



CABRILLO POINT ACADEMY

13915 Danielson Street #103, Poway, California, 92065

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

**Special Board Meeting
Cabrillo Point Academy
June 2, 2020 – 1:00 pm**

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

Join Zoom Meeting

<https://zoom.us/j/97677646644>

Meeting ID: 976 7764 6644

Dial by your location

+1 669 900 6833 US (San Jose)

Meeting ID: 976 7764 6644

Find your local number: <https://zoom.us/u/accTwza6IF>

AGENDA

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Closed Session: Conference with Legal Counsel - Potential Litigation § 54956.9
5. Discussion and Potential Action on the Retention of Counsel
6. Discussion and Potential Action on the Inspire Charter Services Service Agreement
7. Consideration and Potential Action in the 2020 – 2021 Budget
8. Discussion and Potential Action on the Independent Study Policy
9. Discussion and Potential Action on the Residency Policy
10. Adjournment

LEGAL SERVICES AGREEMENT

CABRILLO POINT ACADEMY, a California non-profit public benefit corporation (“Client”) and TOMISLAV PERAIC, ESQ. (“Attorney”) hereby agree that Attorney will provide legal services to Client on the terms set forth below:

1. CONDITIONS

This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; (b) Client pays the initial deposit called for under Paragraph 4; and (c) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect retroactive to May 29, 2020.

2. SCOPE OF SERVICES AND ATTORNEY’S DUTIES

Client hires Attorney to provide legal services in the following matter: Issues regarding Provenance contract and other non-litigation matters as requested by Client from time to time and as accepted by Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

3. CLIENT’S DUTIES

Client agrees to be truthful with Attorney and not to withhold information, to cooperate, to keep Attorney informed of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time, and to keep Attorney advised of Client’s address, telephone number and whereabouts. Client will assist Attorney by timely providing necessary information and documents.

4. DEPOSIT

Client agrees to pay Attorney an initial deposit of \$5,000.00 (five thousand dollars and no cents) that will be deemed an advance deposit for fees and costs to be incurred in this matter. The hourly charges and costs will be charged against the Deposit. The initial deposit, as well as any future deposits, will be held in Attorney’s Client Trust Account. Client authorizes Attorney to use that deposit to pay the fees and other charges. Client acknowledges that the deposit is not an estimate of total fees and costs to be charged by Attorney, but merely an advance. Client agrees that Attorney’s right to recover fees and costs from the Deposit or any subsequent deposit held in Attorney’s Client Trust Account becomes fixed fifteen (15) days after the date a bill is sent to Client. Client authorizes Attorney to withdraw the funds from Attorney’s Client Trust Account to pay Attorneys’ fees and costs thirty (30) calendar days after the date a bill is sent to Client. If Attorney receives a written objection from Client within fifteen (15) days of sending the bill, Attorney’s right to

recover the amount that is identified in the objection will be deemed to be disputed, and Attorney will not withdraw the disputed fees and/or costs from the Client Trust Account until the dispute is resolved. If Attorney receives an objection from Client more than fifteen (15) days after the date the bill is sent and after the funds have been withdrawn, Attorney shall not be required to redeposit the disputed fees and/or costs into the Client Trust Account during the pendency of the dispute. Client agrees to pay all deposits after the initial deposit within fifteen (15) days of Attorney's demand. In the event there is any money from any deposit remaining in Attorney's Client Trust Account after Attorney's final bill is satisfied, that money will be promptly refunded to Client. Whenever the deposit is exhausted, Attorney reserves the right to demand further deposits, each up to a maximum of \$5,000.00 (five thousand dollars and no cents).

5. LEGAL FEES AND BILLING PRACTICES

Client agrees to pay by the hour at Attorney's rates as set forth below for all time spent on Client's matter by Attorney and Attorney's legal personnel. Current hourly rates for legal personnel for this matter and for purposes of this Agreement are as follows:

Owner	\$375.00/hour
Associates	\$300.00/hour
Paralegals	\$225.00/hour
Law clerks	\$150.00/hour

The rates on this schedule are subject to change on thirty (30) days written notice to Client. If Client declines to pay increased rates, Attorney will have the right to withdraw as attorney for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. The time charged will include, but is not limited to, the time Attorney spends on telephone calls, e-mails and other electronic communications relating to Client's matter, including calls and e-mails with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Time is billed in minimum increments of one-tenth (0.1) of an hour. Attorney will charge for waiting time and for travel time, both local and out of town.

6. COSTS AND OTHER CHARGES

(a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include notary fees, long distance telephone charges, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, translator/interpreter fees, consultants' fees and/or special master fees and other similar items. The foregoing external costs and expenses will be charged at Attorney's cost. Internal charges are billed at the following

rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying – \$0.25 cents per page; (3) facsimile charges – \$1.00 per page; (4) postage at costs; and (5) computerized legal research at cost.

(b) Out-of-town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney and Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

(d) Attorney will obtain Client's consent before incurring any costs in excess of \$200.00 (two hundred dollars and no cents.)

7. BILLS

Attorney will send Client periodic bills for fees and costs incurred. Each bill will be payable within thirty (30) days of its mailing date. Client may request a bill at intervals of no less than thirty (30) days. If Client so requests, Attorney will provide one within ten (10) days. Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Attorney's fees. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all bills rendered by Attorney and to promptly communicate any objections, questions, or concerns about their contents.

8. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

9. DISCHARGE AND WITHDRAWAL

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rates for all services provided and to reimburse Attorney for all costs advanced.

10. CONCLUSION OF SERVICES

When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due

and payable immediately. Client may have access to Client's case file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of five (5) years, after which Attorney is authorized by this agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than five (5) years after the conclusion of Attorney's services for Client on a given matter, a separate written agreement must be made between Attorney and Client, which agreement may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfer possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file. The case file includes Client materials and property as defined in Rule 1.16(e)(1) of the California Rules of Professional Conduct.

11. DISCLAIMER OF GUARANTEE AND ESTIMATES

Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by client or estimate of fees given by Attorney are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

12. ARBITRATION

Any dispute between Client and Attorney regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except as provided below) shall be submitted to JAMS binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute. If the parties cannot agree on the selection of an arbitrator, a party may petition the Superior Court of California and the procedures set forth in Code of Civil Procedure Section 1281.6 for Appointment of Arbitrators shall apply. The court will choose an impartial arbitrator and the court's decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. Each party shall bear its own costs, expenses, attorney's fees and an equal share of the arbitrators' and administrative fees. The venue for the arbitration and any post-award proceeding to confirm, correct or vacate the award shall be in the City and County of San Francisco, State of California. Client and Attorney confirm that they have read and understand subparagraphs A above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or

jury, as well as rights to appeal. Client may consult with an independent lawyer of Client's choice to review these provisions (and entire agreement) prior to signing this Agreement. Notwithstanding the above, the parties acknowledge that in any dispute over attorney's fees, costs or both subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to procedures as set forth in California Business and Professions Code Sections 6200-6206 (the Mandatory Fee Arbitration Act). If, after receiving a Notice of Client's Right to Fee Arbitration, Client does not elect to proceed under the Mandatory Fee Arbitration Act procedures by failing to file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous paragraph. Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. The Mandatory Fee Arbitration Act procedures permit a court trial after non-binding arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration, if either party rejects the award within 30 days after the award is mailed to the parties.

13. NO TAX ADVICE

Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 2. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

15. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

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

16. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

17. CONSENT TO USE OF E-MAIL AND CLOUD SERVICES

In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. By entering into this Agreement, Client understands and consents to having

communications, documents and information pertinent to the Client’s matter stored through such a cloud-based service.

18. EFFECTIVE DATE

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. SIGNATORIES WARRANT AND REPRESENT THAT THEY HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF ANY ASSOCIATED REPRESENTED ENTITY. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT FOR ITS FILES AND RECORDS.

DATED: _____

CABRILLO POINT ACADEMY

By: JENNA LORGE, Executive Director

DATED: _____

“ATTORNEY”

By: TOMISLAV PERAIC, ESQ.

**EDUCATION AND SUPPORT SERVICES AGREEMENT
BETWEEN Provenance and Cabrillo Point Academy**

This Education and Support Services Agreement (“*Agreement*”) is entered into as of July 1, 2020 (“*Effective Date*”) by and between Provenance, a California nonprofit public benefit corporation (“*Provenance*”) and Cabrillo Point Academy, a public charter school organized as a California nonprofit public benefit corporation (“*School*”). Provenance and School may each be referred to herein as a “*Party*” or collectively as the “*Parties*” to this Agreement.

WHEREAS, Provenance, a nonprofit corporation with tax exempt status as a supporting organization under section 501(c)(3) of the Internal Revenue Code, is in the business of providing educational goods and administrative services to charter schools that are operated by separate corporations.

WHEREAS, School is authorized by Dehesa Elementary School District (“*District*”) to operate a California charter school for a term of 5 years, from July 1, 2019 through June 30, 2024, pursuant to a petition granted by District dated 12/13/18 (“*Charter*”).

WHEREAS, subject to the terms and conditions contained in this Agreement, School now desires to contract with Provenance for instructional and operational support services;

WHEREAS, the Parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the Charter, and that this Agreement provides for Provenance to deliver educational goods and task-related services that are performed at the direction of the governing body of the School and over which the governing body of the School retains ultimate decision-making authority.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. Relationship of the Parties and Scope of Authority. The relationship created by this Agreement between the Parties is that of an independent contractor, not a partnership, joint venture, or employment relationship. Under this Agreement, Provenance will deliver goods and perform task-related services at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. The Parties understand and agree as follows:

a. The governing body of the School shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing operation of the School. The governing body of the School, and not Provenance, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring School adheres to all applicable law and is accountable to the authorizing District pursuant to the Charter.

b. School shall at all times remain an independent, self-governing public body that shall comply with applicable transparency laws, including but not limited to the California Brown Act, Public Records Act, Political Reform Act, and effective January 1, 2020, the provisions of Government Code section 1090, et seq..

c. To the extent not otherwise specified as a duty of Provenance pursuant to the scope of Services, all duties applicable to the proper operation of School and maintenance of applicable academic standards shall remain the responsibility of School.

d. Provenance will not be required to provide any service set forth in this Agreement

to the extent that it is or becomes impracticable, in any material respect, as a result of a cause or causes outside Provenance's and/or School's reasonable control or would require Provenance or School to violate applicable law or cause Provenance to be considered an "entity managing a charter school" per Education Code section 47604.1(a).

e. Provenance will provide all Services in a manner it believes to be in the best interests of School and with due care, in good faith, and in exchange for reasonable compensation taking into account that Provenance is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3).

2. Independent Contractor. Nothing in this Agreement shall confer upon any Provenance or School employee any rights or remedies, including any right to employment, as an employee of the other Party. The Parties agree as follows:

a. All Provenance employees providing services to School shall be and remain employed by Provenance and shall at all times be subject to the direction, supervision and control of Provenance. All School employees shall be and remain employed by School and shall at all times be subject to the direction, supervision and control of School.

b. School shall not have any right to terminate the employment of any Provenance employee providing services to the School. Provenance shall not have any right to terminate the employment of any School employee.

c. The Parties agree that Provenance shall not lease its employees to the School. School shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. School shall determine and manage compensation (salary and benefit) plans for its employees; provided, however, that School shall oversee and may consult with Provenance and Provenance will assist with providing payroll and related services pursuant to the scope of Services.

d. Provenance certifies that any of its employees who perform school-site services or transportation services for School, or who may have substantial contact with students at School as determined by School in its reasonable discretion, shall be screened in compliance with Education Code section 45125.1 and Provenance shall otherwise comply with that statute.

3. Services Provided by Provenance. During the term of this Agreement, Provenance shall provide to School the services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the "**Services**"). Provenance is not obligated to devote all of its time or efforts to School, but shall devote the time, effort, and skill reasonably necessary to provide the Services to School. Provenance reserves the right to sub-contract with a third party for the provision of any of the Services. The Parties may mutually agree to modify the Services at any time by amending Attachment A in writing; provided, however, the Parties will also adjust the annual fee commensurately pursuant to Section 5, if necessary, and Provenance shall only deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. To the extent there are any conflicts between the terms of the Charter and the terms of this Agreement, the terms of the Charter shall control.

4. Term. The term of this Agreement shall commence on July 1, 2020 and continue through June 30, 2021. This Agreement will be automatically renewed unless either party provide Notice as set forth subsection 20 of this Agreement on or prior to April 1, 2021 that it will not be renewed. Upon automatic renewal the parties' obligations shall continue in full during the Term.

5. Annual Fee. For services in Exhibit A, School shall pay Provenance an annual fee of 3.35% of the School's revenue as calculated based on each reporting unit (i.e. charter school, department, location, central office and any other additional reporting units which may be added at the discretion of the School). Revenues shall not include one-time or federal, restricted grant funds such as PCSGP grants or other federal funding programs.

a. Beginning July 1, 2020, the annual fee shall be paid by *SCHOOL* to *Provenance* in twelve (12) equal monthly installments per year with each monthly payment made through ACH transfer and received by Provenance by the 8th of each month.

b. Provenance will submit monthly invoices based upon School's current school year budgeted revenue. Invoices may be adjusted based on the most current financial forecast.

c. **Right to Suspend Performance.** In the event of default or delay in payment greater than 30 days from the date of the invoice, Provenance reserves the right to suspend part or all of its performance of duties under this contract until all amounts for Services and Expenses are paid in full. In the event School disputes all or any portion of an invoice, School shall notify Provenance within 15 days of receipt of the invoice; and initiate the dispute resolution process under Section 19.

d. **Late Payments.** Unless School receives prior written approval from Provenance, payments made after the payment terms are subject to a late payment penalty equal to 5% of invoiced amount for each full week the payment is overdue. If the fees are received in the ICS bank account by the 14th of the month, no late fee will be assessed.

e. At the end of each fiscal year, after the P-2 ADA certification by the California Department of Education, which should occur no later than June 30th, a reconciliation of payments shall be made based upon the School's actual revenues in said year. In the event that the total amount of installment payments made by School for the subject year exceeds the total amount due based upon School's actual Revenues, Provenance shall refund the total amount of said overpayment to School within thirty (30) days of the end of the fiscal year. In the event that the total amount of installment payments made by School for the subject year is less than the total amount due based upon School's actual Revenues, School shall pay the total amount of said underpayment to Provenance within thirty (30) days of the end of the fiscal year.

f. In the event this Agreement is renewed, the annual fee may be reviewed and renegotiated by the Parties.

6. Costs. In addition to the annual fee, School shall reimburse Provenance for direct "pass-through" costs and expenses incurred in performing the Services, including, but not limited to: equipment, materials, or supplies purchased from third parties at the request of, or on behalf of the School; platform subscription fees (i.e. student information systems, learning management systems); travel (including mileage, airfare, lodging, meals, and ground transportation); filing or corporate fees; marketing and development costs incurred solely for School (i.e. print materials, postage for mailers, and costs of newspaper, radio, television, billboard or other broadcast advertisements); and fees of other third parties consulted by Provenance at the request of or on behalf of the School.

a. In the event that Provenance purchases equipment, materials, or supplies at the request of or on behalf of the School, Provenance shall comply with the procurement policies and processes approved by the governing body of the School and shall not include any mark-up, added fees or charges with the cost of equipment, materials, and supplies purchased from third parties.

Any equipment, materials, or supplies that Provenance purchases on behalf of the School shall be and remain the property of the School.

b. All reimbursable costs of Provenance charged to School shall be itemized on Provenance invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g. copies of receipts or purchase orders).

7. Annual Notices. As a supporting organization to School, Provenance shall, at least annually, provide School with a copy of its most recent Form 990, a description of the support, in services and otherwise, provided to School, and its most current articles and bylaws, not later than the 15th day of the 5th month after the close of the year for which the Form 990 is filed.

8. Cooperation. School shall make available to Provenance, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for Provenance to provide the Services under this Agreement. School staff, and the governing body of the School as necessary, shall work closely and cooperatively with Provenance to facilitate Provenance's effective performance and delivery of the Services.

9. Conflicts of Interest. School and Provenance recognize that it is important that School be assured that Provenance staff acts at all times with integrity. School has adopted a conflict of interest code under the California Political Reform Act. Provenance acknowledges that School may require certain Provenance staff to file annual financial interest disclosures as consultants under that code and abide by the disclosure and disqualification provisions of that Act. Provenance also agrees to adopt and provide to School copies of conflict of interest policies required by the IRS, as well as an anti-nepotism policy and a policy regarding inconsistent employment for compensation, which policies shall meet Federal requirements for grant and funding program administration.

10. Non-Exclusive, Non-Transferable Intellectual Property License. Provenance grants School a non-exclusive, non-transferable irrevocable, United States limited license to use, display and print graphic images of the Provenance IP in connection with the School's operation of the Charter. The Provenance IP is described in Attachment B and may include copyrights, patents, trademarks, technology, and intellectual property of every kind (the "**Provenance IP**"). The Parties acknowledge that Provenance has extensively invested in developing and improving the Provenance IP and in marketing, refining, advertising, promoting, and publicizing it, all of which have become well and favorably known to the public throughout the United States, and as a result of such efforts, Provenance has acquired valuable goodwill therein. The non-exclusive, non-transferable license granted to School is subject to the following terms and conditions:

a. **Ownership.** School acknowledges the ownership of the Provenance IP and shall do nothing inconsistent with such ownership. School acknowledges that all use of the Provenance IP shall inure to the benefit of and be on behalf of Provenance. School acknowledges that nothing in this Agreement shall give School any right, title, or interest in and to the Provenance IP other than the right to use the intellectual property in accordance with the terms of this Agreement.

b. **Quality Standards.** School shall not utilize the Provenance IP in any manner that would diminish their value or harm the reputation of Provenance or any other Provenance organization. The nature and quality of all services rendered by School in connection with the Provenance IP, all goods sold by School under the Provenance IP, and all related advertising, promotional and other related uses of the Provenance IP by School shall conform to standards set by and be under the control of Provenance.

c. School agrees that School will not frame, copy, or feature any trademarks, logos, content from Provenance's websites or marketing materials at any website owned or controlled by School without Provenance's prior express written permission.

d. Neither School nor any entity owned or controlled by them will directly or indirectly file, apply for, prosecute, register, maintain, obtain, and/or acquire any domain names, trademark applications, or trademark registrations, for any mark or name comprised of or containing the Provenance IP, or for any other confusingly similar marks, names, or terms. Further, neither School nor any entity owned or controlled by School will directly or indirectly challenge, contest, or interfere with Provenance's ownership, use, registration, or enforcement of its Provenance IP.

e. School shall not have the right to grant a license, sublicense, or any other rights to the Provenance IP.

f. The license and rights granted to School herein are subject to any limitations imposed by any applicable government grant or government contract entered into by Provenance.

g. School shall use the Provenance IP only in the manner and for the duration expressly permitted in writing by Provenance.

h. Upon termination or expiration of this Agreement, School shall have no right to make any use whatsoever of the Provenance IP and must remove all Provenance IP previously used by School in accordance with section 14, Termination.

i. Infringement Proceedings. School shall promptly inform Provenance of any infringements or other violations of the Provenance IP. Provenance shall have the exclusive right at its sole discretion to determine whether to take any action, including litigation, against such infringements or other violations. For any such action Provenance decides to take: (a) School will reasonably cooperate with and assist Provenance; (b) Provenance shall bear all costs, attorney's fees, and expenses; and (c) Provenance shall receive and retain all monetary awards, judgments, damages, and settlement proceeds. If Provenance decides not to take any action against an infringement or other violation of the Provenance IP, Provenance will notify School of its decision, at which time School may request Provenance's permission for School to take action, including litigation. If Provenance permits School to take action: (a) Provenance will reasonably cooperate with and assist School; (b) School will bear all costs, attorney's fees, and expenses; (c) School will obtain Provenance's prior approval of any settlement, such approval to not be unreasonably withheld; and (e) School will receive and retain all monetary awards, judgments, damages, and settlements proceeds.

j. Notwithstanding the foregoing, the School shall own all proprietary rights to curriculum or educational materials that: (1) are both directly developed and paid for by School; or (2) were developed by Provenance at the direction of the governing body of the School with School funds dedicated for the specific purpose of developing such curriculum or materials unless otherwise agreed in writing.

k. The parties understand and agree that School may use Provenance IP during the Term of this Agreement subject to the terms of this Section 10 but is not under any obligation to do so and that School is free to use, display, or print other IP for, including but not limited to, branding, marketing, or development purposes.

11. Confidentiality. Each Party acknowledges that during the term of this Agreement, it will have access to certain Confidential Information of the other Party, as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Party's Confidential Information.

a. "**Confidential Information**" means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to School under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other Party with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the other Party to seek a restraining order or other appropriate relief.

c. The Parties understand and acknowledge that School's financial, educational, and student records are School property and may be subject to the California Public Records Act. All School records shall be physically or electronically available, upon School's request, at the physical record storage location. Records shall also be made available to School electronically on Provenance's software platforms, when such platforms exist.

d. The records of the School maintained by Provenance shall be made available to the School's independent auditor upon request.

e. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed.

12. Student Information. Provenance and School will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**"), and other applicable state and federal laws pertaining to student information and privacy. Provenance is a "third party" which may receive pupil records under California Education Code Section 49073.1(d)(6).

a. Provenance shall be designated as having a legitimate educational interest in accessing School's student education records, as that term is defined by and for purposes of FERPA, thereby allowing Provenance to access personally identifiable information from student education records from School in order to provide its services. For purposes of this Agreement, the term "personally identifiable information" ("PII") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. Provenance shall not use or disclose pupil records, including personally

identifiable information, received from or on behalf of School except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by School. Provenance shall protect the pupil records it receives from or on behalf of School no less rigorously than it protects its own Confidential Information. Provenance will designate and train responsible individuals to ensure the security and confidentiality of pupil records. Provenance shall develop, implement, maintain and use reasonable administrative, technical and physical security measures to preserve the confidentiality and availability of all electronically transmitted pupil records received from or on behalf of School. In the event of an unauthorized disclosure of PII, Provenance shall notify School as soon as practicable, and shall, upon School's request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

c. Within 60 days of the termination or expiration of this Agreement, Provenance shall certify in writing that protected student information in the possession of Provenance shall be returned and/or destroyed.

d. Prohibition on Targeted Marketing. Provenance shall not use PII in pupil records to engage in targeted advertising contrary to California law.

e. Cyber Liability Insurance and Indemnity. Provenance shall obtain and maintain for the Term of this Agreement Cyber Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) aggregate including but not limited to coverage for claims involving security and privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of information, business interruption, cyber extortion and corruption, and denial of service.

f. Provenance shall indemnify, defend and hold School (including its officers, directors and employees) from and against all claims, losses, liabilities, damages, expenses or judgments involving a third party, including School's costs and reasonable attorney's fees, which arise as a result of any such unauthorized disclosures or misuse of pupil records through the services provided by Provenance, excluding those claims, liabilities, damages or judgments arising from the sole active negligence or willful misconduct of School.

13. Insurance.

a. School shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. School shall name Provenance as an additional insured under all School's policies.

b. Provenance shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. Provenance shall name School as an additional insured under all Provenance's policies.

c. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

d. The Parties' insurance coverages shall take into consideration that staff at the School are employees of the School, and not employees of Provenance.

14. Termination.

a. On or Prior to April 1, 2021 either Party may terminate this Agreement without cause or a financial penalty upon notice set forth in paragraph 20 to the other Party, and such termination shall be effective as of the end of the current Agreement to minimize disruptions to the School's operations.

b. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon sixty (60) days' written notice to the other Party. Such written notice shall identify the breach and provide thirty (30) days for the other Party to cure.

c. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of School and Provenance in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the statutory and/or regulatory changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least ninety (90) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.

d. In the event of termination for any reason, the following conditions shall apply:

i. School shall pay Provenance any due and unpaid portion of the annual fee and costs for Services performed by Provenance until the effective date of termination.

ii. Provenance shall provide reasonable assistance to School to transition to another service provider, during which time School shall reimburse Provenance for all reasonable expenses incurred by Provenance in providing such transition assistance.

iii. School shall cease all use of the Provenance IP, as described in Attachment B, upon the termination of Agreement.

iv. As soon as practicable, Provenance shall return to School and/or destroy, as appropriate, all student-related, fiscal, and other records of School maintained by Provenance.

15. Liability. Each of the Parties shall remain and be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of the other Party, except as such liability may result from the performance of the first Party's obligations under this Agreement.

16. Indemnification. Subject to the provisions of section 12(f) above, the Parties shall defend, indemnify, and hold each other, their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including reasonable attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.

17. Fiduciary Obligations. The governing bodies for both Parties have reviewed the scope of Services and compensation provided in this Agreement in good faith, and in a manner in which they

believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the Services contained herein are in the best interests of their respective organizations, and that the compensation to be paid is fair and reasonable.

18. 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.

19. Dispute Resolution. The Parties shall attempt to negotiate in good faith to resolve any dispute arising from or relating to this Agreement before resorting to litigation. In the event of a dispute between the Parties, disputing Party must frame the issue in written format (“dispute statement”). School representative and Provenance Executive Director shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than 5 business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the School representative and Provenance Executive Director and attempt to resolve the dispute within 15 business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the School representative and Provenance Executive Director shall meet to jointly identify a neutral third party mediator to engage the Parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the School representative and Provenance Executive Director. Mediation shall be held within sixty business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the Parties. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the Parties.

20. Notice. All notices, requests, demands, or other communications (collectively “Notice”) given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party’s address set forth below:

To Provenance: Email: _____ stevenl@inspireschools.org _____

To School: Email: _____

21. Headings. The descriptive headings of the sections and/or paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.

22. Amendments. No supplement, modification, or amendment of this Agreement or the Services described in Attachment A shall be binding unless in writing and executed by both Parties. The Parties anticipate additional and/or revised services to be provided through amendments to Attachment A and commensurate adjustment of the annual fee, if necessary. Such amendments may be negotiated directly by staff of School and Provenance at any time, and shall be brought to the governing bodies of School and Provenance respectively to approve or ratify.

23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes 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. If School seeks to enter into a lease, promissory notes or other negotiable instruments, or to enter into a lease-purchase agreement or other financing relationships with Provenance, such agreements shall be separate documents and not be incorporated into this Agreement or any amendments thereto. Such agreements shall be consistent with the School's authority to terminate Provenance and continue operation of the School.

24. Arm's Length and Independent Counsel. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this Agreement.

25. 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.

26. Severability. If any provision of this Agreement is invalid or contravenes California 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 purpose of this Agreement.

27. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

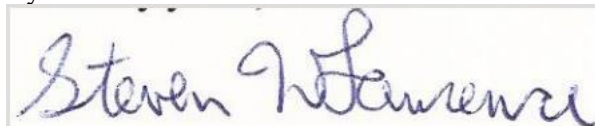
28. Authority to Contract. Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

29. 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, .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.

Provenance, a California nonprofit public benefit corporation

Cabrillo Point Academy, a California nonprofit public benefit corporation and charter school

By:



Name: Steven Lawrence
Its: Executive Director
Date: June 1, 2020

By: _____
Name: _____
Its: _____
Date: _____, 2020

ATTACHMENT A
DESCRIPTION OF PROVENANCE SERVICES

- 1. Compliance Support**
 - A. Compliance Support
 - a. Posting Board Agendas on Website
 - b. Posting approved minutes and policies on website
 - c. Support Compliance Timelines
 - B. Consulting and information on Ed Code changes that impact Charter Schools
- 2. Assistance with Audits**
- 3. Group Rate for Medical Benefits / Benetrac**
 - A. BeneTrac Site Maintenance
 - B. Open Enrollment
 - C. Manage group rates
- 4. Access to the Enrichment Ordering System (EOS) and all related systems**
 - A. EOS
 - B. FTE System
 - C. Curriculum Ordering System (COS)
 - D. Lending Library Online System
 - E. Vendor Portal
 - F. Online Subscription Package (OSP) System
- 5. EOS Services**
 - A. EOS Maintenance
 - B. Uploading of Student and Staff Data
 - C. Programming & Implementation of School approved Planning Amounts
 - D. All new development and updates to the system
 - E. Supporting Documentation
 - F. Reports from EOS
- 6. OSP Groups Licensing and Group Enrollment**

- A. OSP system maintenance
- B. Maintain Single Sign-On through clever with the various subscriptions.
(Subscriptions to vary year to year based on school input and availability)
- C. Negotiate bulk pricing
- D. Coordinate bulk purchases and subscriptions

7. Curriculum Order fulfillment

- A. Manage standardized curriculum options
 - a. Manage Curriculum Ordering System (COS)
 - b. Load student accounts for Inspire managed curriculum
 - c. Provide information, support, and load all curriculum
 - d. Manage deduction of annual or multi-year planning amounts
- B. Provide curriculum information and training for Homeschool Teacher Handbook
- C. Maintain the curriculum support site with updated tutorials for school staff

8. Work with Charter Impact on Shared Employee Cost

- A. Based on weekly hourly data reports provided by Charter Impact maintain a monthly spreadsheet that identifies cost distribution for each shared employee

9. Google Suite - Website - HST Handbook

- A. Google Suite
 - a. Domain management
 - b. Email management
- B. Maintain School Website
 - a. Design, launch, and maintain all websites
 - b. Coordinate with the web development team on daily website edits
 - c. Facilitate photoshoots to procure images for websites
- C. Provide Template for HST Handbook
- D. As of July 1, 2021 School will own websites and email domains

10. Monthly Payroll Support

- A. Provide School bimonthly draft payroll master for review
- B. School will submit finalized payroll masters to Charter Impact

11. Enrollment Training and Support

- A. School will be responsible to hire and evaluate their enrollment team members
- B. Training and support to utilize Pathways to appropriately register new student
- C. Use of systems administration tools developed and deployed by Provenance
- D. Provenance will provide related operations data and analytics on a weekly basis
- E. Provide training and support for School Enrollment enrolment team members
- F. Lottery system management and implementation
- G. Create annual process to collect data from families who plan to return for the following school year

12. School Pathways (SIS) and CALPADS Training and Support

- A. School will be responsible to hire and evaluate their SIS and CALPADS team members
- B. Training and support focused on:
 - a. Maintenance of School Pathways
 - b. State and Federal Reporting
 - i. Fall I, II, and EOY CALPADS Reporting
 - ii. Civil Rights Data Collection Report
 - iii. CBEDS Report
 - c. Managing attendance data requests and reports
 - d. Monitoring, maintaining, and updating the school's data within CALPADS
 - e. Creating staff accounts
 - f. Updating and maintaining accurate data for staff
 - i. Credentials
 - ii. SEID number
 - iii. Classification
 - iv. Personnel Information
 - v. Job Title
 - vi. Employment date
 - g. Working with staff to provide necessary access to data in Pathways related to job duties

- h. Maintaining accurate FTE counts for all staff
 - i. Processing changes to Proof of Residence in Pathways
 - j. Reporting Immunizations
 - k. Facilitating student transfers between schools
 - l. Maintaining course catalogs
- C. Upon request, review and recommend updates to School's attendance policies

13. Records Training and Support


- A. School will be responsible to hire and evaluate their records team members
- B. Train and support School records team around new enrollments, withdrawals, high school transcripts, work permit applications, and concurrent enrollment process
- C. Annually audit a random selection of records to ensure records are compliant with State requirements

14. School Accountability & Compliance Training and Support

- A. School will be responsible to hire and evaluate their SAA team members
- B. Train School SAA team members to ensure they are accurately verifying: independent study agreement, attendance logs, work samples, AWR, and household data collection form (HDCF)
- C. Train School team members to prepare all documents for Annual Audit Guide including:
 - i. CALPADS 1.18 and 1.17
 - ii. Student Selections: Master Agreement, Attendance, Work Samples
 - iii. Special Programs documentation (HDCF & EL)
- D. Train School team members to prepare all documents for State Attendance Reports:
 - i. 20-day Report
 - ii. P1
 - iii. P2
 - iv. EOY
 - v. Estimated Attendance Reports

- E. Provide training resources for the School team to support their teachers and families
- F. Facilitate periodic audits to ensure student agreement, attendance, and student work samples are correctly collected and stored
- G. Facilitate the process to prepare the School SAA team for the annual audit

Attachment B

Mark	Class	Goods/Services	Reg. No.	Reg. Date
	41	Educational services in the nature of charter schools	5467904	May 15, 2018
INSPIRE CHARTER SCHOOLS	41	Educational services in the nature of charter schools	5467903	May 15, 2018
INSPIRATION STATION	41	Providing a website featuring blogs and non-downloadable publications in the nature of articles in the field of homeschooling and education	5545765	Aug. 21, 2018



Independent Study Policy

Cabrillo Point Academy may offer independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an alternative education designed to teach knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

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

1. Establish the Time in Which an Assignment Must Be Completed
2. Establish the Procedure for Placement Determination
3. Outline What Must Be Included in a Current Written Agreement
4. Outline How Average Daily Attendance Will Be Calculated
5. Establish Compliance with the Education Code
6. Establish the Implementation of the Independent Study Policy

- 1. Time in Which an Assignment Must Be Completed:** For pupils in all grade levels offered by the School, the maximum length of time that may elapse between the time an assignment is made the date by which the pupil must complete the assigned work shall be twenty (20) school days. **The assigned work shall be delivered to the Homeschool Teacher at an in-person meeting. All meetings shall be in person unless there is an exception that applies, such as extended vacation for 2 months or medical emergency. The school's non-compliance process can be engaged if a student/family fails to meet in person with the Homeschool Teacher on at least two (2) occasions each semester for a minimum of (4) meetings per school year. The in-person meetings are an integral component of the School's educational services. The Principal, in the Principal's sole discretion, may waive only one in-person meeting per year for a pupil given extraordinary circumstances. If a pupil misses any of the four (4) in-person meetings, absent a Principal's waiver, the administrative withdrawal process may be initiated.**
- 2. Placement Determination:** A pupil may miss two (2) assignments during any period of twenty (20) school days before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study. Therefore, whether any pupil fails to complete two (2) assignments during any period of twenty (20) school days, the Director of Academic Program or his or her designee shall conduct an evaluation to determine whether it is in the best interest of the pupil to remain in independent study. A writing record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.
- 3. Current Written Agreement: A current written agreement shall be on file for each independent study pupil, including but not limited to, all of the following:**
 - The manner, time, frequency, and place for submitting a pupil's assignments and for reporting his or her progress.

- The objectives and methods of study for the pupil's work, and the methods utilized, to evaluate that work.
 - The specific resources, including materials and personnel, which will be made available to the pupil.
 - A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
 - A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
 - The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
 - Each written agreement shall be signed prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is under 18 years of age, the certificated employee who has been designated as having responsibility or the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.
4. **Average Daily Attendance:** It is the policy of this Board that each student is, at a minimum, expected to accomplish the following in order for the student to be counted as present/attending for Average Daily Attendance (ADA) purposes:
- Students will initial "Monthly Independent Study Log" on the school days where they have completed school work Monday through Fridays that are not school holidays. Parents/guardians will sign the monthly log under the following statement: "By signing this log, I verify that my student completed school work on these days."
5. **Compliance with the Education Code:** The Charter School shall comply with the Education Code Sections 51745 through 51749.3 and the provision of the Charter School's Act and the State Board of Education regulation adopted there under.
6. **Implementation of Independent Study Policy:** The Directors shall establish regulations to implement these policies in accordance with the law.



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 ~~one month~~ ~~four weeks~~, but less than ~~two~~ ~~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. **If the parent, guardian or educational rights holder requests a hearing within the five-day period, the parent, guardian or educational rights holder is required to cooperate to schedule the hearing within 10 days of the request for the hearing. If a parent, guardian or educational rights holder does not cooperate in scheduling the hearing and the hearing is not scheduled within 10-days (absent extraordinary circumstances in the sole discretion of the Senior Director), the parent, guardian or educational rights holder waives his/her/their rights to the hearing.**

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.

Once Cabrillo Point Academy is notified that a student is identified as a child of a military family, Cabrillo Point Academy will require the parent/guardian submit the following documentation:

- Written proof of the transfer, including the time period for the transfer and location of the transfer
- A signed affidavit that states that the student is only enrolled in Cabrillo Point Academy and not in any other full-day educational program and that the student qualifies as a child of a military family as defined in Education Code section 49701.

For high school students, the aforementioned documentation will need to be resubmitted on an annual basis. Cabrillo Point Academy reserves the right to re-verify all of the above at any time throughout the school year.

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).

8. Foster Youth: Cabrillo Point Academy will be considered to be a pupil’s school of origin for a foster youth when the child attended the Cabrillo Point Academy at the initial detention or placement, or any subsequent change in placement of a foster child for the duration of the jurisdiction of the court. Cabrillo Point Academy will serve former foster youth, as defined below, whose residency has changed as follows:

1. If the jurisdiction of the court is terminated before the end of an academic year, the Cabrillo Point Academy shall allow a former foster child who is in kindergarten or any of grades 1 to 8, inclusive, to continue his or her education in the school of origin through the duration of the academic school year.
2. If the jurisdiction of the court is terminated while a foster child is in high school, Cabrillo Point Academy shall allow the former foster child to continue his or her education in Cabrillo Point Academy through graduation.

The term “foster youth” means a child who has been removed from his or her home pursuant to Welfare and Institutions (“W&I”) Code section 309, is the subject of a petition

filed under W&I Code sections 300 or 602 or has been removed from his or her home and is the subject of a petition filed under W&I Code sections 300 or 602.

9. Migratory Youth: Cabrillo Point Academy will be considered to be a pupil's school of origin for a migratory youth when the child attended the Cabrillo Point Academy at the time the pupil's status changed to a pupil who is a migratory youth. Cabrillo Point Academy will serve migratory youth, as defined below, whose residency has changed as follows:

1. If the migratory youth is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the pupil to continue their education in Cabrillo Point Academy through the duration of that academic school year.
2. If the migratory youth is enrolled in high school, allow the pupil to continue their education in Cabrillo Point Academy through graduation.

The term "migratory youth" means a child who has moved with a parent, guardian or other person having custody, from one school to another, either within the State of California or from another state within the 12-month period immediately preceding his or her identification as such a child, in order that the child, a parent, guardian or other member of his or her immediate family might secure temporary or seasonal employment in an agricultural or fishing activity and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Migratory youth" includes a child who, without the parent or guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.