



CABRILLO POINT ACADEMY

3152 Red Hill Ave., #150, Costa Mesa, California 92626

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**Regular Scheduled Board Meeting
Cabrillo Point Academy
November 19, 2019 – 1:00 pm
3152 Red Hill Ave., #150
Costa Mesa, CA 92626**

AGENDA

1. Call to Order
2. Public Comments
3. Approval of the Agenda
4. Closed Session – Potential Litigation
5. Principals Report
 - a. Enrollment
 - b. CCSA Multiple Measure Review
 - c. NHS and NJHS Membership
 - d. SB 126
6. Discussion on the Summary of Insurance Coverage
7. Discussion and Potential Action on the Board Meeting Minutes
8. Discussion and Potential Action on the October Financials
9. Discussion and Potential Action on the First Interim Report
10. Discussion and Potential Action on the Conflict of Interest Code
11. Discussion and Potential Action on the Resolution of the Board of Directors of
Cabrillo Point Academy School Joining the California Charter Schools Joint Powers
Authority
12. Discussion and Potential Action on the Healthy Youth Act Curriculum
13. Discussion and Potential Action on the Non-Compliance Policy
14. Discussion and Potential Action on the Residency Policy
15. Discussion and Potential Action on the Investigation Process Regarding Residency
16. Discussion and Potential Action on the Withdrawal Policy and Disenrollment Letter
17. Discussion and Potential Action on the Vendor Agreements
18. Discussion and Potential Action on the Promotion, Acceleration and Retention Policy
19. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items. Please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

Note: Cabrillo Point Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 818-207-3837 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

From: Elizabeth Robitaille <erobitaille@ccsa.org>
Sent: Friday, November 1, 2019 5:01 PM
To: Rupinder Boyd; Jennifer Lorge
Cc: Accountability; Jessica S. Newburn; Jose Iniguez; Susie Fahey Cell
Subject: notification of completion of CCSA Multiple Measure Review for Cabrillo Point Academy

Dear Rupi and Jenna,

I am pleased to formally notify you that CCSA's Member Council has voted and agreed that Cabrillo Point Academy (formerly Inspire Charter School-South) will not be part of CCSA's Public Call for Non-Renewal. Thank you for working closely with us during this process and helping us understand your data story.

After reviewing the Multiple Measure Review data presented by Inspire Charter School South and analyzing the strengths and weaknesses in that data as identified by CCSA staff, a majority of the CCSA Member Council voted that the Multiple Measure Review data showed enough evidence of growth in student learning to remove the school from CCSA's Public Call for Non-Renewal list. This recommendation was based primarily on the school's based onevidence of strong growth on STAR360 and some evidence of improvement on previously low post-secondary outcomes.

Attached is the school feedback form that summarizes the analyses that informed this decision. At the bottom of that document we also included some additional recommendations from our team, which we would love to talk to you over the phone about if possible. Next week, we have 2pm on Wednesday 11/6 or Thursday 11/7 available – please let us know if either of those times work for you.

Besides scheduling the call, please let us know if you have any follow up questions or other needs.

Thank you for your thoughtfulness and the positive changes you have been making in your data systems over the last couple of years.

Best regards,
Elizabeth

Elizabeth Robitaille, Ed.D.
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Join me at the 27th Annual [California Charter School Conference](#) in Long Beach, CA from March 16-19. Registration is open – sign up today



MULTIPLE MEASURE REVIEW FEEDBACK FOR: CABRILLO POINT ACADEMY, FORMERLY INSPIRE CHARTER SCHOOL - SOUTH

CCSA Accountability Framework Initial Filters

In order for a school to place above CCSA's initial filters, a school must be above the 5% statewide on Distance from Standard and must be above in one other filter in 2 of the last 3 years. Inspire Charter School-South school qualified for the Multiple Measure Review due to being below on state rank and a-g rate in 3 of the past 3 years, and having a Similar Students Rank below 4 in 2 of the past 3 years.

	Distance from Standard (DFS)			State Rank (1-10)	Similar Student Rank (1-10)	3-year Growth	a-g rate	DFS Percentile (1-100)
	ALL	ELA	Math					
2019 ¹	-47	-19	-76	3	2	6.7		29
2018	-51	-27	-75	3	5	10.5	2	27
2017	-57	-35	-79	3	2	4.2	0	24
2016	-61	-33	-90	2	1	²	8	20

After reviewing the Multiple Measure Review data presented by Inspire Charter School South and analyzing the strengths and weaknesses in that data as identified by CCSA staff, a majority of the CCSA Member Council voted that the Multiple Measure Review data showed enough evidence of growth in student learning to remove the school from CCSA's Public Call for Non-Renewal list. This recommendation was based primarily on the school's based on evidence of strong growth on STAR360 and some evidence of improvement on previously low post-secondary outcomes.

Strengths and Concerns Identified in the Multiple Measure Review

Strengths:

- Some cohorts' CAASPP ELA scores improved from 2015 and 2019, some by as much as 15 scale score points. Note that the school had high enrollment growth, so the ability to assess year-to-year improvement is limited. Below is a table showing progress on CAASPP Distance from Standard.

ELA							
	3rd	4th	5th	6th	7th	8th	11th
2019	-36	-33	-20	-31	-15	5	41
2018	-29.7	-38.9	-31.1	-32.4	-9.1	-2.1	2.1
2017	-38.9	-39.9	-38.6	-26.5	-22	-24.8	-25.7
2016	-46.2	-39.3	-24.3	-46.2	-31.1	-19.2	-20.7

- For past 2 years, school's reclassification rate has been 19%, which is about average for its district
- 78% of Kinder through 3rd grade students scored "At/Above Benchmark" in spring of 2019.

¹ As the state has not yet calculated and released the "Distance from Standard" (DFS) calculations, CCSA has constructed its own estimate "Average Point Difference" (APD), which we have done every year and which is 98% correlated with DFS.

² Two years of data were available in 2016, so growth reflected is 2 year growth, not 3 year.

STAR360 Early Literacy Assessment (Spring 2019)

INSPIRE SOUTH STAR 360 Spring 2018-2019 (Early Literacy)					
Count of ScreeningCategoryGroupAdjustment	Column Labels				
Row Labels	At/Above Benchmark	Intervention	On Watch	Urgent Intervention	Grand Total
1	63	7	10	9	89
2	35	13	7	15	70
3	19	7	3	8	37
K	575	47	37	29	688
Grand Total	692	74	57	61	884

INSPIRE SOUTH STAR 360 Spring 2018-2019 (Early Literacy)					
Count of ScreeningCategoryGroupAdjustment	Column Labels				
Row Labels	At/Above Benchmark	Intervention	On Watch	Urgent Intervention	Grand Total
1	71%	8%	11%	10%	100%
2	50%	19%	10%	21%	100%
3	51%	19%	8%	22%	100%
K	84%	7%	5%	4%	100%
Grand Total	78%	8%	6%	7%	100%

- Summary Reports for 2019 STAR360 show 74% of students "At/Above Benchmark" in Reading and 71% in Math. **Moreover, median student growth percentiles (SGPs) are around the 50th in Reading and about 50% of students are meeting their growth projection. In Math, 41% of students met their growth projection and students' SGP is at 42.**

School Submission – STAR360 Reading Results (Spring 2019)

INSPIRE SOUTH STAR 360 Spring 2018-2019 (Reading)					
Count of ScreeningCategoryGroupAd	Column Labels				
Row Labels	At/Above Benchmark	Intervention	On Watch	Urgent Intervention	Grand Total
1	85%	3%	6%	7%	100%
2	79%	6%	5%	9%	100%
3	78%	5%	9%	8%	100%
4	79%	6%	9%	7%	100%
5	75%	8%	12%	5%	100%
6	67%	10%	13%	9%	100%
7	68%	10%	13%	10%	100%
8	68%	10%	15%	8%	100%
9	68%	14%	13%	6%	100%
10	73%	9%	12%	6%	100%
11	75%	9%	10%	6%	100%
Grand Total	75%	7%	10%	8%	100%

STAR360 Summary Growth Reports

Grade	Reading		Mathematics	
	SGP	Change in Grade Equivalent	SGP	Change in Grade Equivalent
1	53	0.7	47	0.8
2	52	0.8	31	0.7
3	43	0.7	31	0.7
4	51	0.8	37	1
5	46	0.5	34	0.7
6	52	0.7	44	0.9
7	57	1	52	1.3
8	54	0.5	43	-
9*	55	0.4	43	2.8
10	56	0.6	58	-
11	53	0.1	37	-
12	56	-0.4	46	-1.1
Schoolwide average	52.3	0.5	41.9	0.9

- In 2018, 43% of graduating class went to 2- or 4-year college, (30%-point increase from 2 yrs. prior)
Summary of Post-Secondary Participation Rate Over Time

	2015-16	2016-17	2017-18
Total in Class	14	76	61
Total Enrolled	2	19	26
Post-Secondary Rate	14%	25%	43%

- The school has a 2019 projected graduation rate of 85%, over 60%-point increase from 2016's first graduating class.

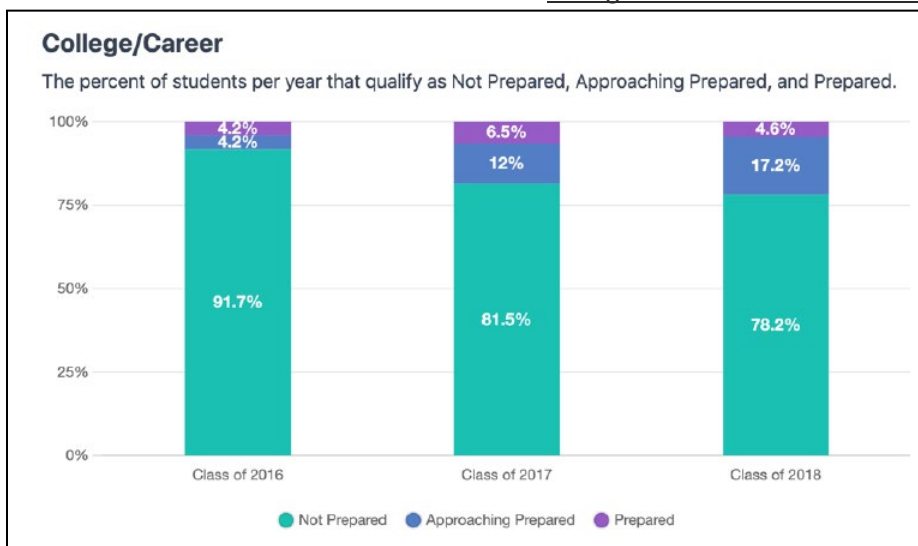
School Submission – Update to 2019 Grad Rate

The graduation cohort size has increased by nearly 60% (since 2015-16), at the same time, the number of seniors who require a fifth year to graduate has steadily decreased as demonstrated in the table below. The projected graduation rate for 2018-2019 is 85% as a result of closely monitoring all students.

Cabrillo Point Graduation Data for 4-year Cohort and 5th year seniors

Year	4-year Cohort Grad Rate	5 th Year Seniors
2018-2019	85.25% (104/122)	8 (graduating in 2020)
2017-2018	58.62% (51/87)	6/7
2016-2017	60.87 % (56/92)	5/8
2015-2016	19.4% (14/72)	13/20

- Although the school's % prepared on CCI is low, the % prepared/approaching prepared has increased from 8 to 22% from 2016 to 2018. College and Career Readiness Over Time



- The school's overall dropout rate has dropped from a high in 2016 of 50%+ to the school's reported 9% in 2019. This may have been due to the school implementing a program for tracking drop-outs. However, the data collected to understand the reason for drop out was limited, so it is hard to determine the connection between the program and improved dropout rate.

School Submission – Grad & Drop Out Rate Over Time

Year	Cohort Count	Grad Rate	Drop Out Rate	Still enrolled	GED/SPED Certificate/ CHSPE
2015-2016	72	19% (14)	52.8% (38)	27.7% (20)	(.02%) 2
2016-2017	92	60.9% (56)	29.3% (27)	8.7% (8)	1
2017-2018	87	58.6% (51)	31% (27)	8% (7)	1
2018-2019 (Projected)	122	82% (100)	9% (11)	7.4% (9)	1.6% (2)

- 76% of families reported being "well informed about child's high school progress toward graduation."

Concerns:

- The school is the lowest scoring in its geographic area, aside from other IS schools.

CCSA Analysis – 2018 CAASPP and Secondary Results for Inspire and Neighboring Schools

School Name	Grades	Enroll	Percentile	Growth	SSR	State Rank	% A-G
Boulder Oaks Elementary	1-5	295	82	6	6	9	
Crest Elementary	K-5	133	56	-1	1	6	
Dehesa Elementary	K-8	145	38	-9	4	4	
Greater San Diego Academy*+	K-12	245	71		10	8	21
Inspire*+	K-12	4183	27		5	3	2
Jamacha Elementary	K-5	473	63	9	7	7	
Jamul Intermediate	4-5	110	52	14	5	6	
Jamul Primary	K-6	259	80	22	8	8	
Madison Avenue Elementary	K-5	620	52	1	10	6	
MethodSchools*+	K-12	114	15		3	2	0
Mountain View Learning Academy	K-8	80		30			
Rios Elementary	K-5	359	27	-13	7	3	
Valhalla High	9-12	2125	70		9	7	44
Valiant Academy of Southern California*+	K-12	726	3		2	1	3

- Cohort Math CAASPP scores dropped over the 2015 to 2019 timeline, some by as much as 30 points.

CCSA Analysis – Cohort CAASPP Math Results Over Time

Math

	3rd	4 th	5th	6th	7th	8th	11th
2019	-55	-62	-89	-93	-72	-79	-85
2018	-46.9	-62.4	-86.4	-79.4	-64.8	-73.8	-124.8
2017	-51	-57.4	-91	-76.6	-75.1	-86.3	-145.9
2016	-60	-63.3	-73.8	-87.9	-81.5	-93.2	-128.7

- Continuously enrolled students fall further from the Math standard across grades. The 2019 6th graders have a Math DFS of -143 in 2019, down from -58 in 3rd grade. In ELA, continuously enrolled students only improve in the 2018 8th (from -42 to +5) and 2019 5th grade cohorts (-40 to -9), most cohorts are further from the ELA standard.

Continuously Enrolled Students' Cohort CAASPP Results

2019 4 th	ELA	Math	2019 5th	ELA	Math
3	-28	-40	3	-40	-50
4	-29	-58	4	-60	-73
#/% retained	262	68%	5	-9	-80

#/% retained	227	87%
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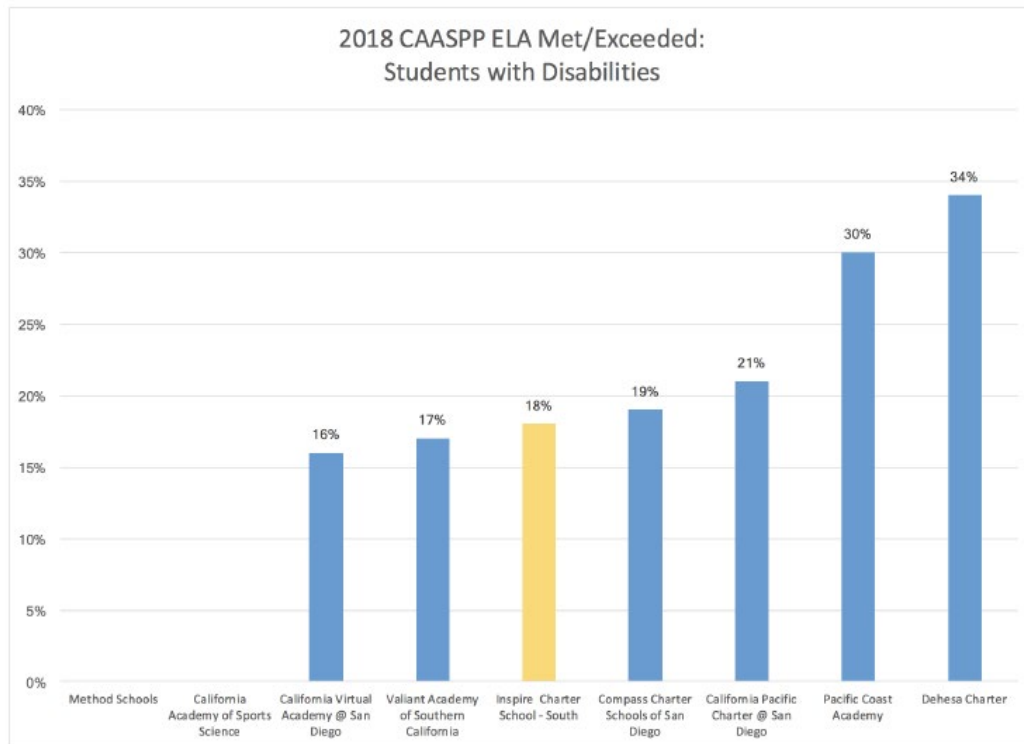
2019 6th	ELA	Math
3	-45	-58
4	-59	-67
5	-37	-98
6	-62	-143
#/% retained	69	100%

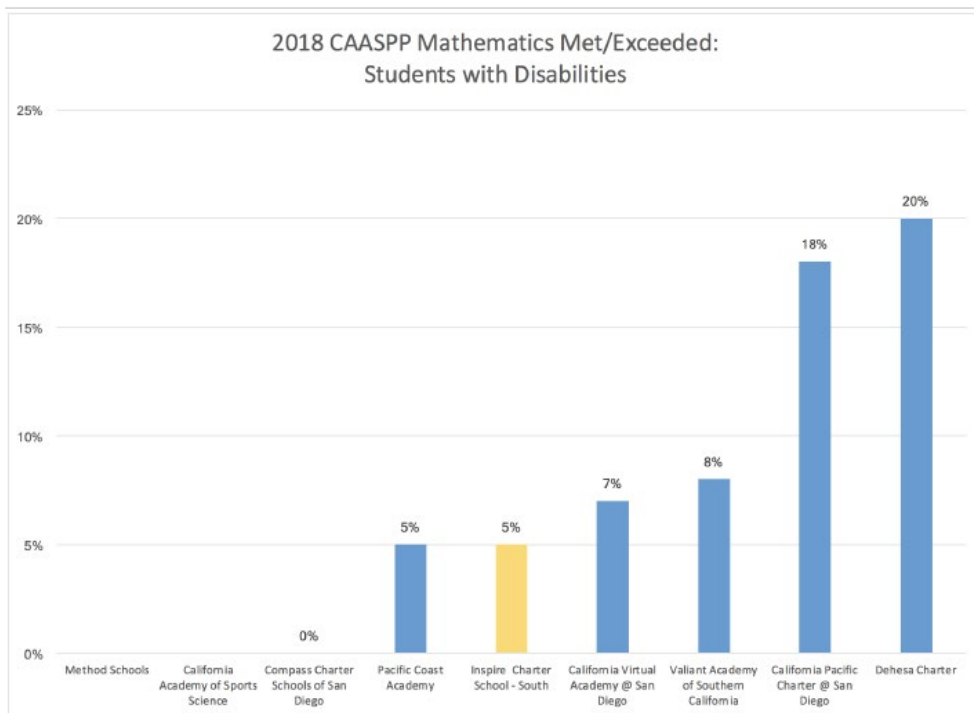
2019 7th	ELA	Math
4	-42	-72
5	-7	-64
6	-69	-105
7	-74	-118
#/% retained	64	90%

2019 8th	ELA	Math
5	-19	-69
6	-36	-88
7	-29	-49
8	-49	-83
#/% retained	53	72%

2018 8th	ELA	Math
6	-42	-83
7	-1	-56
8	5	-73
#/% retained	48	80%

- The school has the 3rd lowest SPED % Met/Exceeded among SoCal IS schools.
School Submission – SPED CAASPP Met/Exceeded % for SoCal IS Schools





- In 2018, 5% of students were Prepared on the CCI, and 17% were Approaching. Nearly 80% of students were considered Not Prepared by the State.
- In 2018, the area high school district's % prepared is nearly 10 times higher than Inspire.

CCI and Graduation Rate

School/District	Indicator	Color	Status	Change
Inspire	CCI	Red	4.6	
	Grad Rate	Red	58.6	-2.3
Grossmont Union HS District	CCI	Green	44.2	2.5 (+)
	Grad Rate	Green	82.4	2 (+)

- In 2019, 85% of 116 students graduated, but of those, only 43% went to either a 2- or 4-year college. School provided no record of the outcomes for 54 graduates, and 21 non-grads.
- Although the school's college-going rate rose again in 2019, between 2016 and 2018 it had dropped from 50% to 38%.
- Although the number of approved a-g courses has increased in the past four years, the school's a-g completion rate has never exceeded 10%.

School Submission - # of a-g approved courses offered by Inspire Over Time

Number of approved A-G classes offered					
Year	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Courses	4	93	134	181	213

- Only 39% of 2019 graduates met a-g Math requirements.

School Submission – a-g category requirement pass rates for 2018-19 graduating class

Category	"a" Social Studies	"b" English	"c" Mathematics	"d" Laboratory Science	"e" Foreign Language	"f" VAPA	"g" College Preparatory Elective
Credits required	20	40	30	20	20	10	10
% of seniors who met the category requirements.	45%	40%	39%	48%	39%	44%	66%

- Subgroup dropout rates were above 30% for the past three years of publicly available results.

Drop Out Rates 2018

	2016	2017	2018
ALL Students	53%	29%	31%
SPED	50%	36%	29%
LA	59%		30%
SD		30%	32%
WH	47%	29%	31%

The data above represent the summary of the strengths and weaknesses in school performance data that CCSA reviewed to arrive at its decision in the Multiple Measure Review. What follows below are additional recommendations to the school, based on the site visit, our multiple conversations with school leadership, and staff observations after reviewing numerous schools' data this year.

OTHER RECOMMENDATIONS RESULTING FROM MMR FOR CABRILLO POINT ACADEMY, FORMERLY INSPIRE CHARTER SCHOOL – SOUTH

- Through MMR process in 2018 and 2019, CCSA staff and the Member Council have noted the school seems to have difficulty in tracking student outcomes amidst exponential growth and when students move from one CDS code to the next. In support of student outcomes, we hope that student population at each school tends to be more stable in the future allowing principals and other leaders to track student performance over time.
- In this time of organizational change, we hope that Inspire leaders will work toward alignment between all Home Office teams and the academic team—students' adequate academic progress should be the outcome sought. Parent choice and agency are important in any home school delivery or hybrid model, but it is the responsibility of the schools/organization to make sure parents are able to help their children make adequate and grade-level progress. When we visited the team last winter, we learned about the three tiers of checking student work and accountability for teachers to document thoroughly the meetings and supports being offered to families, which were a positive start. At other schools with similar models, we have seen that accountability policies and practices for families are key to the success of students. During this time of leadership change, we recommend that

the academic team has a strong voice and that academic data is used to determine what in their program is working, what isn't.

- We recommend increasing the use of academic data with families. For example, holding data meetings regularly with parents similar to how principals would with teachers at site based schools. Where are their children's strengths? Areas for growth? What are the next steps to help students move toward grade level based on what this data tells us?
- Consider having teachers and families work more closely with SBAC items. This is not intended to be a test prep recommendation. When adults use the items to help them understand what the standards are demanding of students, it influences teaching and learning. There are protocols available online to help teachers unpack a standard and complete items for that standard prior to teaching a unit to students. Using the CDE's Interim Block Assessments in an informal way or using item specifications can be helpful in this process.

NATIONAL HONOR SOCIETY

&

NATIONAL JUNIOR HONOR SOCIETY



NJHS is for students in grades 7th - 9th grade. To be eligible students must have and maintain a GPA of a 3.0 or higher.

NHS is for students in grades 10th - 12th grade. To be eligible students must have and maintain a GPA of a 3.5 or higher.

The purpose of NJHS is to encourage students to have a heart for service by providing an organization where students complete two community service projects a year: one individual and one chapter wide project.

The purpose of NHS is to encourage students to have a heart for service by providing an organization where students complete two community service projects a year: one individual and one chapter wide project.

Cabrillo Point Academy had 21 new students inducted this year into NJHS

Cabrillo Point Academy had 20 new students inducted this year into NHS

Cabrillo Point Academy has 26 students in the program

Cabrillo Point Academy has 29 students in the program

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Date Published: 03/05/2019 09:00 PM

Senate Bill No. 126**CHAPTER 3**

An act to add Section 47604.1 to the Education Code, relating to charter schools.

[Approved by Governor March 05, 2019. Filed with Secretary of State March 05, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

SB 126, Leyva. Charter schools.

(1) The Ralph M. Brown Act requires that all meetings of the legislative body, as defined, of a local agency be open and public and all persons be permitted to attend unless a closed session is authorized. The Bagley-Keene Open Meeting Act requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend.

This bill would expressly state that charter schools and entities managing charter schools are subject to the Ralph M. Brown Act, unless the charter school is operated by an entity governed by the Bagley-Keene Open Meeting Act, in which case the charter school would be subject to the Bagley-Keene Open Meeting Act, except as specified.

This bill would require specified charter schools or entities managing charter schools to hold meetings in specified locations. The bill would prohibit a meeting of the governing body of a charter school to discuss items related to the operation of the charter school from including the discussion of any item regarding an activity of the governing body that is unrelated to the operation of the charter school.

(2) The California Public Records Act requires state and local agencies to make their records available for public inspection and to make copies available upon request and payment of a fee unless the records are exempt from disclosure.

This bill would expressly state that charter schools and entities managing charter schools are subject to the California Public Records Act, except as specified.

(3) Existing law prohibits certain public officials, including, but not limited to, state, county, or district officers or employees, from being financially interested in any contract made by them in their official capacity or by any body or board of which they are members, except as provided.

This bill would expressly state that charter schools and entities managing charter schools are subject to these provisions, except that the bill would provide that an employee of a charter school is not disqualified from serving as a member of the governing body of the charter school because of that employment status. The bill would require a member of the governing body of a charter school who is also an employee of the charter school to abstain from voting on, or influencing or attempting to influence another member of that body regarding, any matter uniquely affecting that member's own employment.

(4) The Political Reform Act of 1974 requires every state agency and local governmental agency to adopt a conflict-of-interest code, formulated at the most decentralized level possible, that requires designated employees of the agency to file statements of economic interest disclosing any investments, business positions, interests in real property, or sources of income that may foreseeably be affected materially by any governmental decision made or participated in by the designated employee by virtue of that employee's position.

This bill would expressly state that charter schools and entities managing charter schools are subject to the Political Reform Act of 1974, except as specified.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 47604.1 is added to the Education Code, to read:

47604.1. (a) For purposes of this section, an "entity managing a charter school" means a nonprofit public benefit corporation that operates a charter school consistent with Section 47604. An entity that is not authorized to operate a charter school pursuant to Section 47604 is not an "entity managing a charter school" solely because it contracts with a charter school to provide to that charter school goods or task-related services that are performed at the direction of the governing body of the charter school and for which the governing body retains ultimate decisionmaking authority.

(b) A charter school and an entity managing a charter school shall be subject to all of the following:

(1) The Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), except that a charter school operated by an entity pursuant to Chapter 5 (commencing with Section 47620) shall be subject to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) regardless of the authorizing entity.

(2) (A) The California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

(B) (i) The chartering authority of a charter school shall be the custodian of records with regard to any request for information submitted to the charter school if either of the following apply:

(I) The charter school is located on a federally recognized California Indian reservation or rancheria.

(II) The charter school is operated by a nonprofit public benefit corporation that was formed on or before May 31, 2002, and is currently operated by a federally recognized California Indian tribe.

(ii) This subparagraph does not allow a chartering authority to delay or obstruct access to records otherwise required under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

(3) Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code.

(4) (A) The Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code).

(B) For purposes of Section 87300 of the Government Code, a charter school and an entity managing a charter school shall be considered an agency and is the most decentralized level for purposes of adopting a conflict-of-interest code.

(c) (1) (A) The governing body of one charter school shall meet within the physical boundaries of the county in which the charter school is located.

(B) A two-way teleconference location shall be established at each schoolsite.

(2) (A) The governing body of one nonclassroom-based charter school that does not have a facility or operates one or more resource centers shall meet within the physical boundaries of the county in which the greatest number of pupils who are enrolled in that charter school reside.

(B) A two-way teleconference location shall be established at each resource center.

(3) (A) For a governing body of an entity managing one or more charter schools located within the same county, the governing body of the entity managing a charter school shall meet within the physical boundaries of the county in which that charter school or schools are located.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(4) (A) For a governing body of an entity that manages two or more charter schools that are not located in the same county, the governing body of the entity managing the charter schools shall meet within the physical boundaries of the county in which the greatest number of pupils enrolled in those charter schools managed by that entity reside.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(C) The governing body of the entity managing the charter schools shall audio record, video record, or both, all the governing board meetings and post the recordings on each charter school's internet website.

(5) This subdivision does not limit the authority of the governing body of a charter school and an entity managing a charter school to meet outside the boundaries described in this subdivision if authorized by Section 54954 of the Government Code, and the meeting place complies with Section 54961 of the Government Code.

(d) Notwithstanding Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code, an employee of a charter school shall not be disqualified from serving as a member of the governing body of the charter school because of that employee's employment status. A member of the governing body of a charter school who is also an employee of the charter school shall abstain from voting on, or influencing or attempting to influence another member of the governing body regarding, all matters uniquely affecting that member's employment.

(e) To the extent a governing body of a charter school or an entity managing a charter school engages in activities that are unrelated to a charter school, Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code, the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code), the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code) shall not apply with regard to those unrelated activities unless otherwise required by law.

(f) A meeting of the governing body of a charter school to discuss items related to the operation of the charter school shall not include the discussion of any item regarding an activity of the governing body that is unrelated to the operation of the charter school.

CharterSAFE

EVIDENCE OF COVERAGE BOUND

THE EVIDENCE OF COVERAGE BOUND BELOW HAVE BEEN ISSUED TO THE NAMED MEMBER LISTED HEREIN FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY AGREEMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT TO WHICH THIS DECLARATION OF COVERAGE AND LIMITS MAY PERTAIN. THE COVERAGE AFFORDED UNDER THE COVERAGE AREAS LISTED BELOW IS SUBJECT TO ALL THE TERMS, CONDITIONS, AND EXCLUSIONS ESTABLISHED IN THE MEMORANDUM OF COVERAGE AND/OR APPLICABLE POLICIES. LIMITS SHOWN MAY BE OR HAVE BEEN REDUCED BY PAID CLAIMS FOR THE COVERAGE PERIOD INDICATED.

Effective Date: July 1, 2019 12:01 AM - July 1, 2020 12:01 AM

Named Member:

Inspire Charter Schools, DBA Hope Charter Academy
1740 Huntington Drive, Suite 205
Duarte, CA 91010

Coverage Provided by (CP):

Coverage Provider Addendum is available upon request. Please reach out to your CharterSAFE primary representative.

Core Liability Program

Coverage Limits: \$30,000,000 Per Member Aggregate

The Core Liability Program breaks down as follows:

CP	COVERAGES	SCHEDULE OF LIMITS
A,V, L	<p><u>Directors & Officers, Employment Practices, and Fiduciary Liability *</u></p> <p>Directors & Officers Liability (D&O) Deductible: \$100,000 per claim Continuity Date: 03/06/2015</p> <p>Employment Practices Liability (EPL) Deductible: \$100,000 per claim Continuity Date: 03/06/2015</p> <p>Fiduciary Liability Deductible: \$0 Continuity Date: 03/06/2015</p>	<p>\$2,000,000 per claim/aggregate</p> <p>\$2,000,000 per claim/aggregate</p> <p>\$1,000,000 per claim/aggregate</p>
A,H	<p><u>General Liability</u></p> <p>Deductible: \$500 per occurrence for losses arising out of participation in <i>High Risk Activities</i>**</p> <p>General Liability includes Damage to Premises Rented, Products-Completed Operations, and Personal and Advertising Injury</p> <p>Premises Medical Payment Sublimit</p> <p><u>Employee Benefits Liability</u></p> <p><u>Educator's Legal Liability</u></p> <p>Deductible: \$2,500 per occurrence</p> <p>IEP (Individualized Educational Program) Defense Sublimit Deductible: \$7,500 per occurrence</p> <p><u>Sexual Abuse Liability</u></p> <p><u>Law Enforcement Activities Liability</u></p>	<p>\$2,000,000 per occurrence</p> <p>\$10,000 per person sublimit \$50,000 per occurrence sublimit</p> <p>\$2,000,000 per occurrence</p> <p>\$2,000,000 per occurrence</p> <p>\$50,000 per occurrence/aggregate sublimit</p> <p>\$2,000,000 per occurrence</p> <p>\$2,000,000 per occurrence</p>

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	<p><u>Automobile</u> Includes Autos scheduled with CharterSAFE, non-owned autos and hired autos</p> <p>Auto Liability Uninsured/Underinsured Sublimit Automobile Medical Payment Sublimit</p> <p>Auto Physical Damage Deductible: \$500 per occurrence for Hired auto Physical Damage</p>	<p>\$2,000,000 per occurrence</p> <p>\$1,000,000 per occurrence sublimit</p> <p>\$10,000 per person sublimit \$50,000 per occurrence sublimit</p> <p>\$1,000,000 per occurrence</p>
B,C, H,R, W	<p><u>Excess Reinsurance</u> Applies to the following coverage areas:</p> <ul style="list-style-type: none"> General Liability, <u>excluding</u> Damage to Premises Rented Employee Benefits Liability Educator's Legal Liability, <u>excluding</u> IEP Defense sublimit Sexual Abuse Liability*** Law Enforcement Activities Liability Automobile Liability, <u>excluding</u> Auto Physical Damage D&O and EPL <u>excluding</u> Fiduciary Liability 	<p>\$28,000,000 per occurrence/claim based on underlying coverage</p> <p>\$28,000,000 aggregate</p> <p>Note: Coverage over the underlying \$2,000,000 to make a total of \$30,000,000</p>

*****New Requirement:** Sexual Abuse Prevention Training by CharterSAFE & Child Abuse Mandated Report Training for all employees is **REQUIRED** to be completed within 90 days of CCS JPA implementation of the training to maintain the full \$30,000,000 limit for sexual abuse liability. If training is not completed within the 90 days, the maximum sexual abuse liability limit is \$10,000,000 per occurrence and aggregate.

Crime		
A	<p><u>Crime</u> Monies and Securities Deductible: \$500 per occurrence</p> <p>Computer & Funds Transfer Fraud Deductible: \$500 per occurrence</p> <p>Forgery or Alteration Deductible: \$500 per occurrence</p> <p>Employee Dishonesty Deductible: Varies*</p>	<p>\$1,000,000 per occurrence</p> <p>\$1,000,000 per occurrence</p> <p>\$1,000,000 per occurrence</p> <p>\$1,000,000 per occurrence</p>
<p>*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.</p>		

CharterSAFE

Property		
A,F, G,I, K,O, V,X, Y	<p><u>Property</u></p> <p>Valuation: Replacement Cost</p> <p>Total Insured Value: (Building Value + Content Value + EDP)</p> <p>Deductible: \$1,000 per occurrence*</p> <p>Building (including tenant improvements and betterments)</p> <p>Personal Property - Contents & Electronic Data Processing</p> <p>Builder's Risk - As scheduled with CharterSAFE for projects over \$200,000</p> <p>Boiler and Machinery / Equipment Breakdown</p> <p>Business Interruption - \$10,000,000</p> <p>Extra Expense - \$10,000,000</p>	<p>As scheduled with CharterSAFE subject to the maximum limit of \$150,000,000 per occurrence.</p> <p>See "Exposures & Locations" section</p>
<p>*WATER DAMAGE Deductible is subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims at the location of loss on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.</p>		

Student & Volunteer Accident		
A,S	<p><u>Student Accident and Volunteer Accident</u></p> <p>Deductible: \$500 per incident for losses arising out of participation in <i>High Risk Activities</i>**</p> <p>Student Accident</p> <p>Volunteer Accident</p>	<p>\$50,000 per incident</p> <p>\$25,000 per incident</p>

Additional Program Coverages		
A,M	<p><u>Pollution Liability and First Party Remediation</u></p> <p>Deductible: \$10,000 per occurrence</p>	<p>\$1,000,000 per pollution condition</p> <p>\$5,000,000 aggregate for all CharterSAFE members combined</p>
A,Q, P	<p><u>Terrorism Liability*</u></p>	<p>\$5,000,000 per occurrence/aggregate for all CharterSAFE members combined</p>
A,Q, P	<p><u>Terrorism Property</u></p> <p>Deductible: \$1,000 per occurrence</p> <p>Total insured Value (Building Value + Content Value + EDP)</p>	<p>As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence.</p> <p>See "Exposures & Locations" section</p>
A,N	<p><u>Cyber Liability*</u></p> <p>Deductible: \$2,500 per claim</p>	<p>\$1,000,000 per claim</p> <p>\$5,000,000 aggregate for all CharterSAFE members combined</p>

CharterSAFE

Workers' Compensation

A,U	<u>Workers' Compensation</u> Workers' Compensation Workers' Compensation rate: \$0.908 per \$100 of payroll Employer's Liability	Statutory \$5,000,000 per accident \$5,000,000 per disease per employee \$5,000,000 per disease policy limit
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* Claims-Made coverage. Coverage applies only to claims made against the Named Member during the Period of Coverage and Reported during the Period of Coverage.

** A list of High Risk Activities is available at www.chartersafe.org or you may contact Carly Weston (cweston@chartersafe.org / 818-394-6547) from CharterSAFE's Risk Management Team.

The Evidence of Coverage Bound is issued as a matter of information only to Named Members for their internal use and confers no rights upon any viewer of this Evidence of Coverage Bound other than those provided for in the Memorandum of Coverage and/or applicable policies. This Evidence of Coverage Bound does not amend, extend, or alter the coverage described within the Memorandum of Coverage and/or applicable policies and may only be copied, printed, used, and viewed by the Named Member. Any other use, duplication, or distribution of this Evidence of Coverage Bound without the prior written consent of CharterSAFE is prohibited.



CABRILLO POINT ACADEMY

3152 Red Hill Ave., #150, Costa Mesa, California 92626

Phone (619) 404-3190 * Fax (619) 749-1792

Regular Scheduled Board Meeting - Cabrillo Point Academy

October 22, 2019 – 1:00 pm

3152 Red Hill Ave., #150, Costa Mesa, CA 92626

Attendance: Caroline Moon, Lisa Rumsey, Gloria Antonini, Natasha Brunstetter

Absent: Sherri McFadden

Also Present: Jenna Lorge, Kathy Fagundo, Bryanna Brossman

Call to Order:

Caroline Moon called the meeting to order at 1:09 pm.

Public Comments:

None.

Approval of the Agenda:

Caroline Moon motioned to approve the Agenda. Gloria Antonini seconded.

-Unanimous.

Closed Session:

Caroline Moon motioned to enter into Closed Session at 1:15 pm. Gloria Antonini seconded.

-Unanimous

Caroline Moon motioned to exit Closed Session at 1:43 pm. Lisa Rumsey seconded.

-Unanimous

No action was taken in closed session.

Principals Report:

The board received an update from the Principal on the following:

- Enrollment – Enrollment has closed for the 2019-2020 school year and the school starting to build a waitlist where students are only admitted if a currently enrolled students leaves.
- Student Achievement – The school is working hard to make sure that all of the students are completing the Start 360 testing for the school year.
- CAASPP Scores – Cabrillo Point Academy scored better in English Language Arts than the authorizing district.

Discussion and Potential Action on the Board Meeting Minutes:

Caroline Moon motioned to approve the Board Meeting Minutes. Lisa Rumsey seconded.

-Unanimous.

Discussion and Potential Action on the September Financials:

Lisa Rumsey motioned to approve the September Financials. Gloria Antonini seconded.

-Unanimous.

Discussion and Potential Action on Bank Account Check Signers:

Caroline Moon motioned to approve the Bank Account Check Signers. Lisa Rumsey seconded.

-Unanimous.

Discussion and Potential Action on the Staff Handbook:

Caroline Moon motioned to approve the Staff Handbook. Gloria Antonini seconded.

-Unanimous.

Discussion and Potential Action on the MOU with outside Charter Schools:

Gloria Antonini motioned to approve the MOU with outside Charter Schools with the provision that the MOU will reviewed on a regular basis to ensure that any updates that need to be made can be made and brought back to the board for an update and approval. Natasha Brunstetter seconded.

-Unanimous.

Discussion and Potential Action on the Residency Policy:

Natasha Brunstetter motioned to approve the Residency Policy. Lisa Rumsey seconded.

-Unanimous.

Discussion and Potential Action on the 9th Grade Math Placement Policy:

Caroline Moon motioned to approve the 9th Grade Math Placement Policy. Gloria Antonini seconded.

-Unanimous.

Discussion and Potential Action on the Title IX Policy:

Caroline Moon motioned to approve the Title IX Policy. Natasha Brunstetter seconded.

-Unanimous.

Discussion and Potential Action on the Extended School Year Dates:

Lisa Rumsey motioned to approve the Extended School Year Dates. Gloria Antonini seconded.

-Unanimous.

Discussion and Potential Action on the Local Dashboard Indicators:

Natasha Brunstetter motioned to approve the Local Dashboard Indicators. Lisa Rumsey seconded.

-Unanimous.

Discussion and Potential Action on the Independent Study Policy:

Gloria Antonini motioned to approve the Independent Study Policy. Lisa Rumsey seconded.
-Unanimous.

Discussion and Potential Action on the Board Resolution Approve the Testing LEA Representative:

Caroline Moon motioned to approve the Board Resolution Approve the Testing LEA Representative. Lisa Rumsey seconded.
-Unanimous.

Discussion and Potential Action on the Vendor Agreement:

Natasha Brunstetter motioned to table the Vendor Agreement to the next board meeting with the direction to the Principal to look into the possibility of setting specific times in the vendor agreement. Gloria Antonini seconded.
-Unanimous.

Discussion and Potential Action on the Comprehensive School Safety Plan:

Caroline Moon motioned to approve the Comprehensive School Safety Plan. Natasha Brunstetter seconded.
-Unanimous.

Discussion and Potential Action on the EL Plan:

Caroline Moon motioned to approve the EL Plan. Lisa Rumsey seconded.
-Unanimous.

Discussion and Potential Action on the Conflict of Interest Code:

Caroline Moon motioned to approve the Conflict of Interest Code. Gloria Antonini seconded.
-Unanimous.

Adjournment:

Caroline Moon motioned to adjourn the meeting at 3:06 pm. Lisa Rumsey seconded.
-Unanimous.

Prepared by:
Bryanna Brossman

Noted by:

Lisa Rumsey
Board Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS OF
INSPIRE CHARTER SCHOOL - SOUTH TENTATIVELY
ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, Inspire Charter School - South (the “School”) is a California nonprofit public benefit corporation that operates a public charter school authorized by Dehesa Elementary in San Diego County; and

WHEREAS, the Board of Directors (“Board”) seeks to adopt the FPPC’s model Conflict of Interest Code as set forth in California Code of Regulations, Title 2, Section 18730.

NOW, THEREFORE, the Board hereby finds, resolves, and orders as follows:

Section 1. The Conflict of Interest Code, in the form attached as Attachment A, is tentatively adopted and promulgated and supersedes all prior draft Conflict of Interest Codes.

Section 2. The Principal or her designee is directed to open a 45-day public comment period by posting a Notice of Intention to Adopt a Conflict of Interest Code on the School’s public website and notifying each individual affected by the proposed Conflict of Interest Code by providing a copy of the Notice to each individual, or posting the Notice on the School’s intranet or employee bulletin board.

Section 3. The Conflict of Interest Code shall become effective upon:

- a. Final approval by this Board following the public comment period and after a public hearing, if requested; and
- b. Approval by the San Diego County Board of Supervisors as the code reviewing body.

Section 4. Upon final approval by this Board, the Principal or her designee is directed to submit the Conflict of Interest Code in the required format, as well as any other required documents, to the San Diego County Board of Supervisors for approval.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of Inspire Charter School - South, a California nonprofit public benefit corporation, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Inspire Charter School - South, which was duly held on _____, 2019, at which all the members of the Board of Directors had due notice and at which a quorum was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

WITNESS my hand this _____ day of _____, 2019.

Secretary, Inspire Charter School - South

ATTACHMENT A
CONFLICT OF INTEREST CODE AND APPENDICES
OF INSPIRE CHARTER SCHOOL - SOUTH

[See Attached]

INSPIRE CHARTER SCHOOL - SOUTH

CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 California Code of Regulations §18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby adopted and incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code for Inspire Charter School - South. This code shall take effect when approved by the San Diego County Board of Supervisors, and shall thereupon supersede any and all prior such codes adopted by Inspire Charter School - South, but shall supplement any conflict of interest policies adopted in compliance with the laws governing nonprofit corporations.

Individuals holding designated positions shall file statements of economic interests with the Secretary of Inspire Charter School - South. Upon receipt of the statements of the members of the Board of Directors, the Secretary shall make and retain copies and forward the originals of these statements to the Clerk of the San Diego County Board of Supervisors. Original statements for all other designated employees shall be retained by the Secretary. All retained statements shall be available for public inspection and reproduction. (Government Code § 81008.)

APPENDIX A

<u>Designated Positions</u>	<u>Disclosure Category</u>
Members of the Governing Board	1, 2
President/CEO	1, 2
Principal/Superintendent	1,2
Assistant Director(s)	3
Verification Specialists	3
Teachers	3
Regional Coordinators	3
Senior Director of Special Education	3
Regional Director of Special Education	3
Assistant Director of Special Education	3

The Principal or designee may determine in writing that a particular consultant or newly created position as set forth in 2 Cal. Code Regs. § 18219, that makes or participates in the making of decisions that may foreseeably have a material effect on any financial interest is hired to perform a range of duties that is limited in scope and thus the broadest disclosure is not necessary. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Principal or designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Government Code § 81008).

APPENDIX B

Disclosure Categories

Category 1 Reporting:

Designated positions assigned to this category must report:

Interests in real property located in whole or in part within two (2) miles of any facility owned or leased by Inspire Charter School - South.

Category 2 Reporting:

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment of the type to be utilized by Inspire Charter School - South.

Category 3 Reporting:

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment of the type to be utilized by the designated person's department, including, for example, vendors providing such goods or services to be utilized in the instruction of students.

RESOLUTION OF BOARD OF DIRECTORS OF THE CABRILLO POINT ACADEMY
CHARTER SCHOOL JOINING THE CALIFORNIA CHARTER SCHOOLS
JOINT POWERS AUTHORITY, DBA CHARTERSAFE

WHEREAS, it is in the best interests of the Cabrillo Point Academy charter school (“School”) to establish a joint powers agency to administer programs for group purchasing, financing, risk management, insurance, self-insurance, and risk sharing; and

WHEREAS, the joint powers authority will offer significant advantages to the School in terms of cost, liability protection and services; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cabrillo Point Academy charter school:

1. The Cabrillo Point Academy charter school agrees to join the California Charter Schools Joint Powers Authority (CCS-JPA, DBA CharterSAFE) and
2. Application for a certificate of consent to self-insure for workers compensation insurance to be submitted to the Department of Industrial Relations is hereby authorized, as necessary for the School to participate in the workers compensation self-insurance program of the Authority.
3. The School Director is hereby authorized to execute any and all documents as necessary to carry out the purposes of this Resolution.
4. That the Clerk /Secretary is directed to certify a copy of this Resolution and to forward the same, together with a copy of the executed joint powers agreement, to the California Charter Schools Joint Powers Authority.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair/President

ATTEST:

Clerk/Secretary

AB 2601 (2018) amended the California Healthy Youth Act (CHYA) to require that charter schools in California provide students with inclusive and comprehensive sexual health education and HIV prevention education (Education Code §§ 51930-51939). CHYA education must be provided at least once in middle school and at least once in high school. At our school, 8th grade (middle school) and 9th grade (high school). The law additionally requires instruction be inclusive of all genders, sexual orientations, abilities, races, and cultural backgrounds and present medically accurate and unbiased information.

The school will send a letter to parents/guardians that explains their right to review the curriculum prior to instruction and their right to excuse their child from the instruction. The letter includes the following information:

- Comprehensive sexual health and HIV prevention instruction is provided by trained classroom teachers or community-based health educators.
- All content complies with California Healthy Youth Act and CA Education Code requirements.
- When the instruction will be implemented at their child's school.
- Where parents/guardians can review instructional materials at their child's school.
- That parents/guardians may notify the school in writing if they wish to excuse their child from the instruction.

Parents or guardians may excuse their child from the sexual health instruction for this school year by providing a written note in their preferred language to their child's teacher. The note should simply state that they are excusing their child from the instruction, include their child's name, and be signed by the parent or guardian. There is no need for any explanation or reason to be stated in this note.

Districts may choose a curriculum to use to meet the requirements of the new law. The school will use ***Rights, Respect, Responsibility*** (3Rs). This is a comprehensive sexual health curriculum that complies with [the State of California's CA Healthy Youth Act](#) requirements. This curriculum was vetted by a team of experts prior to being approved by our program's Sexual Health Education Advisory Team. The 3Rs lessons were authored by [Advocates for Youth](#), who is funded and supported by the Centers for Disease Control and Prevention and who collaborates with the California Department of Education to implement medically accurate sexuality education statewide. This curriculum is open for [public review](#).



Non-Compliance Policy and Procedures

Cabrillo Point Academy is committed to ensuring students are appropriately engaged in learning, particularly as it correlates to attendance reporting. After the Non-Compliance Process has been seen through, it may be determined that Independent Study is not the best educational placement for the student and as such, the student may be Administratively Withdrawn.

The purpose of the Cabrillo Point Academy Governing Board approving this Non-Compliance Policy is to accomplish the following:

1. Outline the Non-Compliance Process
 2. Outline the Student's Responsibility to complete Work/Progress, Assignments/Work Samples, and/or Student Activity Logs
 3. Outline the Parent's and Student's Responsibility to Schedule and Attend Monthly Learning Periods
 4. Establish Communication Requirements for the Home School Teacher (HST).
 5. Outline the Non-Compliance Procedures
 6. Outline the Procedures for the HST when sending the First Non-Compliance Letter
 7. Outline the Procedures for the HST when sending the Second Non-Compliance Letter
 8. Outline the Procedures for the Administrative Conference Call
 9. Establish the Non-Compliance Timeline/Checklist
-
1. **Non-Compliance Process:** The school's Non-Compliance Process can be engaged if a student/family is found to have one or more of the following:
 - Two (2) missing assignments during any period of twenty (20) school days
 - One or more missing Work Samples
 - One or more missing Student Activity Logs (Attendance Logs)
 - Missed or not scheduled one or more monthly learning period or other meetings.
 - Has not responded to their Homeschool Teacher after three sets of attempts (phone and email) over the course of six school days.
 2. **Student Work/Progress, Assignments/Work Samples, Student Activity Logs:** It is required that all Homeschool Teachers (HSTs) review and affirm student learning and collect Student Activity Logs and Work Samples every twenty school days. It is also required that all HQTs, monitor work completion and progress for High School Students, if using an HQT. When any pupil fails to complete two (2) assignments during any period of twenty (20) school days, or has missed one or more work samples, the HST should then start the Compliance Process.
 3. **Monthly Learning Period or Other Meetings:** It is the parent's and student's responsibility to make every effort to schedule and attend monthly learning period meetings every twenty school days. If the meeting is not successfully scheduled or held after two or more attempts it could be determined that the family has not met the school's meeting expectations and the HST

should start the Non-Compliance Process.

4. **Communication Requirements of the Home School Teacher:** HSTs will keep positive and open lines of communication with each family. HSTs will follow a communication pattern with a pairing of a phone call, email message, and document in Contact Manager. If an initial communication pair (#1) is not responded to within two school days, the HST will attempt to reach the family again with another communication pair (#2). If the second communication pair is not successful, the HST will attempt a third communication pair (#3) and start the Compliance Process by sending Non-Compliance Letter #1.
5. **Non-Compliance Procedures:** The compliance procedure can include two compliance letters and one Administrative Conference call. If after the Administrative Conference call the student fails to meet expectations, the student will be withdrawn from the school for at minimum, one academic school year.
6. **First Non-Compliance Letter:** Should any of the items listed in the Non-Compliance Process occur and there have been three Communication Pairs attempted, upon the third attempt, the HST will:
 - Send Non-Compliance Letter #1 to the family via certified mail.
 - Document date letter was sent, issue, and tracking number in Contact Manager
 - Remind student/family of the appropriate sections of the Master Agreement and Parent-Student Handbook that specifically address the issue/concern.
 - Talk with the family to see what the issues/concerns are on both sides as well as develop a plan to support the student and resolve any issues.
 - Hold all Instructional Funds until the family is compliant.
7. **Second Non-Compliance Letter:** Without satisfactory resolution or response to the issues described in the Non-Compliance Letter #1 within five school days, the HST will:
 - Attempt to call and email the family (Communication Pair #4)
 - Determine a day and time to schedule an Administrative Conference Call with the parent(s)/guardian(s), HST, and Sr. Director, to be specified in Non-Compliance Letter #2. Date should be no sooner than the 6th school day from the date of the letter.
 - Send Non-Compliance Letter #2 to the family via certified mail.
 - Document date letter was sent, issue, and tracking number in Contact Manager
 - Remind student/family of the appropriate sections of the Master Agreement and Parent-Student Handbook that specifically address the issue/concern.

Letter #2 gives the family the opportunity to communicate and work with their HST to address and problem-solve the issues of concern. Should the family fail to communicate to their HST within five school days from the date the letter was sent, the parent/guardian must either communicate and resolve the indicated issues with their HST or attend the Administrative Phone Conference as scheduled in the letter.

8. **Administrative Conference Call:** Without satisfactory resolution to the issues/concerns, the HST will:
 - Send out a conference call number to all participants.

- Attempt to remind/confirm the parent/guardian of the call via phone and email. Document the communication in the Contact Manager.
- Document date the Administrative Conference Call was held including a brief summary of the outcome in the Contact Manager.

A team composed of Parent(s)/Guardian(s), HST, and a Director must be present on the Administrative Conference Call. During this time the team will work towards resolution of the issues/concerns as well as determine if this is the best placement for the student. School Administration may determine the following:

- Independent Study is in the best interest of the student.
- The need to place the student on a student improvement plan.
- The need to implement different strategies to collect compliance documents (Student Activities Logs and or Work Samples).
- Determine that it is not in the student's best interest to remain in our independent study program.

If the Administration finds that this is not in the best interest of the student to remain in independent study, then the student shall be withdrawn from the school by following the procedures in the school's withdrawal policy.

If the student or parent does not attend the Administrative Conference Call, the student could be withdrawn from the school by following the procedures in the school's withdrawal policy.

9. Non-Compliance Timeline/Checklist:

- Concern/Issue Arises
 - The HST will Call & Email Family (Communication Pair #1)*
- Wait 2 School Days
- Resolution – Stop Process
- If No Resolution Continue
 - The HST will Call & Email Family (Communication Pair #2)*
- Wait 2 School Days
- Resolution – Stop Process
- If No Resolution Continue
 - The HST will Call & Email Family (Communication Pair #3) + Send Non-Compliance Letter #1 (Certified Mail) Hold Instructional Funds*
- Wait 5 School Days
- Resolution– Stop Process
- If No Resolution Continue
 - The HST will Call & Email Family (Communication Pair #4) + Send Non-Compliance Letter #2 that includes Administrative Conference Call (Certified Mail)*
- Wait 5 School Days
- Resolution – Stop Process
- If No Resolution Continue
 - The HST will Hold Administrative Conference Call and determine best course of action*
- Follow school withdrawal policy, if applicable*

*Document in Contact Manager



Residency Policy

California law requires that certain residency requirements are established in order for a student to be enrolled in an independent study charter school for which average daily attendance may be claimed. California law requires that a student be a California resident and requires that the student is a resident of the county in which the apportionment claim is reported or of a county immediately adjacent to the county in which the apportionment claim is reported. [EC §§ 47612(b), 5147.3]

The purpose of the Cabrillo Point Academy Governing Board approving this Residency Policy is to accomplish the following:

1. Define Residency
2. Outline Residency for a Student on an Extended Vacation
3. Establish the Location Materials Will Be Mailed To
4. Outline the Procedures When a Student's Residency is in Question
5. Outline the Parent/Guardian/Education Rights Holder's Right Regarding Determination of Nonresidency
6. Outline the Procedures for Children of Military Families
7. Outline the Procedures for Homeless Youth

1. **Definition of Residency:** A student has residency in the state and county of the residence of the parent/guardian with whom that student maintains his or her place of abode. Residence denotes any factual place of abode of some permanency that is more than a mere temporary sojourn. Owning a home in California or in a particular county does not qualify a student to attend Cabrillo Point Academy, unless it can be shown that the student is also living in the home at least three days per week during the school year.
2. **Residency for a Student on an Extended Vacation:** A student on an extended vacation lasting longer than four weeks, but less than six months, will not be deemed to have lost California residency.
3. **The Location Material Will Be Mailed To:** All materials will be mailed to, and any in person services will be held at, the address identified in the student's records in his/her proof of residence documentation, unless an alternative location is agreed upon by the teacher of record.
4. **Student's Residency is in Question:** If there is reason to believe that a student's residency is in question, Cabrillo Point Academy may investigate in order to determine authenticity of the home address. When it is determined that a student lives outside of California and/or an authorized county, Cabrillo Point Academy will provide written notice of the determination of nonresidency within five days of Cabrillo Point Academy's intention to disenroll the student.
5. **Parent/Guardian/Education Rights Holder's Right Regarding Determination of nonresidency:** The notice shall contain an explanation of the parent/guardian/education rights holder's right to request a hearing adjudicated by a neutral officer within a reasonable

number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses and at which the pupil has the right to bring legal counsel or an advocate to dispute the finding of nonresidency. If the parent/guardian/educational rights holder does not request a hearing within five days of receipt of the notice, the right to a hearing is waived and the student will be immediately disenrolled. If the student's parent, guardian or educational rights holder initiates the hearing, the student shall remain enrolled and shall not be disenrolled until Cabrillo Point Academy issues a final decision.

6. Children of Military Families: Cabrillo Point Academy will serve children of military families, as defined by Education Code section 49701, as follows:

- 1) Allow the student to continue his or her education in Cabrillo Point Academy, regardless of change of residence of the military family during that school year, for the duration of the student's status as a child of a military family; or
- 2) For a student whose status changes due to the end of military service of his or her parent during a school year, comply with either of the following, as applicable:
 - a. If the student is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the student to continue his or her education in Cabrillo Point Academy through the duration of that academic school year;
 - b. If the child is enrolled in high school, allow the student to continue his or her education in Cabrillo Point Academy through graduation.

For purposes of providing special education services, Cabrillo Point Academy will continue to provide special education services for children of military families as required by law.

7. Homeless Youth: Cabrillo Point Academy will be considered to be a pupil's school of origin for a homeless youth when the child attended Cabrillo Point Academy when permanently housed or was last enrolled in Cabrillo Point Academy before becoming homeless. Cabrillo Point Academy will serve homeless youth, as defined below, whose residency has changed as follows:

1. Allow the student to continue his or her education in Cabrillo Point Academy for the duration of homelessness.
2. If the pupil is no longer homeless before the end of the academic year, either of the following apply:
 - a. If the homeless youth is in high school, the Cabrillo Point Academy shall allow the formerly homeless child to continue his or her education in the Cabrillo Point Academy through graduation.
 - b. If the homeless youth is in kindergarten or any of grades 1 to 8, inclusive, the Cabrillo Point Academy shall allow the formerly homeless youth to continue his or her education in Cabrillo Point Academy through the duration of the academic year.

The term "homeless youth" or "homeless pupil" shall mean individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of 42 USC section 11302(a)(1)); and includes—

1. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 42 USC section 11302(a)(2)(C));
3. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. migratory children (as such term is defined in 20 USC section 6399) who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii).



Investigation of Inaccurate, Suspicious or False Addresses for Student Residency

Cabrillo Point Academy may only enroll students that are residents of the State of California and residents of the following counties: San Diego, Imperial, Orange and Riverside. As such, upon enrollment, the student's parent/guardian is required to provide proof of residency, either through presentation of permitted documents establishing residency, an Affidavit to Verify Residency Form, or a Parent Residency Affidavit Form.

If, thereafter, an employee of Cabrillo Point Academy has reason to believe that the address provided by the parent/guardian is incorrect, was falsely reported, or is no longer valid and in line with Cabrillo Point Academy's Residency Policy, every effort shall be made to ascertain the correct information. In order to initiate an investigation, Cabrillo Point Academy's employee must document specific, articulable facts supporting the belief that the parent/guardian has provided false, inaccurate or unreliable evidence of residency.

School staff have the right and obligation to conduct a thorough investigation (due diligence) in order for Cabrillo Point Academy's Principal to take appropriate action.

Such an investigation shall include:

1. Search Cabrillo Point Academy's enrollment database by entering student's, parent's/guardians, names to locate siblings and review their residence information. ·
2. The Cabrillo Point Academy Principal or designee may interview the student(s) for residence information. At no time, however, shall any employee of Cabrillo Point Academy inquire about a student's/family's immigration status.
3. The Cabrillo Point Academy Principal or designee may mail a letter to all known current and previous addresses requesting residency verification. Write or stamp "Do Not Forward-Address Correction Requested" on the envelope so that the letter will be returned to the school with the family's current address. · The new address should be entered into the student information system(s). · If the letter is returned with no forwarding information, the student and their parent/guardian must be contacted to provide new information. If the parent/guardian refuses to provide information the school must immediately initiate the investigative activities outlined above.
4. The Cabrillo Point Academy Principal or designee may conduct a home visit to establish residency at either the current or previous address.
5. The Cabrillo Point Academy Principal or designee may review publicly available documents, in paper form or through an electronic databased, to verify the address of students by a review of property records. This method shall not be used to verify residence

for students living in apartments, under leases or subleases, in foster or probation placements or in homeless situations since this method would not verify these residency situations.

6. The investigation shall not allow for the surreptitious photographing or video-recording of pupils who are being investigated. “Surreptitious photographing or video-recording” means the covert collection of photographic or videographic images of persons or places subject to an investigation. The collection of images is not covert if the technology is used in open and public view.
7. At all times during an investigation, employees and contractors of Cabrillo Point Academy engaged in the investigation shall identify themselves truthfully as such to individuals contacted or interviewed during the course of the investigation.

If a new address and residency is established and located outside of California or the following counties: San Diego, Imperial, Orange and Riverside, the Principal or designee shall follow the policy and procedures providing notice and a right to a hearing identified in Cabrillo Point Academy’s Residency Policy.



Withdrawal Policy

The purpose of the Cabrillo Point Academy Governing Board approving this Withdrawal Policy is to accomplish the following:

1. Establish the Reasons a Student Can Be Withdrawn from Cabrillo Point Academy
2. Outline the Procedures for Withdrawing a Student
3. Establish the Charter School's Responsibility to Not Encourage a Pupil Currently Attending the School to Disenroll or Transfer to Another School
4. Establish the Process for Notifying Parents/Guardians/Educational Rights Holder of the Withdrawal

1. Reasons for a Withdrawal: If Cabrillo Point Academy discovers that a student enrolled in Cabrillo Point Academy is no longer a resident of California, no longer a resident of a county that Cabrillo Point Academy may legally provide educational services to, is concurrently enrolled in a private school, is concurrently enrolled in another public school, is in non-compliance with Cabrillo Point Academy's policies, or otherwise may no longer legally be served by Cabrillo Point Academy, the following procedures shall be followed to withdraw the student from Cabrillo Point Academy.

2. Procedures for Withdrawing a Student: Cabrillo Point Academy shall send the parent/guardian/educational rights holder a notice of the Cabrillo Point Academy's intention to withdraw the student from the School and the reasons for that decision. The notice will be sent at least five days prior to the withdrawal of the student. The notice will inform the parent/guardian that the Education Code provides the parent/guardian/educational rights holder with the right to a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil(s) have a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil(s) have the right to bring legal counsel or an advocate. This notice shall be written in the native language of the pupil or the pupil's parent or guardian, or if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder.

This notice will also inform the parent/guardian/educational rights holder that the student's enrichment opportunities and curriculum orders will be put on hold until the hearing is completed.

If the parent/guardian invokes said rights, the Cabrillo Point Academy will not disenroll the pupils until it has reached a final decision. The decision of the School is final and cannot be appealed.

In addition, the parent/guardian will be sent a Charter School Complaint Notice in the form provided by the California Department of Education at www.cde.ca.gov/sp/ch/cscomplaint.asp.

- 3. The Charter School's Responsibility to Not Encourage a Pupil Currently Attending the School to Disenroll or Transfer to Another School:** Cabrillo Point Academy shall not encourage a pupil currently attending the school to disenroll or transfer to another school for any reason, including but not limited to, academic performance of the pupil or because the pupil exhibits any of the following characteristics: pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity or sexual orientation.
- 4. Notification of the Withdrawal:** Once the student has been withdrawn from Cabrillo Point Academy, the parent/guardian/educational rights holder will be notified of the withdrawal and advised to enroll the student immediately in a school that may legally serve that student. A copy of this notice shall be placed in the student's cumulative file. The student's teacher will also be notified of the withdrawal.



Disenrollment Letter

Dear Parent/Guardian/Educational Rights Holder

Please accept this five-day notice of Cabrillo Point Academy's intent to disenroll your children because [insert explanation as to why the kid(s) are being involuntarily disenrolled].

In addition to regular phone and email communication, the following attempts were made to contact you to offer support:

Letter #1 Date: Month XX, 20XX

Letter #2 Date: Month XX, 20XX

Administrative Conference Date: Month XX, 20XX at 00:00 AM/PM

We are obligated to inform you that the Compulsory Education Statute in California, as stated in Cal. Education Code Section 48200, requires that all children between the ages of 6-18 years old have a full-time education, unless they are exempt. We are also obligated to notify your school district of residence of your student's enrollment status.

The Education Code provides you with the right to a hearing adjudicated by a neutral officer within a reasonable number of days at which your child(ren) have a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which your child(ren) have the right to bring legal counsel or an advocate. If you have invoked the right to this hearing, Cabrillo Point Academy will not disenroll your child(ren) until it has reached a final decision. However, until final resolution of the matter, your child(ren)'s enrichment opportunities and curriculum orders will be put on hold.

If you have not invoked the right to a hearing before [6 SCHOOL DAYS LATER], your child(ren) will be disenrolled from Cabrillo Point Academy. If you intend to initiate your rights to a hearing, please inform the undersigned by email of this decision. We will then work to schedule a hearing within a reasonable amount of time.

Additionally, in accordance with California law, I attach a copy of the Charter School Complaint Notice and Form. This form may also be found on Cabrillo Point Academy's website. This notice and form is self-explanatory.

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made between **Cabrillo Point Academy** ("School"), a California nonprofit public corporation and _____ ("Vendor").



RECITALS

WHEREAS, School fosters successful student achievement through a quality, personalized, and standards-based education program featuring unique and hands-on experiential learning experiences;

WHEREAS, Vendor is engaged in the businesses of providing experienced and qualified educational services as set forth in **Exhibit A**; and

WHEREAS, School desires to retain Vendor for the purpose of providing the services described herein for the benefit of the School, families, and students.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the parties agree as follows:

SECTION 1. TERM and TERMINATION.

- a. Term: This Agreement shall be effective as of **[INSERT DATE]** until June 30, 2020 (the "Initial Term").
- b. Termination: Vendor may terminate this Agreement for cause after providing sixty (60) days advance written notice to School. School may terminate this Agreement at any time, with or without cause in its sole discretion with same-day written notice. Upon termination, School shall pay Vendor for all necessary and approved Services rendered pursuant to this Agreement and relevant "Enrichment Certificate(s)" (defined below) up to the effective date of termination. School has no obligation to pay Vendor for any Services provided after the effective date of termination. The termination of this Agreement constitutes a termination of any active invoices and Enrichment Certificates.

SECTION 2. SERVICES.

- a. Scope of Services: Vendor is hereby engaged by School to perform the student enrichment services specified in **Exhibit A**, incorporated herein by reference ("Services"), subject to the terms and conditions contained herein. Vendor assumes full responsibility for the performance of the Services provided under the terms of this Agreement. School does not guarantee any minimum amount of work by this Agreement.

- b. No Authority to Bind School: Vendor understands and agrees that Vendor lacks the authority to bind School contractually, conduct business on School's behalf, or incur any obligations on behalf of School. Specifically, Vendor agrees not to represent himself/herself or any Vendor employees, agents, or contractors as an employee of School in any capacity, including, but not limited to, when interacting with School students, parents, vendors, or employees.
- c. Responsibility for Performance: Vendor assumes full responsibility for the performance of Vendor's duties under the terms of this Agreement and warrants that Vendor and its employees, contractors, and other agents are fully qualified in Vendor's specialized skill or expertise to perform such duties. Vendor will not enter into any contract or engagement that conflicts or interferes with Vendor's duties under this Agreement.
- d. Compliance with Charter Petition and Law: Except when otherwise expressly required by applicable law, School shall not be responsible for monitoring Vendor's compliance with the law, charter petition, and Agreement. Vendor acknowledges that School must comply with Education Code § 220's prohibitions against discrimination, obligations to provide a free appropriate education to students with exceptional needs pursuant to the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act, and be non-sectarian in its programs. Vendor must be non-sectarian in any Services provided to School students. Vendor shall ensure its performance of its Services complies with these legal and charter petition requirements. If Vendor performs any Services in a manner that is contrary to law, Vendor shall bear all claims, costs, losses and damages (including, but not limited to, reasonable attorneys' fees and costs) arising therefrom.
- ~~e. Service Limitations: Vendor shall not serve any School students for more than twelve (12) hours a week under this Agreement or any other arrangement. Vendor is prohibited from providing services under this Agreement to a relative (e.g., child, sibling, etc.) of the Vendor or an employee, officer, or agent of the Vendor. School shall not be responsible for paying Vendor for the prohibited services described in this subsection. A violation of this subsection constitutes a material breach of the Agreement~~
- f. Service Limitations: Vendor shall not serve a School student for more than twelve (12) hours during the school week (Monday to Friday from 8:00 am to 2:30 pm) under this Agreement or any other arrangement (e.g., Student participation in a Vendor program outside of School activities).
- g. No Private School Affiliation: Vendor certifies that it is not, nor is it affiliated with, a private school that submitted an affidavit to register with the California Department of Education and is listed on the state's Private School Directory ("Private School"). Vendor affirms the Services shall not be provided at a Private School. Vendor affirms that it will not confer any compensation received for performing Services under this Agreement to a Private School.
- h. Prohibited Conflicts: Vendor is prohibited from providing Services under this Agreement to a relative (e.g., child, grandchild, niece/nephew, sibling, etc.) of

the Vendor (or its employees). School shall not be responsible for paying Vendor for the prohibited services described herein.

SECTION 3. PAYMENT.

- a. Enrichment Certificate: School requests Services from Vendor through an Enrichment Certificate. School is not responsible for the costs of Services without issuance of an Enrichment Certificate. The Enrichment Certificate will detail requested Services, dates of Services, fees for Services, and other relevant information. Vendors must first receive an Enrichment Certificate before providing Services to students. School does not pay for Services in advance. If an Enrichment Certificate expires, Vendor must cease providing Services until it receives another Enrichment Certificate.
- b. Vendor Invoice: School shall pay Vendor for Services performed through invoices. Vendor will remit one (1) itemized invoice after completing the Services pursuant to an Enrichment Certificate. Vendors should submit invoices to **CCS-invoicing@inspireschools.org**. School will endeavor to pay undisputed invoice amounts within thirty (30) days of receipt.
- c. Termination of Enrichment Certificate: School may terminate an Enrichment Certificate at any time, with or without cause in its sole discretion with same-day written notice. School shall pay Vendor the undisputed amounts for Services already performed under the Enrichment Certificate.
- d. Incurred Costs: Any damages or costs incurred by School, including replacement costs, as a result of Vendor's failure to competently perform under this Agreement may be deducted by School from any amounts owed to Vendor.
- e. Use of School's Name: Vendor shall not use the name, insignia, mark, or any facsimile of the School for any purpose, including but not limited to advertising, client lists, or references, without the advance written authorization of the School.

SECTION 4. GENERAL CONDITIONS FOR VENDOR PERFORMANCE.

- a. Vendor Qualifications: Vendor represents it has the qualifications, skills and, if applicable, the certification and licenses necessary to perform the Services in a competent, and professional manner, without the advice or direction of School. Upon School's request, Vendor shall provide copies of certification or licensure. Subject to the terms of this Agreement, Vendor shall render all Services hereunder in accordance with this Agreement and **Exhibit A**, Vendor's independent and professional judgment and in compliance with all applicable laws and with the generally accepted practices and principles of Vendor's trade. Vendor is customarily engaged in the independently established trade, occupation, or business of the same nature as the Services performed.
- b. Relationship: The School is not an employer of Vendor or its employees, contractors, or agents and shall not supervise individuals as such in carrying out the Services to be performed by Vendor under the terms of this Agreement. It

is expressly understood between the parties that Vendor and its employees, contractors, and agents are not employee(s) of School.

- c. Licenses: Vendor warrants that Vendor is engaged in an independent and bona fide business operation, markets him/her/itself as such, is in possession of a valid business license/insurance when required, and is providing or capable of providing similar services as set forth in **Exhibit A** to others.
- d. No Training or Instruction: Although School may at times provide information concerning its business and students to Vendor, School will not provide any training or instruction to Vendor concerning the manner and means of providing the Services that are subject to this Agreement because Vendor warrants that Vendor is highly skilled in its industry.

SECTION 5. TAXES. Because Vendor is not an employee of School, all compensation called for under this Agreement shall be paid without deductions or withholdings, and will be accompanied by an IRS Form 1099, as applicable, at year end. Vendor is responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided under this Agreement or any related assessments. In addition, Vendor shall fill out and execute a Form W-9. In the event that the Internal Revenue Service or the State of California should determine that Vendor or its employee(s) is/are an employee of School subject to withholding and social security contributions, Vendor acknowledges consistent with this Agreement that all payments due to Vendor under this Agreement are gross payments, and the Vendor is solely responsible for all income taxes, social security payments, or other applicable deductions thereon.

SECTION 6. BENEFITS. Vendor and its employees, contractors, and agents are not entitled to the rights or benefits that may be afforded to School employees including, but not limited to, disability, workers' compensation, unemployment benefits, sick leave, vacation leave, medical insurance and retirement benefits. Vendor is solely responsible for providing at Vendor's own expense, disability, unemployment, workers' compensation and other insurance for Vendor and any of its employees, contractors, and agents. Vendor shall further maintain at its own expense any permits, credentials, certifications and/or licenses necessary to provide the Services and shall provide any training necessary for its employees, contractors, and agents to perform all Services under this Agreement.

SECTION 7. MATERIALS. Vendor will furnish at its own expense all materials, equipment and supplies used to provide the Services.

SECTION 8. BACKGROUND CHECK AND SAFETY REQUIREMENTS.

- a. Background Check: Vendor shall ensure its employees, agents, and contractors working directly with School students complete a criminal background check through the Department of Justice ("DOJ") in accordance with Education Code section 45125.1. Vendor certifies to School that no one working on behalf of Vendor (e.g., Vendor employees, agents, or contractors) working with School students have been convicted or have pending charges of a violent or serious felony as defined in Penal Code sections 667.5(c) and 1192.7(c). The cost of the background check is the Vendor's responsibility.

- b. First Aid & CPR Certification: Upon School's request, Vendor shall ensure its employees, agents, or contractors obtain First-Aid and CPR Certification.
- c. Supervision: Vendor is responsible for supervising and ensuring students have a safe environment from the time they are dropped off to receive Services and until the responsible party picks them up. Students may not be left unattended during Vendor's provision of Services. Vendor may not transport students without School's express written permission.
- d. Student Discipline: Vendor acknowledges that School is responsible for managing and overseeing the education program, which incorporates the Vendor's enrichment services. Vendor must notify School when students act inappropriately and may require discipline. School is responsible for issuing discipline to students. If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School. If Vendor wishes to remove a participant from their Services, the Vendor shall notify School and the parties will discuss appropriate measures.

SECTION 9. INDEMNIFICATION AND INSURANCE.

- a. Indemnification: To the maximum extent allowable by law, Vendor will indemnify, defend, and hold harmless School, its officers, directors, employees, agents and volunteers from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs that such entities or persons may incur that arise out of or relate to this Agreement or the alleged negligence, recklessness or willful misconduct of Vendor, including of Vendor's officers, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom Vendor is legally responsible. Vendor's indemnity, defense and hold harmless obligations shall survive the termination of this Agreement. To the maximum extent allowable by law, Vendor also agrees to hold harmless, indemnify, and defend School from any and all liability, damages, or losses (including reasonable attorneys' fees, costs, penalties, and fines) School suffers as a result of (a) Vendor's failure to meet its obligations under Sections 4-6, or (b) a third party's designation of Vendor or Vendor's employees, agents, or contractors as an employee of School regardless of any actual or alleged negligence by School.
- b. General Liability Insurance Limits: Vendor agrees to maintain general liability insurance coverage, including both bodily injury and property damage, with at least the following coverage limits:
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 general aggregate
 - iii. \$500,000 personal & adv. injury
- c. Additional Insurance Requirements: Vendor's insurance shall constitute primary coverage for any loss or liability arising from or relating to this

Agreement and any insurance held by School shall constitute secondary, excess coverage. School may require additional insurance coverage depending on the Services and shall communicate these insurance requirements to the Vendor in conjunction with the provision of an Enrichment Certificate. Vendor's insurance policies required under this Agreement shall name School as additionally insured.

SECTION 10. CONFIDENTIALITY.

- a. Confidential Information: Vendor acknowledges that during the course of performing Services, Vendor may become privy to confidential, privileged and/or proprietary information important to the School. Vendor further acknowledges its obligations under the Family Educational Rights and Privacy Act ("FERPA") and California Uniform Trade Secrets Act. Vendor shall ensure that all of its employees, agents and contractors agree to the requirements of this section prior to receiving any Confidential Information (defined below). Vendor shall not use or disclose during or after the term of this Agreement, without the prior written consent of School, any information relating to School's employees, directors, agents, students or families, or any information regarding the affairs or operations of School, including School's confidential/proprietary information and trade secrets ("Confidential Information"). Confidential Information, whether prepared by or for the School, includes, without limitation, all of the following: education records, student rosters, medical records, personnel records, information technology systems, financial and accounting information, business or marketing plans or strategies, methods of doing business, curriculum, lists, email addresses and other information concerning actual and potential students or vendors and/or any other information Vendor reasonably should know is treated as confidential by the School. The only allowed disclosures of Confidential Information are (i) with prior written consent of School; (ii) after the information is generally available to the public other than by reason of a breach by Vendor of this agreement to maintain confidentiality; (iii) after the information has been acquired by Vendor through independent means and without a breach of Vendor's duties to School under this Agreement or otherwise; or (iv) pursuant to the order of a court or other tribunal with jurisdiction if Vendor has given School adequate notice so that School may contest any such process. Personally identifiable student information may only be used as necessary to meet Vendor's obligations under this Agreement. Vendor must take all necessary and appropriate steps to protect and safeguard all of School's Confidential Information and proprietary information from unauthorized disclosure.
- b. Disclosure of Records: School will provide Vendor with those records requested by Vendor that are reasonably necessary to allow Vendor to perform the Services. Vendor shall use any such records only for the purpose provided and not for the benefit of any other person or entity. Upon termination of this Agreement or School's request, Vendor will immediately surrender to School or destroy all Confidential Information and other materials provided to Vendor by School, including all physical copies, drafts, digital or computer versions.

SECTION 11. ENTIRE AGREEMENT. This Agreement and its incorporated exhibits constitute the entire agreement between the parties with respect to the subject

matter contained herein and supersede all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement.

SECTION 12. DISPUTE RESOLUTION.

- a. Informal Dispute Resolution: If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties shall first meet and confer informally in an attempt to resolve the issue.
- b. Mediation: If reasonable efforts at informal resolution are unsuccessful, the parties shall participate in a mediation with a mutually-agreed upon mediator. Any costs and fees, other than attorneys' fees, associated the mediation shall be shared equally by the parties.
- c. Arbitration: If School has paid more than \$25,000 to Vendor for Services since the start of the previous fiscal year, and efforts to resolve the dispute at mediation are unsuccessful, the parties agree that such dispute will be submitted to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS") at the nearest JAMS location, or other service agreed upon by both parties, and that such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive and binding upon the parties hereto, and shall be enforceable in any court of competent jurisdiction. The party initiating the arbitration shall advance the arbitrator's initial fee. Otherwise and thereafter, each party shall bear their own costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved, subject to the right to terminate this Agreement. Nothing in this Agreement is intended to prevent either party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

SECTION 13. MODIFYING THE AGREEMENT. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both parties.

SECTION 14. NO WAIVER. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

SECTION 15. NO ASSIGNMENT. No party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other party. This Agreement shall be

binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns.

SECTION 16. SEVERABILITY. If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

SECTION 17. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of California.

SECTION 18. AUTHORITY TO CONTRACT. Each party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said party, and that the undersigned has been duly authorized to execute this Agreement.

SECTION 19. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement; (b) three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; (c) via email address as stated on this Agreement.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Vendor:

(Please fill in with your information)

Business: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

If to School:

Brooke Peterson

Vendor Administrator

13915Danielson St, #200

Poway, CA 92064

VendorSupport@inspireschools.org

(619) 749-1792

SECTION 20. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed or emailed .pdf or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above.

CABRILLO POINT ACADEMY

VENDOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Detailed List of Vendor Services and Prices

Services Offered:

Grade Level and Price:

TK-K	
Grades 1-5	
Grades 6-8	
Grades 9-12	
TK- 8	
TK - 12	

\$___ per

Semester	
Month	
Week	
Day	

TK-K	
Grades 1-5	
Grades 6-8	
Grades 9-12	
TK- 8	
TK - 12	

\$___ per

Semester	
Month	
Week	
Day	

TK-K	
Grades 1-5	
Grades 6-8	
Grades 9-12	
TK- 8	
TK - 12	

\$___ per

Semester	
Month	
Week	
Day	

TK-K	
Grades 1-5	
Grades 6-8	
Grades 9-12	
TK- 8	
TK - 12	

\$___ per

Cancellation & Refund Policy

Students will be permitted to cancel and/or reschedule services with 24-hour notice. Cancellations are subject to a full refund. Refunds must be submitted to _____.

Name of Owner/Director: _____

Signature: _____ Date: _____



Promotion, Acceleration and Retention Policy

Cabrillo Point Academy is committed to making individual decisions on grade level acceleration based on the long-term, best interest of the individual student. Staff is committed to helping all students realize their fullest potential, when high academic achievement is evident, staff may request a student for acceleration into higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

The purpose of the Cabrillo Point Academy Governing Board approving this Promotion, Acceleration and Retention Policy is to accomplish the following:

1. Outline the Promotion Policy
 2. Outline the Acceleration Policy
 3. Outline the Retention Policy
 4. Outline the Appeals Process for Parents
 5. Establish the Process for IDEA/504 Students
 6. Outline the Charter School Rights
- 1. Promotion Policy: K-8:** Each K-8 student will be enrolled in four core subjects: Language Arts, Mathematics, Science, Social Studies, and include enrichment opportunities like art, music, athletics, world languages, technology, field trips, and virtual and in-person community and social experiences, providing a well-rounded education. Students shall progress through the grade levels by demonstrating growth in learning and meeting grade level standards.

High School: High school students can select courses from a variety of a learning programs. Students will be enrolled in a minimum of 20 credits per semester (4 classes) unless considered a fifth-year senior. If the student is taking courses at a community college, he/she must meet with his/her counselor to obtain approval prior to enrolling in the community college courses.

Required Courses for All High School Grade Levels*:

- English-Language Arts
- Mathematics
- Science
- Social Studies/History

*This depends on the student's individual graduation plan and course progression.

Four-Year Plan for High School Students: Supervising Teachers develop a four-year individual graduation plan (IGP) for each high school student. The IGP will be reviewed by the Guidance Counselor and/or Regional Administrator and revisited annually (unless

necessary due to mid-year course changes). The four-year individual graduation plan will include:

- Learning Program
- Student's intended courses
- Courses completed
- Course of Study
- College and/or Career path

2. **Acceleration Policy:** When high academic achievement is evident, a teacher and/or parent may recommend a student for acceleration of courses. The student's social and emotional growth shall be taken into consideration in making a determination to accelerate a student.

Mid-Year Grade Level Acceleration Requests: The decision to promote a student mid-year will be made only after careful consideration has been given with regards to serving the academic best interests of the student. Mid-year promotions are approved or denied at the end of the first semester. If a student is promoted at the end of the first semester, he/she should be on target to complete all courses at his/her promoted grade level by the end of the school year. **8th to 9th grade acceleration requests are only considered in the fall semester before the high school add/drop date.** ~~Kindergarten students do not qualify for a mid-year promotion unless they have completed one full year of kindergarten, or will turn 6 in their first grade year by the date set by the state of California.~~

A child who was *not age-eligible* for kindergarten (that is, the child turned five after September 1 in the 2014-15 school year or thereafter) and who attended a California private school kindergarten for a year is viewed by the CDE as *not legally enrolled* in kindergarten, pursuant to EC Section 48000 requirements. Therefore, this child, upon enrollment in public school, is enrolled in kindergarten, assessed, and may (but is not required to) be immediately promoted to first grade if the child meets the following State Board of Education criteria, pursuant to Title 5, Section 200:

- *The child is at least five years of age.*
- *The child has attended a public school kindergarten for a long enough time to enable school personnel to evaluate the child's ability.*
- *The child is in the upper 5 percent of the child's age group in terms of general mental ability.*
- *The physical development and social maturity of the child are consistent with the child's advanced mental ability.*
- *The parent or guardian has filed a written statement with the district that approves placement in first grade.*

A statement, signed by the district and parent/guardian, is placed in the official school records for these five-year-olds who have been advanced to first grade (EC Section 48011). This action prevents a subsequent audit exception for first grade placement of an *age-ineligible* student.

Procedure: In order for the school to make sound academic decisions regarding mid-year grade level promotions, the following process will be followed:

Parent:

It is the policy of The Charter School, pursuant to Education Code 220-221.1, that no person on the basis of sex, race, national origin, ancestry, creed, pregnancy, marital or parental status or physical, mental, emotional or learning disability shall be discriminated against.

- Parent Request: Parents may request that the teacher promote their child to a different **one** grade level at the end of the 1st semester. ~~which may result in a 2-grade promotion during one school year.~~

Teacher:

If the student's teacher agrees that a review for mid-year grade level promotion is appropriate, the teacher will complete a request for acceleration into a higher grade level and take the student's maturity level into consideration. The request should be sent to gradelevelhelp@inspireschools.org. Requests must be received by email prior to Winter Break.

- If the student's assessment results are not above grade level, the teacher needs to provide documentation with a written request regarding why promotion is in the student's best interest.
- If the student is not on track to complete all courses at the grade level he/she would be promoted to, the teacher will need to explain in the written request why a promotion would be in the student's best interest.
- Information regarding prior grade retention and the circumstances of such

Student Assessment Records (a combination of the following may be used to assess the student's readiness to promote):

- ***Teachers must meet and evaluate student in person.***
 - *Under no circumstance shall the parent or Learning Coach assist student with assessments when the assessment is being used to promote a student mid-year.*
- Bader Reading Assessment indicates student is performing above current grade level
- Writing Sample showing proficiency above grade level standards
- Benchmark Data indicates student has mastered current grade level content/state standards
- Benchmark results in Mathematics and ELA indicate student is advanced at current grade level content/state standards
- SBAC results (if available) indicate student has met or exceeded standards
- Student work samples, demonstrating proficiency above current grade level standards.

- 3. Retention Policy:** The Charter School is committed to making individual decisions on grade retention based on the long-term, best interest of the individual student. Staff is committed to helping all students realize their fullest potential, including remediation for students that are experiencing difficulty. To that end, retention may be appropriate for a student experiencing extreme academic difficulty or serious health or family emergencies. Typically, retention is considered after various other remediation steps have been employed by student's teacher(s) and academic team with insufficient success. Special consideration will be given to students with limited English proficiency and those with a special education IEP. Students may be retained only once in their K-8 school career. **After careful analysis of evidenced based instruction and intervention, retention is considered for the next school year.**

Kindergarten Retention Criteria:

Students can also be retained in grade K based upon current law. Kindergarten students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the district agree that the student shall continue in kindergarten for not more than one additional school year based on student progress on the Individualized Learning Plan. (Ed Code 48011). Whenever a student continues in kindergarten for an additional year,

the School Staff shall secure an agreement, signed by the parent/ guardian, stating that the student shall continue in kindergarten for not more than one additional school year. (Ed Code 46300)

Grades 9-12 Retention Criteria:

The state does not require school districts to have student retention criteria beyond the last year of middle school to the first year of high school. Progress toward high school graduation shall be based on the student's ability to pass the subjects and electives necessary to earn the required number of credits.

Grades 1-8 Retention Criteria:

If a student is identified as performing below the minimum standard for promotion based on their progress on the Individualized Learning Plan, the student may be retained in his/her current grade level. Both the parent and teacher must determine, in writing, if retention is the appropriate intervention for the student's academic deficiencies. This determination shall specify the reasons that retention is appropriate for the student and shall include recommendations for interventions necessary to assist the student in attaining acceptable levels of academic achievement. If the teacher and parent are not in agreement with the recommendation of retention, please see below for the appeal process. The burden of proof for the appeal rests with the appealing party. (Ed Code 48070.5)

Grades 1-8 Retention Timeline: Parents will request student retention in writing following the timeline explained below.

Step	Timeline
1. Teacher or parent recommends retention consideration for student.	Teacher – By the last day of fall semester By January 1 Parent – By the last day of fall semester By January 1
2. Remediation steps occur, including, but not limited to: **SST meeting **Academic screenings **Multi-tiered Systems of Supports, includes Tier, 1, Tier 2, and Tier 3 intervention **Curriculum modifications- intervention **Additional Testing **Coordinated outside services **Teacher “at risk” assistance	Teacher – September- March April 15th
**School and home coordinated program	

3. Academic Team meets to review student progress. Team includes:- **Teacher **School Administrator **Other teachers **Parent Additional remediation steps can be considered	Teacher/Academic Team – March
3.4. Team meets to make recommendations regarding grade placement of student for the next school year. Factors: **Teacher Recommendation **Parent analysis **Grades **Test Data – Benchmark, SBAC, assessments **Cumulative Record **Social factors	Teacher/Academic Team-May
5. School Administrator makes decision and informs parent or guardian.	School Administrator –Mid-June, Before the school year has ended.

4. **Appeals and Parent Rights:** Parents have the right to appeal a decision made by the Academic Team. If a parent wishes to appeal, they would complete the following steps:
 - Appeal to School Administrator in writing.
 - School Administrator responds within two (2) weeks.
 - If not resolved, parents may appeal to the School Board at the next regularly scheduled board meeting.
 - The School Board meets in a closed session and will send the parent or guardian a response in writing
5. **IDEA/504 Students:** Students who participate in special education/504 plans have their education program and decision making process affected by state and federal regulations; therefore, decision-making in the area of grade promotion/retention is first governed by state and federal requirements.
6. **The Charter School Rights:** The policy adopted pursuant to this section shall be adopted at a public meeting of the Governing Board of The Charter School. Nothing in this section shall be construed to prohibit the retention, promotion or acceleration of a pupil not included in grade levels identified in this policy, or for reasons other than those specified for pupils at risk for retention, if such retention is determined to be appropriate for that pupil. Nothing in this section shall be construed to prohibit the Governing Board from adopting promotion, acceleration and retention policies that exceed the criteria established in the California Ed. Code 48070.5, Promotion or Retention of Pupils.

It is the policy of The Charter School, pursuant to Education Code 220-221.1, that no person on the basis of sex, race, national origin, ancestry, creed, pregnancy, marital or parental status or physical, mental, emotional or learning disability shall be discriminated against.