76	144,236.71	1,453,322.47
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		1,475,671.44	103,160.59	1,578,832.03
<b>Components of Ending Fund Balance (Modified Accrual Basis only)</b>				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
<b>3. Components of Ending Net Position (Accrual Basis only)</b>				
a. Net Investment in Capital Assets	9796	289,077.96		289,077.96
b. Restricted Net Position	9797		103,160.59	103,160.59
c. Unrestricted Net Position	9790A	1,186,593.48	0.00	1,186,593.48



**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: Paradise Charter Middle School

CDS #: Financial Report 7.1.20-6.30.21

Description	Object Code	Unrestricted	Restricted	Total
<b>G. ASSETS</b>				
<b>1. Cash</b>				
In County Treasury	9110			0.00
Fair Value Adjustment to Cash in County Treasury	9111			0.00
In Banks	9120	1,003,122.54	103,160.59	1,106,283.13
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
<b>2. Investments</b>	9150			0.00
<b>3. Accounts Receivable</b>	9200			0.00
<b>4. Due from Grantor Governments</b>	9290	420,389.68		420,389.68
<b>5. Stores</b>	9320			0.00
<b>6. Prepaid Expenditures (Expenses)</b>	9330	3,040.27		3,040.27
<b>7. Other Current Assets</b>	9340			0.00
<b>8. Capital Assets (accrual basis only)</b>	9400-9489	289,077.96		289,077.96
<b>9. TOTAL ASSETS</b>		1,715,630.45	103,160.59	1,818,791.04
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>				
<b>1. Deferred Outflows of Resources</b>	9490			0.00
<b>2. TOTAL DEFERRED OUTFLOWS</b>		0.00	0.00	0.00
<b>I. LIABILITIES</b>				
<b>1. Accounts Payable</b>	9500	113,994.56		113,994.56
<b>2. Due to Grantor Governments</b>	9590	51,296.00	0.00	51,296.00
<b>3. Current Loans</b>	9640			0.00
<b>4. Unearned Revenue</b>	9650	74,668.45	0.00	74,668.45
<b>5. Long-Term Liabilities (accrual basis only)</b>	9660-9669			0.00
<b>6. TOTAL LIABILITIES</b>		239,959.01	0.00	239,959.01
<b>J. DEFERRED INFLOWS OF RESOURCES</b>				
<b>1. Deferred Inflows of Resources</b>	9690			0.00
<b>2. TOTAL DEFERRED INFLOWS</b>		0.00	0.00	0.00
<b>K. FUND BALANCE /NET POSITION</b>				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2) (must agree with Line F2)		1,475,671.44	103,160.59	1,578,832.03

**CHARTER SCHOOL UNAUDITED ACTUALS  
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July 1, 2020 to June 30, 2021

Charter School Name: Paradise Charter Middle School

CDS #: Financial Report 7.1.20-6.30.21

**L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT**

**NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:**

**1. Federal Revenue Used for Capital Outlay and Debt Service**

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$		0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
<b>TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**2. Community Services Expenditures**

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries	1000-1999 0.00
b. Noncertificated Salaries	2000-2999 0.00
c. Employee Benefits	except 3801- 0.00
d. Books and Supplies	4000-4999 0.00
e. Services and Other Operating Expenditures	5000-5999 0.00
<b>TOTAL COMMUNITY SERVICES EXPENDITURES</b>	<b>0.00</b>

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: Paradise Charter Middle School

CDS #: Financial Report 7.1.20-6.30.21

**3. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:**

Results of this calculation will be used for comparison with 2019-20 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2022-23.

a. Total Expenditures (B8)	<u>1,261,924.46</u>
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	<u>60,340.64</u>
c. Subtotal of State & Local Expenditures [a minus b]	<u>1,201,583.82</u>
d. Less Community Services [L2 Total]	<u>0.00</u>
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	<u>13,644.00</u>
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e]	<u>\$ 1,187,939.82</u>

## **Amendments to 2021/22 Hourly Pay Scale**

**Meeting Date: September 29, 2021**

### **Background:**

In May 2021 the board adopted the attached hourly pay scale. Since that time the school has added an after school program and has added office tasks requiring additional personnel/job descriptions. We request that the attached revised hourly pay scale be adopted and that it be approved retroactively to 7/1/2021.

### **Information:**

Amendments to the hourly pay scale include the following:

- Addition of an Office Manager Substitute position
- Addition of a Yard Duty Substitute position
- Addition of an After School Program Supervisor position
- Addition of a Credentialed Elective Teacher position
- Addition of a Credentialed Substitute Teacher position
- Increase to the Scale for Coach position

These changes, if approved, will retroactively affect the August payroll and will inform the pending budget updates regarding classified staffing. Budget implications are relatively minimal and will be reported as changes at the October meeting.



**INDEPENDENT CONTRACTOR AGREEMENT FOR  
NON-CONSTRUCTION SERVICES  
(Charter School Executive Director Scope of Work Consultant)**

This Independent Contractor Agreement ("Agreement") is made as of \_\_\_\_\_, 2021, between Casey Taylor and Paradise Charter Middle School (PCMS). The Charter School and Contractor may collectively be referred to as the "Parties" or individually as a "Party."

- WHEREAS, PCMS is authorized by California Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required.
- WHEREAS, PCMS is authorized by California Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is **\$96,700 in 2021**.

WHEREAS, PCMS is in need of those services and/or advice.

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by PCMS and those services are needed on a limited basis as set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to PCMS Support for executive director work with a focus on state and federal compliance services, as described in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference ("Services").
- 2. Term.** Contractor shall commence providing Services under this Agreement on September 1, 2021, and shall continue through June 30, 2022 ("Term"), unless this Agreement is terminated or otherwise cancelled prior to that time.
- 3. Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties, and approved or ratified by the PCMS Board of Trustees. Services shall not be rendered until Agreement is approved by the PCMS Board of Trustees. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the Board of Trustees approval date will be provided at the Contractor's risk.
- 4. Compensation.** For each task assigned, Contractor shall submit a proposed task order to PCMS based on the hourly billing rates included in and **EXHIBIT "B."** Once approved by PCMS, the Services shall be performed at the hourly billing rates included in **EXHIBIT "A"** and **EXHIBIT "B."** The itemized task order shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to PCMS's Accounts Payable Department for Services actually performed. Invoices must reference corresponding Purchase Order number.

- 5. Equipment and Materials.** Contractor shall furnish, at her own expense, all tools, labor, materials, equipment, supplies, transportation services, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar Services. Notwithstanding the foregoing, PCMS shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by PCMS. All original curricular materials provided in conjunction with Contractor's Services must be authorized for use by PCMS only and remain exclusively the intellectual property of the authors.
- 6. Independent Contractor.** The Parties agree that the Contractor is an independent contractor or business entity that is: (i) free from the control and direction of PCMS in connection with the performance of the Services, (ii) performing Services that are outside the usual course of PCMS's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, PCMS being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of PCMS, and are not entitled to benefits of any kind or nature normally provided to employees of PCMS and/or to which PCMS's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
- 7. Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 8. Certifications, Permits, and Licenses.** Contractor represents and warrants to PCMS that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
- 9. Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of PCMS. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for Services to California school districts.
- 10. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from PCMS the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

**11. Work Product.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of PCMS and cannot be used without PCMS's express written permission. PCMS shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of PCMS.

**12. Confidentiality.** The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**13. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit PCMS, its agents, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that PCMS shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

#### **14. Termination.**

**14.1. With Cause by PCMS.** PCMS may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

**14.1.1.** material violation of this Agreement by the Contractor; or

**14.1.2.** any act by Contractor exposing PCMS to liability to others for personal injury or property damage; or

**14.1.3.** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by PCMS shall contain the reasons for such intention to terminate, and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, PCMS may secure the required Services from another contractor. If the expense, fees, and costs to PCMS exceed the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to PCMS upon the receipt of PCMS's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to PCMS.

**14.2 Without Cause by PCMS.** PCMS may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by PCMS shall be



sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that PCMS terminates this Agreement pursuant to this section, PCMS shall compensate Contractor for Services completed to date.

**14.3** Upon termination, Contractor shall provide PCMS with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

**15. Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless PCMS, the State of California, the Board of Trustees, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "PCMS Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of PCMS Parties. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by PCMS where such approval is not to be unreasonably withheld.

**16. Insurance.** The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:

**16.1. General Liability.** One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

**16.2. Automobile Liability Insurance.** One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and PCMS from all claims of bodily injury, property damage, personal injury, death, and medical payments arising out of performing any portion of the Services by Contractor.

**16.3. Workers' Compensation and Employers' Liability Insurance.** For all of the Contractor Parties who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against PCMS and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

**16.4.**  [REQUIRED IF BOX CHECKED] **Professional Liability Insurance.** One Million Dollars (\$1,000,000) for professional liability insurance as appropriate to Contractor's profession, coverage to continue through the Term plus two (2) years thereafter.

**16.5.**  [REQUIRED IF BOX CHECKED] **Abuse and Molestation Insurance.** One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate that shall protect the Contractor and PCMS from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, training, and supervising practices by Contractor.

**16.6. Other Insurance Provisions:**

**16.6.1.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

**16.6.1.1.** The PCMS, its representatives, contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as Additional Insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

**16.6.1.2.** The Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

**16.6.1.3.** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

**16.6.2.** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**16.6.3.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to PCMS.

**16.6.4.** Contractor shall furnish PCMS with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by PCMS before Services commence.

**16.7. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to PCMS.

**17. Limitation of PCMS Liability.** Other than as provided in this Agreement, PCMS's financial obligations under this Agreement shall be limited to the payment of the

compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall PCMS be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**18. Compliance with Laws; Effect of Noncompliance.** Contractor shall observe and comply with all rules and regulations of the Board of Trustees of PCMS and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any laws, ordinance, rules or regulations, Contractor shall notify PCMS, in writing, and, at the sole option of PCMS, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from PCMS. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying PCMS of the violation, Contractor shall bear all costs arising therefrom.

**18.1. LABOR CODE REQUIREMENTS:** Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 - 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with PCMS.

**19. Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification **must** be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. If PCMS has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor Parties on a school site:

**19.1.** All site visits shall be arranged through PCMS;

**19.2.** Contractor and Contractor Parties shall inform PCMS of their proposed activities and location at the school site, allowing PCMS time to arrange site visits without a disruption to the educational process;

**19.3.** Contractor and/or Contractor Parties shall check in with the school office each day immediately upon arriving at the school site;

**19.4.** Once at such location, Contractor and Contractor Parties shall not change locations without contacting PCMS;

**19.5.** Contractor and Contractor Parties shall not use student restroom facilities; and

**19.6.** If Contractor and Contractor Parties find themselves alone with a student, Contractor and Contractor Parties shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

**20. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage

prepaid, return receipt required, or sent by overnight delivery service, or facsimile or electronic transmission, addressed as follows:

**If to PCMS**

Paradise Charter Middle School  
ATTN: [\_\_\_\_\_]   
Assistant Superintendent of Business  
Services  
[\_\_\_\_\_]   
[\_\_\_\_\_] , CA [\_\_\_\_\_]   
FAX: (\_\_\_\_) \_\_\_\_-\_\_\_\_   
EMAIL:

**If to Contractor**

Name: Casey Taylor  
ADDRESS: 2099 Hartford Dr. #18  
Chico, CA 95928  
FAX:  
EMAIL: ctaylor@achievecharter.org

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. All notices must be accompanied by a courtesy copy sent via email.

- 21. Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 22. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 23. Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 24. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.
- 25. Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, Butte County, having competent jurisdiction of the dispute. Disputes may be determined by mediation, if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other Party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claim presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against PCMS. For purposes of those provisions, the running of the time within which a claim must be presented to PCMS shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 26. Attorney Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
- 27. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 28. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 29. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

DISTRICT:

CONTRACTOR:

Dated: \_\_\_\_\_, 2021

Dated: \_\_\_\_\_, 2021

**Paradise Charter Middle School**

**Casey Taylor**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

Casey Taylor  
\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT TITLE

Charter School Consultant  
\_\_\_\_\_  
PRINT TITLE

---

**Information regarding Contractor:**

License No.: \_\_\_\_\_

**604-10-7689** \_\_\_\_\_ :

Address: 2099 Hartford Dr. #18, Chico, CA  
95928

Employer Identification and/or Social  
Security Number

Telephone: 530-514-6724

Facsimile: N/A

E-Mail: ctaylor@achievecharter.org

Contractor's state of residence: CA

States in which Contractor  
is licensed to do business: \_\_\_\_\_

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, PCMS requires the Contractor to furnish the information requested in this section.**

Type of Business Entity:

- Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation,

State: \_\_\_\_\_

Limited Liability Company

Other: \_\_\_\_\_

**EXHIBIT "A"**

**30.1.1.**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor's entire Proposal is **not** made part of this Agreement.

Casey Taylor will provide weekly consulting to PCMS staff to support the work of school superintendent/executive director. This work will focus on state and federal compliance and school governance and policy.

**EXHIBIT "B"**

**Hourly Rates**

**\$125 per hour**



**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more Insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

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

Proper Name of Contractor: Casey Taylor

Signature: \_\_\_\_\_

Print Name: Casey Taylor

Title: Charter School Consultant

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Agreement.)

END OF DOCUMENT

**TUBERCULOSIS CLEARANCE**

The undersigned does hereby certify to the Board of Trustees of PCMS as follows:

I am a representative of the Contractor currently entering into this Agreement with PCMS and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with PCMS pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- The Contractor ensures that any person providing any portion of the Services with **more than limited contact** with PCMS students (as determined by PCMS) has, at no cost to PCMS, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with PCMS pupils during the course and scope of the Agreement is attached hereto; and/or
- Contractor shall **only have limited or no contact** (as determined by PCMS) with PCMS students at all times during the Term of this Agreement.

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

Name of Contractor: Casey Taylor \_\_\_\_\_

Representative's Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**END OF DOCUMENT**

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to PCMS the following:

A.  Contractor and the Contractor Parties, if any, shall **only have limited or no contact** with PCMS students (as determined by PCMS) at all times during the Term of this Agreement.

*As an authorized PCMS official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of PCMS.*

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

PCMS Representative's Name and Title: \_\_\_\_\_

PCMS Representative's Signature: \_\_\_\_\_

B.  The following Contractor Parties have **more than limited contact** with PCMS students (as determined by PCMS) during the Term of this Agreement:

\_\_\_\_\_

[Attach and sign additional pages, as needed.]

If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to PCMS, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

If Contractor is a Sole Proprietor, all of the Contractor Parties noted above have agreed to allow PCMS to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

*As an authorized PCMS official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of PCMS.*

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

PCMS Representative's Name and Title: \_\_\_\_\_

PCMS Representative's Signature: \_\_\_\_\_

No Services shall commence until such determinations by DOJ and FBI has been made.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall

immediately notify PCMS and prohibit any new personnel from having any contact with PCMS students until the fingerprinting and background check requirements have been satisfied and PCMS determines whether any such contact is permissible.

Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with PCMS pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The undersigned does hereby certify that I am a representative of the Contractor currently under contract with PCMS; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

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

*Name of Contractor:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Representative's Name and Title:* \_\_\_\_\_

***Services cannot be rendered until all documentation is submitted and final approval is received by the Board.***

END OF DOCUMENT





**COVID-19 Independent Study Master Agreement 2021-2022**

<b>Student Name:</b>	<b>Grade Level:</b>	<b>Birth Date:</b>
<b>Street Address:</b>	<b>Age:</b>	<b>Phone:</b>
<b>City:</b>	<b>Zip:</b>	<b>School Year: 2021-22</b>
<b>Duration of Agreement:</b>	<b>Beginning Date:</b>	<b>Ending Date:</b>

**Independent Study Program Offering Requirements:** For the 2021-22 school year, Local Education Agencies must offer an independent study option to families whose students must quarantine due to exposure to, or who have tested positive with, COVID-19.

**Objective:** The objective of this agreement is to enable the student to successfully meet academic requirements in all classes during quarantine due to COVID-19 exposure or infection. With the support of the parent, guardian, or caregiver, and in collaboration with classroom teachers, the student will submit assignments on or before their due date.

**Voluntary Statement:** Independent Study is an optional educational alternative that students and their families voluntarily select, including students covered under California Education Code sections 48915 and 48917. All students who choose Independent Study/Home Study must be offered the alternative of classroom instruction, and they must have the continuing option of returning to the classroom. If the student has an individualized education program (IEP), the IEP must specifically provide for his or her enrollment in Independent Study.

**Equitable Provision of Resources and Services:** The Independent Study option is to be substantially equivalent in quality and quantity to classroom instruction supervised by a certificated teacher. Students who choose to engage in the program are to have equality of rights and privileges with the same access to existing services and resources as students in the regular school program. Parents, guardians, or caretakers are responsible for the cost of replacement or repair for lost, destroyed, or willfully damaged books and other school property checked out to their student(s). Parents, guardians, or caretakers are responsible for any needed transportation for the student's classroom attendance, scheduled meetings, and any other travel covered by this agreement.

**Board Policies:** The Executive Director or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following trigger:

- In the event a student's educational progress falls below satisfactory levels as determined by the Charter School's grading policy which considers ALL of the following indicators:

- The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
- The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
- Learning required concepts, as determined by the supervising teacher.
- Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

**Resources:** The school will provide the instructional materials, teacher services, and other necessary items and resources as specified for each assignment. Resources must include those reasonably necessary to the achievement of the objectives and must include resources that are normally available to all students on the same terms upon which they are available to all. The school will confirm or provide access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.

**Documentation:** LEAs are required to maintain either written or computer-based evidence of student engagement. This includes, but is not limited to:

- Aeries grade book or summary document for each class that lists assignments
- Assessments, assignments, and associated grades as posted in Google Classroom and/or Aeries
- Copies of all completed work will be kept on file by the teachers or stored digitally (ie: in Google Classroom/Drive)

**Live Interaction and Synchronous Instruction with Support Teachers:**

*“Live interaction”* means interaction between the student and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including but not limited to: wellness checks, progress monitoring, provision of services and instruction. This interaction may take place in person or in the form of internet or telephonic communication such as email, phone calls, or teacher-student chats online.

*“Synchronous instruction”* means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

- All instructional materials, assignments, materials, and due dates will be provided by the school and posted in Google Classroom
- Live interaction and Synchronous instruction will be available for all students for the duration of the Independent Study time via email, Google Meet sessions, or *Seculry* chat sessions during regularly scheduled class times or by appointment with each classroom teacher.
  - Students will log into Google Classroom each day during the term of Independent Study
  - Teacher will monitor student progress during Synchronous Instruction using at least one of the media listed above
  - If students are unable to log in during the class period, teachers will be available by appointment at another time

## Independent Study Roles and Procedures

### School Office Staff will:

- Collect Master Agreements from each family upon start of the Independent Study period
- Upon notification that a student is staying home for COVID related issues, office staff will notify all teachers of student's anticipated dates of absence
- Enter student's name on the school-wide COVID-19 Independent Study Spreadsheet
- Record student program status in Aeries
- Arrange for families to pick up Independent Study materials

### Teachers will:

- Prep learning materials, supplies, lessons, live links, and technology for student(s) going on Independent Study
- Post assignment descriptions, materials, and due dates for assignments in the scope of Independent Study dates on Google Classroom
- Provide needed support to students on Independent Study
- Open a Securly session during each regularly scheduled live class period to allow for live interaction and synchronous instruction
- Upon completion of Independent Study:
  - Grade and post copies of all completed work in Google Classroom, and/or Aeries, and/or keep hard copies of work
  - If work is incomplete, make arrangements with student to provide support in completing missing work
  - Communicate with the office
- Be prepared to submit dated student work samples if requested by the auditor

### Students will:

- Check Google Classroom daily for posted assignments
- Complete all posted assignments and return all completed work to school within the time frame listed below
- Live interaction will be offered via Securly chat during regularly schedule class times
  - Students will log into Google Classroom during their regularly scheduled class time
  - Teachers will monitor chats with Independent Study students in classes when they are logged in
  - Teachers will also be available via email, if students are unable to log in during the class period
  - The maximum length of time allowed between the assignment and the assignment due date is four weeks, and after three (3) missed assignments for this agreement, an evaluation will be made to determine whether Independent Study is an appropriate strategy for this student.

### Signatures and Dates:

\_\_\_ I have read and understand the terms of this agreement and agree to all of the provisions set forth.

\_\_\_ I decline to participate in the COVID-19 Independent Study Program

Parent/Guardian/Caregiver: \_\_\_\_\_ Date: \_\_\_\_\_