



**CABRILLO POINT ACADEMY**

13915 Danielson St., #200, Poway, California 92064  
Phone (619) 404-3190 \* Fax (619) 749-1792

**Special Board Meeting  
Cabrillo Point Academy  
3152 Red Hill Ave. #150  
Costa Mesa, CA 92626  
May 11, 2022 – 9:00am**

**Through Teleconference**

**Join Zoom Meeting**

**<https://cabrillopointheademy-org.zoom.us/j/83997526791?pwd=TTBQK0pmcDhucFhQd3VPWmV4L2VvZz09>**

**Meeting ID: 839 9752 6791**

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**AGENDA**

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Discussion and Potential Action on the 2022-2023 Master Agreement
5. Discussion and Potential Action on the Independent Study Policy
6. Discussion and Potential Action on the Non-Compliance and Withdrawal Policy and Procedures
7. Consent Agenda

The following items are considered by the Senior Director to be of a routine nature.

The last item in this section is a single vote to approve them en masse with one motion. Any recommendation may be removed at the request of any Board Member and placed on the regular agenda.

- a. March 10 Board Meeting Minutes

- b. April 28 Board Meeting Minutes
- c. Invoices Over \$100,000
- 8. Closed Session – Employee Performance Evaluation: Executive Director § 54956.9
- 9. Announcement of Next Regular Scheduled Board Meeting
- 10. Adjournment

Public comment rules: Members of the public may address the Board on agenda or non-agenda items either in person through the teleconference platform, zoom. Zoom does not require the members of the public to have an account or login. Any person on zoom wishing to speak please either utilize the chat option to communicate with the administrative team your desire to address the board or simply communicate orally your desire to address the board when the board asks for public comments. Speakers may be called in the order that requests are received. We ask that comments are limited to 2 minutes each so that as many people as possible may be heard. If a member of the public utilizes a translator to address the board, those individuals are allotted 4 minutes each. If the board utilizes simultaneous translation equipment in a manner that allows the board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. 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 school 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 (619) 749-1974 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)).



Cabrillo Point Academy

# Master Agreement for Independent Study

~~2021-2022~~ 2022-2023

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# MASTER AGREEMENT FOR INDEPENDENT STUDY

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| <b>Student:</b>                     | <b>Contract Term: Full Year</b>     |
| <b>Student Number:</b>              | <b>Beginning Date: 8/16/2021</b>    |
| <b>Address:</b>                     | <b>End Date: 05/27/2022</b>         |
| <b>Location:</b>                    | <b>Year: 2021-2022</b>              |
| <b>1<sup>st</sup> Phone Number:</b> | <b>2<sup>nd</sup> Phone Number:</b> |
| <b>DOB:</b>                         | <b>Grade Level</b>                  |
| <b>Program Placement:</b>           | <b>School for Classroom Option:</b> |

## It is understood that:

**Objectives:** The Student will complete the courses listed below. All course objectives will be consistent with the established program and are consistent with program standards as outlined in the program's subject/course descriptions and School's charter. The major educational objectives include enabling the student to progress with their grade-specific studies, successfully complete assignments and learn required concepts as determined by the School. Assignment and Work Record (AWR) Forms will include additional descriptions of the major objectives and activities of the courses of study covered by this agreement including the evaluation of student work and are incorporated herein. The term "Course Value" (CV) refers to the number of credits (secondary education) or weeks of work (elementary education) the student will attempt and earn upon completion.

| Schedule | Category | Course Value |
|----------|----------|--------------|
|          |          |              |

**Methods of Study:** Specific methods of study will be designated on the Assignment and Work Record (AWR) and are incorporated herein. Examples of methods of study for the student will include: Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Computerized Curriculum, Web/Internet Research, Library Research, and Field Trips. In addition, School will offer opportunities for live interaction and synchronous instruction to Student per Education Code section 57141(c).

**Specific Resources:** School will provide appropriate services, supports, technology and resources to enable Student to complete their independent study program successfully. These resources include but are not limited to textbooks, school supplies, and support from the Supervising Teacher (also known as "Homeschool Teacher" or "Independent Study Teacher") and other School staff. Additionally, School will ensure Student has access to the connectivity and devices adequate to participate in independent study and complete assigned work (e.g., computer, internet access, etc.). By signing below, Student's parent/guardian/caregiver is confirming Student: (1) has access to devices and connectivity to allow Student to adequately participate in independent study and complete assigned work; or (2) will contact the Student's Homeschool Teacher if Student needs help accessing such connectivity and devices.

**Additional Supports for Special Populations:** School will provide supports and academic services necessary to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the student's IEP or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), students in foster care or experiencing homelessness, and students requiring mental health supports. These supports include, but are not limited to, access to assistive software/devices, counselors, specialized academic instruction, student support team and related services, and intervention supports.

**Methods of Evaluation:** Academic evaluations will be designated on the Assignment and Work Record (AWR) and are incorporated herein. Other acceptable methods of evaluation include, but are not limited to: Teacher Made Tests, Student Conferences, Progress/Report Cards, Chapter/Unit Tests, Work Samples, Observations, Portfolios, Learning Journals,

Presentations, Quizzes, Labs, Finals, State Mandated Standards Testing, School Selected Benchmark Testing.

**Subsidiary Agreements:** The specific objectives, methods of study, methods of evaluation, and resources for each assignment covered by this agreement may also be further described in the assignment work record forms or other subsidiary agreements, which are incorporated as part of this agreement.

**Manner, Time, Frequency and Place for Student Assignment Submissions:** Manner of Communication: Email, Online (e.g., online platforms), Phone, In-Person, etc. Time: Generally, 8:30AM-5:00PM. Day: M-F. Exact times determined by Teacher in consultation with Parent/Guardian and Student. Frequency: At least once every 20 school days (LP meetings). Duration: Full Year. Place: Virtual or In-Person.

**Manner, Time, Frequency and Place for School Communicating/Reporting Academic Progress with Parent/Guardian:** Manner: Email, Online, Phone, In-Person. Time: Generally, 8:30AM-5:00PM. Day: M-F. Exact times determined by Teacher in consultation with Parent/Guardian and Student. Frequency: At least once every 20 school days (LP meetings). Duration: Full Year. Place: Virtual or In-Person.

**Voluntary Statement:** It is understood 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, instruction may be provided for a student through independent study only if the student is offered the alternative of classroom instruction.

**Board Policies:** According to the Independent Study Board Policy ("Board Policy") for grades K through 12, the maximum length of time allowed between when the assignment was made and the date the assignment is due is twenty (20) school days, unless an exception is made in accordance with the Board Policy. Pursuant to the Board Policy, after 3 missed assignments, failure to show the body of work for a learning period (student's failure to demonstrate knowledge of required concepts for the learning period) as determined by the Homeschool Teacher, or failure to make satisfactory educational progress, School will conduct an evaluation to determine whether it is in the best interest of the student to remain in independent study, or whether the student should return to or otherwise be placed in a regular in-person school program. A student is deemed to be making satisfactory educational progress if the student is on track to enter the next grade level at the completion of the current school year and/or progressing toward their goals pursuant to their IEP and based on all the indicators set forth in the Board Policies.

**Additional Courses:** Additional Courses may be added to this agreement as needed if the agreement is re-signed and re-dated by the teacher and the Student.

**Signatures and Dates:** I have read and I understand the terms of this agreement, and agree to all provisions set forth.

|               |                |
|---------------|----------------|
| Student Name: | Signature Date |
|---------------|----------------|

|                                 |                |
|---------------------------------|----------------|
| Parent/Guardian/Caregiver Name: | Signature Date |
|---------------------------------|----------------|

|                          |                |
|--------------------------|----------------|
| Homeschool Teacher Name: | Signature Date |
|--------------------------|----------------|

|                 |      |
|-----------------|------|
| Other Signature | Date |
|-----------------|------|

|                 |      |
|-----------------|------|
| Other Signature | Date |
|-----------------|------|

Other Signature

Date

Other Signature

Date

## ACKNOWLEDGEMENT OF RESPONSIBILITIES

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| <b>Student:</b>                     | <b>Contract Term: Full Year</b>     |
| <b>Student Number:</b>              | <b>Beginning Date: 8/16/2021</b>    |
| <b>Address:</b>                     | <b>End Date: 05/27/2022</b>         |
| <b>Location:</b>                    | <b>Year: 2021-2022</b>              |
| <b>1<sup>st</sup> Phone Number:</b> | <b>2<sup>nd</sup> Phone Number:</b> |
| <b>DOB:</b>                         | <b>Grade Level</b>                  |
| <b>Program Placement:</b>           | <b>School for Classroom Option:</b> |

### Students Agreement/Responsibilities

- I voluntarily request participation in this independent study program and have read and understand the terms of the master agreement.
- I will complete all course work outlined in the master agreement, and as assigned to me in the periodic Student Assignment and Work Record.

### Parent/Legal Guardian's Agreement

- I agree to the above conditions listed under Students Agreement/Responsibilities. I also understand that:
- I am responsible for the daily monitoring/verification of all subjects studied, with scheduled monitoring by the Independent Study Teacher. I will provide a body of work, upon request, that demonstrates completion of assigned learning period objectives.
- I will ensure my student has access to and is working in grade level curriculum.
- If I become aware of special or extenuating circumstances that will prohibit my student from turning in the assigned work by the due date, I will contact the Independent Study Teacher prior to the due-date to make alternative arrangements.
- I will meet all of the requirements set forth by the independent study program, **including participating in school-assigned benchmark testing and either CAASPP testing or an alternative assessment**, otherwise an evaluation will be made through the non-compliance process to determine whether independent study is an appropriate setting for my student.
- I am responsible to provide any needed transportation for my child's scheduled meetings at a mutually agreed upon location reflected on the face of the master agreement and that lack of transportation is not an acceptable reason for failing to meet with the Independent Study Teacher.
- I have the right to appeal any decision about my child's placement in accordance with the school's policies and procedures.

### Independent Study Teacher's Agreement

- The Independent Study Teacher will assign a body of work to be completed during the duration of this agreement.
- The Independent Study Teacher will evaluate work in a timely manner.
- The Independent Study Teacher will notify the student and parent/legal guardian of the academic credit granted for work completed.



We, the undersigned, understand ~~the~~ and voluntarily agree to the terms and conditions of this Independent Study agreement. Our signatures below indicate that we voluntarily participated in the establishment of these Agreements/Responsibilities and that we understand and accept our responsibilities in relation to this document.

|                        |                         |
|------------------------|-------------------------|
| _____<br>Student Name: | _____<br>Signature Date |
|------------------------|-------------------------|

|  |                         |
|--|-------------------------|
| _____<br>Parent/Guardian/Caregiver Name: | _____<br>Signature Date |
|--|-------------------------|

|                                   |                         |
|-----------------------------------|-------------------------|
| _____<br>Homeschool Teacher Name: | _____<br>Signature Date |
|-----------------------------------|-------------------------|

|                          |               |
|--------------------------|---------------|
| _____<br>Other Signature | _____<br>Date |
|--------------------------|---------------|



## Independent Study Policy

Cabrillo Point Academy (hereinafter “Charter School”) 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 in accordance with applicable law.

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

The ~~Senior Executive~~ Director or designee retains discretion to approve independent study written agreements for students. The Charter School will provide appropriate services, supports, technology, and resources to enable students to complete their independent study program successfully. These independent study policies have been established by Charter School in alignment with Education Code § 51745 et seq., updated to meet the requirements of Assembly Bill 130 (2021) and Assembly Bill 167 (2021), and adopted pursuant to Education Code (“EC”) § 51747 and 5 C.C.R. § 11701. The following policies are effective as of the start of Charter School’s 2021-22 school year:

1. For each student in independent study, Charter School will assign a certificated employee to coordinate, evaluate, and provide general supervision of the student’s independent study instruction. (EC § 51747.5(a).)
2. For students in independent study in any grade level, the maximum length of time that may lapse between the time an independent study assignment is made and the date by which the student must complete the assigned work is twenty (20) schooldays. (EC § 51747(a).)
  - a. The assigned work shall be delivered to the supervising teacher (“Homeschool Teacher”) at an in-person meeting on at least ~~one (1)~~ **two (2)** occasions each semester for a minimum of **(24)** meetings per school year. **No more than 60 days shall lapse between the in-person meetings.** The in-person meetings are an integral component of the School’s educational services. The ~~Senior Executive~~

Director, in the ~~Senior~~ Executive Director'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 ~~two~~ four (24) in-person meetings, absent a ~~Senior~~ Executive Director's waiver, the administrative withdrawal process may be initiated for failure to comply with this policy.

3. When any student fails to complete three (3) assignments during any period of twenty (20) schooldays, fails to show the body of work for a learning period (student's failure to demonstrate knowledge of required concepts for the learning period) as determined by the Homeschool Teacher, or fails to make satisfactory educational progress (defined below in Section 4), the Charter School will conduct an evaluation to determine whether it is in the best interests of the student to remain in independent study, or whether the student should return to or otherwise be placed in a regular in-person school program. A written record of the findings of any evaluation will be maintained in the student's permanent record. This record will be maintained for a period of three years from the date of the evaluation and if the student transfers to another California public school, the record will be forwarded to that school. (EC § 51747(b).)
4. For purposes of conducting the evaluation in Section 3, a student is deemed to be making satisfactory educational progress if the student is on track to enter the next grade level at the completion of the current school year and/or progressing toward their goals pursuant to their individualized education program ("IEP"). The ~~Senior~~ Executive Director or designee is responsible for making this determination based on all of the following indicators:
  - a. The student's achievement and engagement in the independent study program, as indicated by the student's performance on student-level measures of student achievement and student engagement set forth below:
    - Pupil achievement and engagement, as measured by all of the following, as applicable:
      - Statewide assessments that are part of the California Assessment of Student Performance and Progress (a.k.a., "CAASPP", or any other subsequent assessment as certified by the state board of education),
      - The percentage of pupils that have successfully completed courses that satisfy the requirements for entrance to the University of California and California State University,
      - The percentage of pupils who have successfully completed courses that satisfy the requirements for career technical education sequences or programs that align with state board-approved career technical education standards and frameworks,
      - The percentage of pupils who have successfully completed both the university entrance and career technical courses specified above,
      - The percentage of English learner pupils who make progress toward English proficiency as measured by the English Language Proficiency

Assessments for California (“ELPAC” or subsequent assessments of English proficiency certified by the state board),

- The English learner reclassification rate,
  - The percentage of pupils who have passed an advanced placement exam with a score of “3” or higher, and
  - The percentage of pupils who demonstrate college preparedness pursuant to the Early Assessment Program (or any subsequent assessment of college preparedness).
- Pupil engagement, as measured by all of the following, as applicable:
- School attendance rates,
  - Chronic absenteeism rates,
  - Middle school dropout rates,
  - High school dropout rates, and
  - High school graduation rates.
- b. The completion of assignments, assessments, or other indicators that show the student is working on assignments.
  - c. Learning required concepts, as determined by the Homeschool Teacher.
  - d. Progressing toward successful completion of the course of study or individual course, as determined by the Homeschool Teacher. (EC § 51747(b)(2).)

5. Charter School will provide content to students aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the local educational agency for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria. (EC § 51747(c).)
6. If a student does not generate attendance for more than three (3) schooldays or 60 percent of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the school’s approved instructional calendar, students found not participatory pursuant to EC § 51747.5 for more than the greater of three (3) schooldays or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span, or for students who are in violation of their independent study written agreement, Charter School shall:
  - a. Verify the student’s current contact information;

- b. Notify the student's parent or guardian of the student's lack of participation within one schoolday of the recording of a non-attendance day or lack of participation (e.g., via email, message, text, telephone, letter, etc.);
  - c. Reach out to the student directly and/or parent(s) or guardian(s), as well as health and social services as necessary, to determine the student's needs for reengagement; and
  - d. If the student has failed to complete three (3) assignments during any period of twenty (20) schooldays, fails to show the body of work for a learning period, or is failing to make satisfactory educational progress as defined in Section 4 herein, the Charter School will schedule a pupil-parent-educator conference (a meeting involving all individuals who signed the student's written agreement) to review the student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being. (EC § 51747(d).)
7. Based on each student's grade level, Charter School will schedule and offer opportunities for synchronous instruction and daily live interaction at least as frequently as set forth in subsections a-c below. (EC § 51747(e).)

"Live interaction" means interaction between the student and Charter School staff, and may include peers, to maintain school connectedness. Examples of live interaction include check-ins, progress monitoring, provision of services, and instruction, and live interaction can be in-person or in the form of internet or telephonic communication.

"Synchronous instruction" means classroom-style instruction, designated small-group instruction, or one-on-one instruction delivered in person or in the form of internet or telephonic communication by the student's assigned teacher of record (e.g., Homeschool Teacher, other certificated Charter School employee per [CDE guidance](#) and law), and involving live two-way communication. (EC § 51745.5.)

- a. For students in grades TK-3, inclusive, the Charter School will offer opportunities for daily synchronous instruction.
- b. For students in grades 4-8, inclusive, the Charter School will offer opportunities for weekly synchronous instruction and daily live interaction.
- c. For students in grades 9-12, inclusive, the Charter School will offer opportunities for weekly synchronous instruction.

Charter School will document each student's participation in live interaction and synchronous instruction pursuant to EC § 51747 on each school-day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction on a schoolday shall be documented as non-participatory for that schoolday for purposes of pupil participation reporting and tiered reengagement pursuant to EC § 51747. (EC § 51747.5(c).)

8. A student's parent or guardian may request their student return to in-person instruction from independent study by making a written request to the ~~Senior~~ Executive Director or their assigned teacher of record. If there is such a request, Charter School will offer to help the student enroll in the in-person program offered by their district of residence within five (5) schooldays. (EC § 51747(f).)
9. A current written independent study agreement for each independent study student will be maintained on file. Each written agreement will contain the following:
  - a. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent or guardian regarding a student's academic progress.
  - b. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
  - c. The specific resources, including materials and personnel, which will be made available to the student. These resources will include confirming or providing access to all students to the connectivity and devices adequate to participate in the educational program and complete assigned work.
  - d. A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
  - e. The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement will be valid for any period longer than one school year.
  - f. 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 student upon completion.
  - g. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the student's IEP or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), students in

foster care or experiencing homelessness, and students requiring mental health supports.

- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class or program pursuant to EC § 48915 or 48917, the agreement also will include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction. (EC § 51747(g).)
- i. Charter School will comply with the signature requirements for independent study written agreements set forth in EC § 51747(g)(9), including:

~~i. For the 2021-22 School Year Only: Charter School will obtain a signed written agreement for an independent study program of any length of time from the student, or the student's parent or legal guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student no later than 30 days after the first day of instruction in an independent study program or October 15, whichever date comes later.~~

ii. Beginning in 2022-23 School Year and Thereafter (Must Obtain Signatures Before Independent Study Instruction): Each independent study agreement will be signed, prior to the commencement of independent study, by the student, the student's parent, legal guardian, or care giver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph, "care giver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.

- j. Upon the request of the parent or guardian of a student, before signing a written agreement pursuant to EC § 51747, the Charter School will conduct a telephone, videoconference, or in-person pupil-parent-educator conference or other school meeting during which the student, parent or guardian, and, if requested by the student or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study, before making the decision about enrollment or disenrollment in the various options for learning. (EC § 51747(h)(2).)

#### 10. Additional Independent Study Requirements:

- a. Charter School will not provide any funds or other thing of value to the student or his or her parent or guardian that a school district could not legally provide to a similarly situated student of the school district, or to his or her parent or guardian. (EC § 51747.3(a).)
- b. Charter School may only receive funding for the provision of independent study to students who are residents of San Diego County or who are residents of a county immediately adjacent to San Diego County. (EC § 51747.3(c).)
- c. No student with exceptional needs, as defined in EC § 56026, may participate in independent study unless the student's IEP specifically provides for that participation. (EC § 51745(c).)
- d. Charter School may claim apportionment credit for independent study only to the extent of the time value of student work products, as personally judged in each instance by a certificated teacher as set forth in EC § 51747.5(b).
- e. Charter School will maintain written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades. (EC § 51747.5(d).)
- f. Records of the independent study program will be maintained for audit purposes and shall include the following:
  - i. A copy of the independent study board policies.
  - ii. A separate listing of the students, by grade level who have participated in independent study identifying units of the curriculum attempted (also known as the "course of study") and units of the curriculum completed by students, as specified in their written agreements.
  - iii. A file of all written agreements, with representative samples of each student's work products and a signed acknowledgement by the supervising teacher indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher.
  - iv. A daily attendance register, as appropriate to the program in which the students are enrolled, separate from classroom attendance records, and maintained on a current basis as time values of student work products are



personally judged by a certificated teacher, and reviewed by the supervising teacher if they are two different individuals.

- v. Any other documents charter schools are required to maintain as required by law. (5 C.C.R. § 11703.)
- g. Charter School will comply with all applicable law regarding independent study, including ADA-to-certificated teacher ratio requirements. (EC § 51745 et seq.; 5 C.C.R. § 11700 et seq.)

#### 11. 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.”

Revised: ~~January 27~~ May 11, 2022



Cabrillo Point Academy

# **Non-Compliance and Withdrawal Policy and Procedures**

~~2021-2022~~ 2022-2023

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## NON-COMPLIANCE AND WITHDRAWAL 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 participate in Monthly Learning Period meetings
4. Establish Communication Requirements for the Home School Teacher (HST)
5. Outline the Participation in Assigned Benchmark Testing
6. Outline the Non-Compliance Procedures
7. Outline the Procedures for the HST when sending the First Non-Compliance Letter
8. Outline the Procedures for the HST when sending the Second Non-Compliance Letter
9. Outline the Procedures for the Administrative Conference Call
10. Outline the Tiered Reengagement Process
11. Establish the Non-Compliance Timeline/Checklist
12. Outline the follow-up protocol if a student remains enrolled and falls back into Non-Compliance
13. Withdrawal Policy and Procedures

## 1. NON-COMPLIANCE PROCESS

The School's Non-Compliance Process can be initiated if a student/family is found to have one or more of the following:

- Failure to provide a body of work for a learning period
- Three (3) 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
- Failure to meet with the Homeschool Teacher at least four times a semester for a minimum of eight times during the school year (unless the Executive Director has waived one of the in-person meetings)
- Has not responded to their Homeschool Teacher after three separate attempts (phone and Email) over the course of (four) school days
- **Has not participated in one or more assigned benchmark tests**
- Failure to fulfill approved Travel Plan

## 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 provide a body of work for a learning period or has missed submitting one or more work samples, the HST should then start the Non-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 and Email message, and documentation 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. PARTICIPATION IN ASSIGNED BENCHMARK TESTING

Regular benchmark testing is important for understanding a student's learning progress and needs and is required as being a part of Cabrillo Point Academy. Failure to participate in benchmark testing during the assigned assessment administration window is cause for starting the Non-Compliance policy, which may result in an administrative withdrawal.

## 6. 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, and the plan of success set forth for the student is not followed, the student will be withdrawn from the School for at minimum, one academic school year.

## 7. FIRST NON-COMPLIANCE LETTER (LETTER #1)

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 using electronic means (ex. Adobe Sign).
- Document date letter was issued 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 Planning Amounts until the family is compliant.

## 8. SECOND NON-COMPLIANCE LETTER (LETTER #2)

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, Regional Coordinator, and Assistant 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 using electronic means (ex. Adobe Sign).
- Document the date the letter was issued sent, the issue(s)/concern(s), and confirmation of receipt 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 student/family the opportunity to communicate and work with their HST to address and problem-solve the issues of concern. 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.

## 9. 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 Assistant 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 it 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.

## 10. TIERED REENGAGEMENT

Any students that are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of the Master Agreement, the School will start the tiered reengagement process. Tiered reengagement will consist of the following:

- Verification of current contact information for each enrolled student
- Notifying parents/guardians of lack of participation within one school day of the absence or lack

of participation

- Outreach from the School to determine the student's needs, including connection with health and social services as necessary
- The Non-Compliance process outlined above (paragraph 1) will require a student-parent-educator conference to review the student's Master Agreement, and to reconsider the independent study program's impact on the student's achievement and well-being, consistent with the School's adopted Independent Study policies.

## 11. NON-COMPLIANCE TIMELINE/CHECKLIST

Concern/Issue Arises:

### STEP #1

The HST will call & Email Family (Communication Pair #1)

- Wait 2 School Days
- Resolution – Stop Process
- If No Resolution – Continue to STEP #2

### STEP #2

The HST will call & Email Family (Communication Pair #2)

- Wait 2 School Days
- Resolution – Stop Process
- If No Resolution – Continue to STEP #3

### STEP #3

The HST will call & Email Family (Communication Pair #3) and Send Non-Compliance Letter #1 (via electronic means)

- Hold Planning Amounts
- Wait 5 School Days
- Resolution – Stop Process
- If No Resolution – Continue to STEP #4

### STEP #4

The HST will call & Email Family (Communication Pair #4) and Send Non-Compliance Letter #2 that includes Administrative Conference Call (via electronic means).



- Hold Planning Amounts
- Resolution – Stop Process
- If No Resolution- Continue to STEP #5

## STEP #5

The HST, and Assistant Director will Hold Administrative Conference Call and determine best course of action.

- Follow School withdrawal policy, if applicable, and document in Contact Manager

## 12. FOLLOW-UP PROTOCOL

If a family falls back into Non-Compliance within the same semester with the same issue, the Non-Compliance process would begin with STEP #4.

## 13. WITHDRAWAL POLICY AND PROCEDURES

In addition to the Non-Compliance reasons for 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 in which Cabrillo Point Academy may legally provide educational services, is concurrently enrolled in a private school, is concurrently enrolled in another public school, 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.

### **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. The notice will also establish the date by which the hearing shall be scheduled. 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 Executive Director), the parent, guardian or educational rights holder waives his/her/their rights to the hearing. Additionally, if a parent/guardian/educational rights holder fails to attend the scheduled hearing, the hearing will continue without the presence of the parent/guardian/educational rights holder. In that event, the student may be withdrawn and the decision of the hearing officer will be final.

If the parent/guardian invokes said rights, the Cabrillo Point Academy will not disenroll the pupil 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 <https://www.cde.ca.gov/sp/ch/cscomplaint.asp>

### **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.

### **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.



## **CABRILLO POINT ACADEMY**

13915 Danielson St., #200, Poway, California 92064

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

### **Regular Scheduled Board Meeting – Cabrillo Point Academy**

March 10, 2022 – 4:00pm

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

Attendance: Caroline Moon, Sherri McFadden, Lisa Rumsey, Natasha Brunstetter, Gloria Antonini  
Through Teleconference

Also Present: Jenna Lorge, Erika Vanderspek  
Through Teleconference

### **Call to Order**

Caroline Moon called the meeting to order at 4:00 pm.

### **Approval of the Agenda**

- Gloria Antonini motioned to approve the agenda.
- Natasha Brunstetter seconded.
- Unanimous

### **Discussion and Potential Action on Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361**

- Sherri McFadden motioned to approve the agenda with updating the verbiage to remove references to the Delta variant.
- Natasha Brunstetter seconded.
- Unanimous

### **Public Comments**

No public comments.

### **Closed Session – Conference with Legal Counsel – Anticipated Litigation (Six Cases) § 54956.9**

- Sherri McFadden motioned to enter closed session at 4:04 pm. Lisa Rumsey seconded.
- Unanimous
  
- Caroline Moon motioned to leave closed session at 4:43 pm. Sherri McFadden seconded.
- Unanimous

Case #1955102 Amendment to the case is approved

Case #1955112 Amendment to the case is approved

Case #2215724 is approved

Case #1903375 is approved

Case #2239223 is approved

Case #1988036 is approved

#### **Discussion and Potential Action on the Resolution Regarding Employee Retention Stipends**

Sherri McFadden asked what is the total, how will you determine amount for each employee? The plan is \$5000 at this time for all staff. The total is between \$1.7 to \$2.2mil. Employee will need to agree to returning next year and will need to return the money if they don't return.

Natasha Brunstetter asked for clarification on why we are spending more than the \$1.4 million. Additional cost is for the classified staff, which does not fall in the 40/80.

- Caroline Moon motioned to approve the Resolution Regarding Employee Retention Stipends.

- Lisa Rumsey seconded.

- Unanimous

#### **Discussion and Potential Action on the 2021-22 2<sup>nd</sup> Interim Report (including the January Financials)**

a. Projected YE ADA is unchanged

b. Revenue increased \$751K

c. Expenses increased \$2.5M – Salaries and Benefits increased by \$1.8M. \$750K has been added for a large technology refresh

d. YE surplus is projected at \$3M (6.6%)

e. End of year cash balance: \$5.7M

f. 25:1 PTR is within compliance

g. 40/80 is in compliance

h. 80% cushion is very narrow and needs to be monitored

i. FY21-22 is a non-measured year for funding

- Natasha Brunstetter motioned to approve the 2021-22 2<sup>nd</sup> Interim Report (including the January Financials).

- Gloria Antonini seconded.

- Unanimous

#### **Discussion and Potential Action on the Management of Charter School Assets and Accounts Policy**

- Sherri McFadden motioned to approve the Management of Charter School Assets and Accounts Policy

- Natasha Brunstetter seconded.

-Unanimous

#### **Discussion and Potential Action on the Commercial Insurance Opt Out Notice or Renewal with CharterSAFE**

- Caroline Moon motioned to move this to after Item 13, closed session.

- Sherri McFadden seconded.

- Unanimous

Gloria Antonini left a 5:43pm and returned at 5:45pm

- Caroline Moon motioned to table and not approve renewal of the Commercial Insurance Opt Out Notice or Renewal with CharterSAFE

- Gloria Antonini seconded.
- Unanimous

#### **Discussion and Potential Action on the Resolution for Staff Uniforms**

Sherri McFadden asked where this is in the budget. Erika Vanderspek indicated funding has already been earmarked in the office supplies bucket. It should be about \$6K.

- Caroline Moon motioned to approve the Resolution for Staff Uniforms.
- Gloria Antonini seconded.
- Unanimous

#### **Discussion and Potential Action on the Resolution Regarding Marketing Expenses**

Sherri McFadden asked if we have a budget for this? The budget we approved in June has this.

Sherri McFadden asked for clarification about California Education Code section 47605(c)(5)(G).

- Lisa Rumsey motioned to approve the Resolution Regarding Marketing Expenses.
- Natasha Brunstetter seconded.
- Unanimous

#### **Discussion and Potential Action on the Resolution for Non-ADA Summer School**

- Caroline Moon motioned to approve the Resolution for Non-ADA Summer School
- Sherri McFadden seconded.
- Unanimous

#### **Closed Session - Conference with Legal Counsel – Anticipated Litigation (One Case) § 54956.9**

- Caroline Moon motioned to enter closed session at 5:23 pm. Sherri McFadden seconded.
- Unanimous

- Sherri McFadden motioned to leave closed session at 5:41 pm. Gloria Antonini seconded.
- Unanimous

It was reported out, pursuant to Government Code 54957.1, that the following action was taken in closed session. Caroline Moon moved, and Sherri McFadden seconded, for approval of Agreement Between Cabrillo Point Academy and the United States Attorney's Office for the Central District of California Re: Disclosure of Documents and Information. The motion was carried unanimously.

#### **Discussion and Potential Action on the Resolution Regarding Indemnification and Reimbursement for Directors**

- Lisa Rumsey motioned to approve the Resolution Regarding Indemnification and Reimbursement for Directors.
- Natasha Brunstetter seconded.
- Unanimous

#### **Senior Director's Report**

- a. Lowest Attainable CAASPP score video shown
- b. Launched virtual testing window. In person will be available end of April.

- c. Coffee Chat: next one is 3/25 9:30am-10:30am
- d. Spelling Bee Winner announced
- e. Graduation/Promotion ceremony in person May 24 at 4:00pm for 8<sup>th</sup> and 12<sup>th</sup> grade students
- f. High School Info Sessions. Curriculum Showcase Virtual Roadshow, March Hangouts
- g. Enrichment Timeline: Homeschool Hub open through 4/15. Services and field trips will be approved through last day of school only.
- h. Parents on Course continues.
- i. 2 New hires
- j. WASC Update: Mid-cycle visit went well. They were impressed with the growth we've made since January 2019. Would like us to focus on CTE development and math.
- k. Form 700 Filing – Deadline is April 1.
- l. 2022-23 Planning: Planning amounts hoping to be Tk-8<sup>th</sup> \$2800. High School \$3000.
- m. Enrollment: April 1- April 30 intent to return for current families. April 1-April 30 Open enrollment for new families. Lottery in May if number of interested families exceeds spots available. After April 30<sup>th</sup>, waitlist formed. Target enrollment 4400
- n. Budget: Start building 2022-23 Budget with Charter Impact

### **Discussion and Potential Action on the Consent Agenda**

Sherri McFadden motioned to remove COVID Prevention Plan Update from the consent agenda to discuss it.

Gloria Antonini seconded.

- Caroline Moon motioned to approve the Consent Agenda Items with the removal of COVID Prevention Plan Update.

- Natasha Brunstetter seconded.

-Unanimous

### **COVID Prevention Plan Update**

Sherri McFadden: Based on California Dept of Public Health and California.gov Covid 19 Task Force, schools can test how they want based on the numbers of COVID in the county.

August is when this policy was put in place. Things have changed a lot since then.

Recommendations: Remove page 87 the words “regardless of vaccination status”.

And remove page 90 the bullet “Information on or COVID-19 policies and how to access. Check the top paragraph on page 90, is it necessary to have “vaccinated” wording?

Page 91 regarding the sick pay: 3 days or 24 hours? Do they do this for the regular flu? State of California sick leave policy ends 9/30.

Jenna will take this information back to HR and assess when staff can be approved to stop the weekly testing.

- Caroline Moon motioned to approve with wording changes and lines deleted that were suggested and the follow-up with the weekly testing requirements.

- Lisa Rumsey seconded.

- Unanimous

-Caroline Moon motioned to enter closed session at 6:35 pm.

-Gloria Antonini seconded.

-Unanimous

- Caroline Moon motioned to leave closed session at 6:41 pm. Lisa Rumsey seconded.

-Unanimous

### **Announcement of Next Regular Scheduled Board Meeting**

April 28, 2022 @ 4:00pm

### **Adjournment**

-Caroline Moon motioned to adjourn at 6:42 pm. Gloria Antonini seconded.

-Unanimous

### **Prepared by:**

Lisa Rumsey

### **Noted by:**

Board Secretary



## **CABRILLO POINT ACADEMY**

13915 Danielson St., #200, Poway, California 92064

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

### **Regular Scheduled Board Meeting – Cabrillo Point Academy**

April 28, 2022 – 4:00pm

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

Attendance: Caroline Moon, Sherri McFadden, Lisa Rumsey, Natasha Brunstetter, Gloria Antonini  
Through Teleconference

Also Present: Jenna Lorge, Erika Vanderspek  
Through Teleconference

### **Call to Order**

Caroline Moon called the meeting to order at 4:02 pm.

### **Approval of the Agenda**

- Sherri McFadden motioned to approve the agenda with changing the Item # 20 Closed session to one case instead of two
- Natasha Brunstetter seconded.
- Unanimous

### **Discussion and Potential Action on Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361**

- Natasha Brunstetter motioned to approve the Resolution for Continuing School Board Authority to Hold Virtual Meetings Pursuant to AB 361
- Sherri McFadden seconded.
- Unanimous

### **Public Comments**

No public comments.

### **Discussion of Charter School Oversight Process and Role of the Charter School Board**

Dr. Patterson presented to the Board. He indicated that the charter oversight process includes four key questions that guide the work:

- Is the school's educational program a success?
- Is the school financially viable?
- Is the school operating and governed effectively?
- Is the school serving public policy purposes?

### **Senior Director's Report**

- a. Graduation: cohort rate has increased significantly over last 3 years to 93%.
- b. Assessments: #'s are increasing, making progress. Improvement is still needed.
- c. 31% of English Language Learners scored Proficient on the ELPAC and 9% were reclassified in 2021.



- d. College & Career: 24 passed at least one semester of college credit course work; 18% passed at least 2 semesters of college credit course work.
- e. Promotion & Graduation May 24, 4pm Pearson Amphitheater Anaheim for high school
- f. Testing updates: ELPAC successfully tested 100% of our eligible students. CAASPP working towards 95% completion goal. Currently at 85.8%. STAR 360 Spring window launched this week.
- g. Enrollment update: currently 4222. Letter of Intent completed: 3193. Current interest list is open. Open Enrollment is from April 1 to April 30, 2022.
- h. Parent Engagement Opportunities presented
- i. New Hires – 4 new hires announced

**Discussion and Potential Action on the March Financials (Including the February Check Register)**

- a. P2 ADA is now known – 4,123
- b. Revenue increased \$400K from 2<sup>nd</sup> interim. State aid revenue increased by \$187K. \$25K additional State SPED due to increased ADA. \$118K for final 20% of Educator Effectiveness Block Grant. \$80K added for SPED Mental Health funding.
- c. Expenses decreased by \$1.5M from 2<sup>nd</sup> interim. Salaries and Benefits decreased by \$265K. \$1.3M removed from supplies and services for unspent student funds.
- d. YE Surplus is projected at \$4.9M (additional expenses are needed and will lower the actual YE surplus)
- e. Cash balance end of year: \$9.5M
- f. Compliance & Reporting
  - a. 25:1 PTR is within compliance
  - b. 40/80 in compliance (80% has fallen below the required spending threshold. Senior leadership is working to address this shortfall.

-Gloria Antonini motioned to approve the March Financials

-Natasha Brunstetter seconded.

-Unanimous

**Discussion and Potential Action on the Interfund Transfers or Loans Policy**

- Caroline Moon motioned to approve the Interfund Transfers or Loans Policy

- Sherri McFadden seconded.

-Unanimous

**Discussion and Potential Action on the Employee Benefits Insurance Renewal Proposal**

Sarah Galbraith presented the Employee Benefits Insurance Renewal to the Board.

-Lisa Rumsey motioned to approve the Employee Benefits Insurance Renewal.

-Gloria Antonini seconded.

-Unanimous

**Discussion and Potential Action on the Resolution Regarding Automatic Renewal for Liability Insurance**

- Sherri McFadden motioned to approve the Resolution Regarding Automatic Renewal for Liability Insurance.
- Natasha Brunstetter seconded.
- Unanimous

**Discussion and Potential Action on the Disposal of Unneeded Books Equipment and Supplies Policy**

- Sherri McFadden had a question regarding Items 1 & 2, do we define the nominal value? Who is defining nominal value? Do we need to state the value? The school leadership team will be deciding together whether an item is needed or not and evaluate each item. Families are still required to turn everything in at the end of the year.
- Sherri McFadden motioned to approve the Disposal of Unneeded Books Equipment and Supplies Policy.
  - Gloria Antonini seconded.
  - Unanimous

**Discussion and Potential Action on the Kindergarten and TK Policy**

- In 2022-23 school year, student must be 5 years by February 2.
- Natasha Brunstetter motioned to approve the agenda with updating the Kindergarten and TK Policy.
  - Caroline Moon seconded.
  - Unanimous

- Caroline Moon motioned to move Item 20 Closed Session to this time due to one of the Presenter's schedule conflict
- Sherri McFadden seconded.
- Unanimous

**Closed Session – Conference with Legal Counsel – Anticipated Litigation (Two Cases) § 54956.9**

- Caroline Moon motioned to enter closed session at 4:54 pm. Gloria Antonini seconded.
- Unanimous
- Caroline motioned to leave closed session at 5:02 pm

Action Taken: Approved Settlement Agreement Case #2216584

**Discussion and Potential Action on the 2021-22 Declaration of Need Form**

- Sherri McFadden motioned to approve the 2021-22 Declaration of Need Form.
- Natasha Brunstetter seconded.
- Unanimous

**Discussion and Potential Action on the 2022-23 Declaration of Need Form**

- Sherri McFadden motioned to approve the 2022-23 Declaration of Need Form.
- Gloria Antonini seconded.
- Unanimous

### **Discussion and Potential Action on the Resolution Regarding Employee Retention Stipends**

Sherri McFadden asked why we aren't asking them to commit to the whole school year next year.

Jenna Lorge replied that it isn't anticipated that teachers leave 2<sup>nd</sup> semester.

Natasha Brunstetter asked what is the drawback of requiring the whole year?

Caroline Moon talked about how the employee will have to pay back the stipend if they leave before set dates.

- Gloria Antonini motioned to approve the Resolution Regarding Employee Retention Stipends with changing the wording that the stipend is for the entire upcoming school year. If they leave any time during first semester, the full stipend needs to be paid back. If leave any time during the second semester, half the stipend will need to be paid back.

- Lisa Rumsey seconded.

-Unanimous

### **Discussion and Potential Action on the Resolution for Testing Engagement Stipends**

Spencer Styles and Erika Vanderspek presented that there is a need to spend \$2.6 million to meet the SB 740 requirements before 6/30/22. The leadership proposed a testing engagement stipend for staff, a digital library, and additional technology devices and hotspots. There would still be a surplus of \$5,865,850 and ending cash balance of \$12,605,780.

To address the testing engagement stipend proposal, Natasha Brunstetter asked if there's the option to offer an incentive to families, but Erika Vanderspek responded that it isn't allowed. Sherri McFadden asked if we can legally make mandatory testing required. It negatively impacts the school when families opt out of testing.

The penalty to CPA is quite harsh. It would be nice to have testing requirements added to the Master Agreement.

Jenna Lorge proposed a change to the resolution to remove the bulleted amounts and update the stipend to \$2,000 to each instructional staff member still employed by the school on June 6, 2022, if the school achieves an overall CAASPP testing participation rate of 95% or higher.

- Caroline Moon motioned to approve the Resolution for Testing Engagement Stipend where everyone receives the \$2000 if the testing goals are met.

- Sherri McFadden seconded.

-Unanimous

### **Discussion and Potential Action on Executive Director Title and Organizational Documents**

- Caroline Moon motioned to approve the Executive Director Title and Organizational Documents with the authority to update the policies from Senior Director to Executive Director.

- Sherri McFadden seconded.

-Unanimous

### **Discussion and Potential Action on Board Member Recruitment**

- Sherri McFadden motioned to approve the ad-hoc committee for Board Member Recruitment. Caroline Moon will be on the ad-hoc committee along with Erika Vanderspek, Jenna Lorge and a staff member. Current Board

members should write a resignation letter to Jenna Lorge asap if they are planning on not continuing when their term is up this June.

- Caroline Moon seconded.

-Unanimous

#### **Discussion and Potential Action on the Consent Agenda**

- Caroline Moon motioned to approve the Consent Agenda Items without the March Board Meeting Minutes.

- Natasha Brunstetter seconded.

-Unanimous

-Caroline Moon motioned to move the approval of the March Board Meeting Minutes to the May meeting.

-Sherri seconded

-Unanimous

Sherri McFadden left the meeting at 6:05 pm.

#### **Closed Session – Employee Performance Evaluation: Senior Director § 54956.9**

- Caroline Moon motioned to enter closed session at 6:05 pm. Natasha Brunstetter seconded.

-Unanimous

Gloria Antonini left the meeting at 6:11pm

- Caroline Moon motioned to leave closed session at 6:16 pm. Natasha Brunstetter seconded.

-Unanimous

No action taken.

#### **Announcement of Next Regular Scheduled Board Meeting**

May 12, 2022 @ 4:00pm

#### **Adjournment**

-Caroline Moon motioned to adjourn at 6:18 pm. Lisa Rumsey seconded.

-Unanimous

#### **Prepared by:**

Lisa Rumsey

#### **Noted by:**

Board Secretary

# Apple Inc. Education Price Quote

**Customer:** STE 200  
CABRILLO POINT ACADEMY STE 200  
Phone: (619) 750-0563 Ext.1397  
email:  
karen.tirado@cabrillopontacademy.org

**Apple Inc:** Jimmy Morgan  
5505 W Parmer Lane  
Bldg 7  
Austin, TX 78727  
Phone: +1-512-6746496  
email: jimmy\_morgan@apple.com

**Apple Quote:** 2211147587

**Quote Date:** Tuesday, May 03, 2022

**Quote Valid Until:** Thursday, June 02, 2022

## Quote Comments:

Please reference Apple Quote number on your Purchase Order.

| Row # | Details & Comments  | Qty | Unit List Price | Extended List Price |
|-------|---|-----|-----------------|---------------------|
| 1     | <b>10.2-inch iPad Wi-Fi 64GB-Space Gray (Packaged in a 10-pack) with 4-Year AppleCare+ for Schools</b><br>Part Number: BSND2LL/A<br><br><b>10.2-inch iPad Wi-Fi 64GB - Space Gray (Packaged in a 10-pack)</b><br>Part Number: MK2Y3LL/A<br>Quantity: 250<br><br><b>4-Year AppleCare+ for Schools - iPad / iPad Air / iPad mini</b><br>Part Number: S7828LL/A<br>Quantity: 250 | 25  | \$4,030.00      | \$100,750.00        |

|                              |                     |
|------------------------------|---------------------|
| <b>Edu List Price Total</b>  | <b>\$100,750.00</b> |
| - eWaste Fee / Recycling Fee | \$1,000.00          |
| - Additional Tax             | \$0.00              |
| - Estimated Tax              | \$5,696.25          |
| - Total Tax                  | \$5,696.25          |
| <b>Extended Total Price*</b> | <b>\$107,446.25</b> |

\*In most cases Extended Total Price does not include Sales Tax  
\*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

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  - For registration assistance, call 1.800.800.2775
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# Apple Inc. Education Price Quote

**Customer:** STE 200  
CABRILLO POINT ACADEMY STE 200  
Phone: (619) 750-0563 Ext.1397  
email:  
karen.tirado@cabrillopointacademy.org

**Apple Inc:** Jimmy Morgan  
5505 W Parmer Lane  
Bldg 7  
Austin, TX 78727  
Phone: +1-512-6746496  
email: jimmy\_morgan@apple.com

**Apple Quote:** 2211142269

**Quote Date:** Tuesday, May 03, 2022

**Quote Valid Until:** Sunday, May 29, 2022

## Quote Comments:

Please reference Apple Quote number on your Purchase Order.

| Row # | Details & Comments   | Qty | Unit List Price | Extended List Price |
|-------|--|-----|-----------------|---------------------|
| 1     | <b>13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB – Space Gray with 4-Year AppleCare+ for Schools (Packaged in a 5-pack) (No Service Fee)</b><br>Part Number: BSGC2LL/A<br><br><b>13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB – Space Gray (Packaged in a 5-pack)</b><br>Part Number: MGNG3LL/A<br>Quantity: 500<br><br><b>4-Year AppleCare+ for Schools – MacBook Air (no service fees)</b><br>Part Number: S8245LL/A<br>Quantity: 500 | 100 | \$5,540.00      | \$554,000.00        |

|                              |                     |
|------------------------------|---------------------|
| <b>Edu List Price Total</b>  | <b>\$554,000.00</b> |
| – eWaste Fee / Recycling Fee | \$2,000.00          |
| – Additional Tax             | \$0.00              |
| – Estimated Tax              | \$34,061.25         |
| – Total Tax                  | \$34,061.25         |
| <b>Extended Total Price*</b> | <b>\$590,061.25</b> |

\*In most cases Extended Total Price does not include Sales Tax

\*If applicable, eWaste/Recycling Fees are included. Standard

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  - For registration assistance, call 1.800.800.2775
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# Apple Inc. Education Price Quote

|                    |  |            |  |
|--------------------|--|------------|--|
| Customer:          | STE 200<br>CABRILLO POINT ACADEMY STE 200<br>Phone: (619) 750-0563 Ext.1397<br>email:<br>karen.tirado@cabrillopointacademy.org | Apple Inc: | Jimmy Morgan<br>5505 W Parmer Lane<br>Bldg 7<br>Austin, TX 78727<br>Phone: +1-512-6746496<br>email: jimmy_morgan@apple.com |
| Apple Quote:       | 2211139603   |            |  |
| Quote Date:        | Thursday, April 28, 2022   |            |  |
| Quote Valid Until: | Saturday, May 28, 2022   |            |  |

**Quote Comments:**  
Please reference Apple Quote number on your Purchase Order.

| Row #  | Details & Comments   | Qty | Unit List Price | Extended List Price |
|--|--|-----|-----------------|---------------------|
| 1  | 10.2-inch iPad Wi-Fi 64GB – Space Gray (Packaged in a 10-pack)<br>Part Number: MK2Y3LL/A | 500 | \$294.00        | \$147,000.00        |
| 2  | 4-Year AppleCare+ for Schools – iPad / iPad Air / iPad mini<br>Part Number: S7828LL/A    | 500 | \$109.00        | \$54,500.00         |
| Edu List Price Total   |  |     |                 | \$201,500.00        |
| – eWaste Fee / Recycling Fee   |  |     |                 | \$2,000.00          |
| – Additional Tax   |  |     |                 | \$0.00              |
| – Estimated Tax  |  |     |                 | \$11,392.50         |
| – Total Tax  |  |     |                 | \$11,392.50         |
| Extended Total Price*  |  |     |                 | \$214,892.50        |
| *In most cases Extended Total Price does not include Sales Tax                         |  |     |                 |                     |
| *If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary |  |     |                 |                     |

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Document rev 10.6.1

Date of last revision – June 20th, 2016

# Apple Inc. Education Price Quote

|                    |  |            |  |
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| Apple Quote:       | 2211147591   |            |  |
| Quote Date:        | Tuesday, May 03, 2022  |            |  |
| Quote Valid Until: | Thursday, June 02, 2022  |            |  |

**Quote Comments:**  
Please reference Apple Quote number on your Purchase Order.

| Row # | Details & Comments   | Qty | Unit List Price | Extended List Price |
|-------|--|-----|-----------------|---------------------|
| 1     | <b>13-inch MacBook Air – Space Gray</b><br>Part Number: Z124<br><b>Configuration:</b> <ul style="list-style-type: none"><li>• 065-C99J Apple M1 chip with 8-core CPU, 7-core GPU and 16-core Neural Engine</li><li>• 065-C99N 16GB unified memory</li><li>• 065-C99Q 256GB SSD storage</li><li>• 065-C9CK Touch ID</li><li>• 065-C9CJ Two Thunderbolt / USB 4 ports</li><li>• 065-C9CH Force Touch trackpad</li><li>• 065-C9CL Retina display with True Tone</li><li>• 065-C171 None</li><li>• 065-C172 None</li><li>• 065-C9DG Backlit Magic Keyboard – US English</li><li>• 065-C9DK Accessory Kit</li></ul> | 150 | \$1,079.00      | \$161,850.00        |
| 2     | <b>4-Year AppleCare+ for Schools – MacBook Air (no service fees)</b><br>Part Number: S8245LL/A   | 150 | \$229.00        | \$34,350.00         |

|                              |                     |
|------------------------------|---------------------|
| <b>Edu List Price Total</b>  | <b>\$196,200.00</b> |
| – eWaste Fee / Recycling Fee | \$600.00            |
| – Additional Tax             | \$0.00              |
| – Estimated Tax              | \$12,543.38         |
| – Total Tax                  | \$12,543.38         |

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