

THE COTTONWOOD SCHOOL

**Regular Scheduled Board Meeting
The Cottonwood School
November 21, 2019 – 6:00 pm
3840 Rosin Court #200
Sacramento, CA 95834**

AGENDA

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

21. Adjournment

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

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

NATIONAL HONOR SOCIETY

&

NATIONAL JUNIOR HONOR SOCIETY



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



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



The Cottonwood School had 4 new students inducted this year into NJHS



The Cottonwood School has 6 students in the program

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

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

The Cottonwood School had 7 new students inducted this year into NHS



The Cottonwood School has 8 students in the program

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

Senate Bill No. 126**CHAPTER 3**

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

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

LEGISLATIVE COUNSEL'S DIGEST

SB 126, Leyva. Charter schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EVIDENCE OF COVERAGE BOUND

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

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

Named Member:

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

Coverage Provided by (CP):

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

Core Liability Program

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

The Core Liability Program breaks down as follows:

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

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

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

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

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

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

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

CharterSAFE

Workers' Compensation

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

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

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

The Cottonwood School

2019-2020 Board Meeting Calendar

August 2019						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
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29	30					

October 2019						
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27	28	29	30	31		

November 2019						
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December 2019						
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29	30	31				

January 2020						
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February 2020						
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March 2020						
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29	30	31				

April 2020						
Su	M	Tu	W	Th	F	Sa
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May 2020						
Su	M	Tu	W	Th	F	Sa
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31						

June 2020						
Su	M	Tu	W	Th	F	Sa
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14	15	16	17	18	19	20
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28	29	30				

July 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	



Board Meetings

Sep 21	Board Training 9:00 am - 4:00 pm
Oct 24	Board Meeting 6:00 pm
Nov 21	Board Meeting 6:00 pm
Dec 10	Board Meeting

Jan 21	Board Meeting
Feb 18	Board Meeting
Mar 24	Board Meeting
April 21	Board Meeting
May 19	Board Meeting
Jun 16	Board Meeting



THE COTTONWOOD SCHOOL

Regular Scheduled Board Meeting - The Cottonwood School
October 24, 2019 – 6:00 pm
3840 Rosin Court #200, Sacramento, CA 95834

Attendance: Teresa Lyday Selby, Julisa Platte, Amanda Meagher
Absent: Josh Mottashed
Also Present: Bryanna Brossman, Julie Haycock, Jenell Sherman

Call to Order:

Julisa Platte called the meeting to order at 6:03 pm.

Public Comments:

None.

Approval of the Agenda:

Julia Platte motioned to approve the Agenda. Teresa Lyday Selby seconded.
-Unanimous.

Closed Session:

Julia Platte motioned to move into Closed Session. Teresa Lyday Selby seconded.
-Unanimous

Julia Platte motioned to exit Closed Session. Teresa Lyday Selby seconded.
-Unanimous.

There was nothing to report out from closed session.

Principals Report:

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

- Enrollment

Discussion and Potential Action on Appointment of Board Members:

The board was given an update from Julisa Platte about the search to find potential candidates to serve on the Board.

Discussion and Potential Action on the Board Meeting Minutes:

Teresa Lyday Selby motioned to approve the Board Meeting Minutes. Julisa Platte seconded.
-Unanimous.

Discussion and Potential Action on the August - September Financials:

Julia Platte motioned to approve the August - September Financials. Teresa Lyday Selby seconded.

-Unanimous.

Discussion and Potential Action on Bank Account Check Signers:

Julia Platte motioned to approve Julisa Platte and Julie Haycock as Bank Account Check Signers. Teresa Lyday Selby seconded.

-Unanimous.

Discussion and Potential Action on the Staff Handbook:

Julisa Platte motioned to approve the Staff Handbook. Amanda Meagher seconded.

-Unanimous.

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

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

-Unanimous.

Discussion and Potential Action on the Residency Policy:

Amanda Meagher motioned to approve the Residency Policy. Julisa Platte seconded.

-Unanimous.

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

Amanda Meagher motioned to approve the 9th Grade Math Placement Policy. Teresa Lyday Selby seconded.

-Unanimous.

Discussion and Potential Action on the Title IX Policy:

Teresa Lyday Selby motioned to approve the Title IX Policy. Amanda Meagher seconded.

-Unanimous.

Discussion and Potential Action on the Extended School Year Dates:

Amanda Meagher motioned to approve the Extended School Year Dates. Julisa Platte seconded.

-Unanimous.

Discussion and Potential Action on the Independent Study Policy:

Julisa Platte motioned to approve the Independent Study Policy. Amanda Meagher seconded.

-Unanimous.

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

Julia Platte motioned to approve the Board Resolution Approve the Testing LEA Representative. Teresa Lyday Selby seconded.
-Unanimous.

Discussion and Potential Action on the Vendor Agreement:

Teresa Lyday Selby motioned to approve the Vendor Agreement. Julisa Platte seconded.
-Unanimous.

Discussion and Potential Action on the Comprehensive School Safety Plan:

Teresa Lyday Selby motioned to approve the Comprehensive School Safety Plan. Amanda Meagher seconded.
-Unanimous.

Discussion and Potential Action on the EL Plan:

Teresa Lyday Selby motioned to approve the EL Plan. Amanda Meagher seconded.
-Unanimous.

Discussion and Potential Action on the Board Resolution to Approve the Principal's Salary:

Julia Platte motioned to approve the Board Resolution Approve the Principal's Salary. Teresa Lyday Selby seconded.
-Unanimous.

Discussion and Potential Action on the Conflict of Interest Code:

Julia Platte motioned to approve the Conflict of Interest Code. Teresa Lyday Selby seconded.
-Unanimous.

Adjournment:

Julisa Platte motioned to adjourn the meeting at 7:20 pm. Amanda Meagher seconded.
-Unanimous.

Prepared by:
Bryanna Brossman

Noted by:

Teresa Lyday Selby
Board Secretary

THE COTTONWOOD SCHOOL ACKNOWLEDGEMENT RESOLUTIONS

The undersigned, on behalf of The Cottonwood School, a California nonprofit corporation (the “Company”), hereby certifies that the resolutions set forth below were adopted by the Board of Directors (the “Board”) of the Company, in accordance with Section 5211 (a) of the California Nonprofit Corporation Law and the Bylaws of the Company, at a duly noticed meeting held on November 21, 2019, at 6:00 p.m., Pacific Time at _____, California. A quorum of the Board was present at the meeting. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Receivables Purchase Agreement.

Sale of Additional Receivables

WHEREAS, the Company receives and owns and will receive and own from time to time certain receivables or payments due from the State of California, El Dorado County, the El Dorado County Office of Education, the El Dorado County Superintendent of Schools, Buckeye Union School District, the Special Education Local Plan Area (“SELPA”), and/or the United States federal government (in each case, the “Payor”).

WHEREAS, the Company instructs the Payor, pursuant to the Payor’s policies and procedures, as to the location and manner of payment of the Company’s receivables.

WHEREAS, the Board previously authorized the sale of up to (i) \$9,000,000.00 of gross receivables value and (ii) \$7,750,000.00 of initial purchase (face value) to Charter School Capital, Inc. (“CSC”) and wishes to increase the amount authorized at this time;

RESOLVED: That the Board deems it to be in the best interests of the Company to authorize the Company to sell additional receivables and payments (the “Receivables”) to CSC at a discount to face value in an amount not to exceed the lesser of (i) \$25,000,000.00 of gross receivables value and (ii) \$21,000,000.00 of initial purchase (face value) for a total of (i) \$34,000,000.00 of gross receivables value and (ii) \$28,750,000.00 of initial purchase (face value).

RESOLVED FURTHER: That the Company is authorized and directed to sell the Receivables to CSC from time to time pursuant to one or more Receivables Purchase Agreements and related Terms Letters between the Company and CSC, substantially in the form reviewed by the Board, with such changes thereto consistent with these resolutions as an Authorized Officer of the Company shall approve, and including any amendments, supplements or modifications to the foregoing consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That each of Josh Mottashed, as President; Julisa Platte, as Treasurer; and Julie Haycock, as Principal (such persons and their duly elected and qualified successors, the “Authorized Officers”) is authorized and directed to execute and deliver, on behalf of the Company, the Receivables Purchase Agreements, the Terms Letters, the Paying Agency Agreements and/or Account Control Agreements, and subject to the limitations set forth herein, such other agreements and other documents and instruments as may be necessary or desirable to effectuate the sale of Receivables contemplated hereby, including, without limitation, agreements or documents as may be necessary to facilitate the sale of Receivables by CSC to an affiliate or third party to finance its purchase of the Receivables, and further including, without limitation, such amendments, supplements or other modifications to any or all of the documents described in this paragraph and consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That the Board of the Company deems it to be in the best interests of the Company to instruct the Payor, in the form provided by CSC, to make the payment of all revenues of the Company administered and paid by the Payor in the manner described in the applicable Receivables Purchase Agreement, the Terms Letter, Paying Agency Agreement and/or Account Control Agreements.

RESOLVED FURTHER: That any two Authorized Officers will execute instructions to the Payor, in the form provided by CSC, directing the payment of all revenues of the Company in the manner described in the Receivables Purchase Agreement, the Terms Letter, the Paying Agency Agreement and/or Account Control Agreements.

RESOLVED FURTHER: That the instructions described in the immediately preceding paragraph will not be altered in any manner nor any other instructions substituted in their place without the prior written approval of the two Authorized Officers and without the express written consent of CSC and that the Payor is to disregard any change in disbursement instructions that are not counter-signed by such two Authorized Officers and CSC.

RESOLVED FURTHER: That the Authorized Officers are, and each of them is, hereby authorized and directed, on behalf and in the name of the Company and subject to the limitations set forth herein, to make all such arrangements, to do and perform all such acts and things, and to execute and deliver all such instruments, certificates and other documents as he or she may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and the transactions contemplated thereby (hereby ratifying and confirming any and all actions taken heretofore and hereafter by such officers to accomplish such purposes).

The foregoing resolutions were passed by a vote of the Board of Directors and adopted at the meeting of the Board of Directors of the Company on the date referred to above, by the following vote:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

The undersigned certifies further that the foregoing resolutions have not been modified, amended or rescinded and are in full force and effect as of the date hereof.

THE COTTONWOOD SCHOOL

By: _____

Name: _____

Title: _____

Date: _____, 2019

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COTTONWOOD SCHOOL TENTATIVELY ADOPTING A
CONFLICT OF INTEREST CODE**

WHEREAS, The Cottonwood School (the “School”) is a California nonprofit public benefit corporation that operates a public charter school authorized by Buckeye Union Elementary School in El Dorado County; and

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

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

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

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

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

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

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

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of The Cottonwood School, a California nonprofit public benefit corporation, hereby certify as follows:

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

AYES:

NOES:

ABSTAIN:

ABSENT:

WITNESS my hand this _____ day of _____, 2019.

Secretary, The Cottonwood School

ATTACHMENT A
CONFLICT OF INTEREST CODE AND APPENDICES
OF THE COTTONWOOD SCHOOL

[See Attached]

THE COTTONWOOD SCHOOL

CONFLICT OF INTEREST CODE

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

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

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

APPENDIX A

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

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

APPENDIX B

Disclosure Categories

Category 1 Reporting:

Designated positions assigned to this category must report:

Interests in real property located in whole or in part within two (2) miles of any facility owned or leased by The Cottonwood School.

Category 2 Reporting:

Designated positions assigned to this category must report:

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

Category 3 Reporting:

Designated positions assigned to this category must report:

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the The Cottonwood School charter school:

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair/President

ATTEST:

Clerk/Secretary

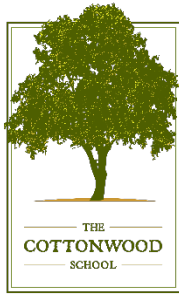
AB 2601 (2018) amended the California Healthy Youth Act (CHYA) to require that charter schools in California provide students with inclusive and comprehensive sexual health education and HIV prevention education (Education Code §§ 51930-51939). CHYA education must be provided at least once in middle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

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

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

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

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



Non-Compliance Policy and Procedures

The Cottonwood School 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 Cottonwood School Governing Board approving this Non-Compliance Policy is to accomplish the following:

1. Outline the Non-Compliance Process
2. Outline the Student's Responsibility to complete Work/Progress, Assignments/Work Samples, and/or Student Activity Logs
3. Outline the Parent's and Student's Responsibility to Schedule and Attend Monthly Learning Periods
4. Establish Communication Requirements for the Home School Teacher (HST).
5. Outline the Non-Compliance Procedures
6. Outline the Procedures for the HST when sending the First Non-Compliance Letter
7. Outline the Procedures for the HST when sending the Second Non-Compliance Letter
8. Outline the Procedures for the Administrative Conference Call
9. Establish the Non-Compliance Timeline/Checklist

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

could be determined that the family has not met the school's meeting expectations and the HST should start the Non-Compliance Process.

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

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

8. **Administrative Conference Call:** Without satisfactory resolution to the issues/concerns, the

HST will:

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

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

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

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

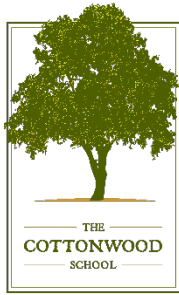
If the student or parent does not attend the Administrative Conference Call, the student could be withdrawn from the school by following the procedures in the school's withdrawal policy.

9. Non-Compliance Timeline/Checklist:

- Concern/Issue Arises
 - The HST will Call & Email Family (Communication Pair #1)*
- Wait 2 School Days
- Resolution – Stop Process
- If No Resolution Continue
 - The HST will Call & Email Family (Communication Pair #2)*
- Wait 2 School Days
- Resolution – Stop Process
- If No Resolution Continue
 - The HST will Call & Email Family (Communication Pair #3) + Send Non-Compliance Letter #1 (Certified Mail) Hold Instructional Funds*
- Wait 5 School Days
- Resolution– Stop Process
- If No Resolution Continue
 - The HST will Call & Email Family (Communication Pair #4) + Send Non-Compliance Letter #2 that includes Administrative Conference Call (Certified Mail)*
- Wait 5 School Days
- Resolution – Stop Process

- If No Resolution Continue
 - The HST will Hold Administrative Conference Call and determine best course of action*
- Follow school withdrawal policy, if applicable*

*Document in Contact Manager



Investigation of Inaccurate, Suspicious or False Addresses for Student Residency

The Cottonwood School may only enroll students that are residents of the State of California and residents of the following counties: El Dorado, Amador, Sacramento and Placer. As such, upon enrollment, the student's parent/guardian is required to provide proof of residency, either through presentation of permitted documents establishing residency, an Affidavit to Verify Residency Form, or a Parent Residency Affidavit Form.

If, thereafter, an employee of The Cottonwood School has reason to believe that the address provided by the parent/guardian is incorrect, was falsely reported, or is not longer valid and in line with The Cottonwood School's Residency Policy, every effort shall be made to ascertain the correct information. In order to initiate an investigation, The Cottonwood School's employee must document specific, articulable facts supporting the belief that the parent/guardian has provided false, inaccurate or unreliable evidence of residency.

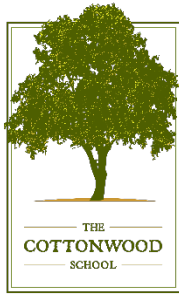
School staff have the right and obligation to conduct a thorough investigation (due diligence) in order for The Cottonwood School's Principal to take appropriate action.

Such an investigation shall include:

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

5. The Cottonwood School Principal or designee may review publicly available documents, in paper form or through an electronic database, to verify the address of students by a review of property records. This method shall not be used to verify residence for students living in apartments, under leases or subleases, in foster or probation placements or in homeless situations since this method would not verify these residency situations.
6. The investigation shall not allow for the surreptitious photographing or video-recording of pupils who are being investigated. "Surreptitious photographing or video-recording" means the covert collection of photographic or videographic images of persons or places subject to an investigation. The collection of images is not covert if the technology is used in open and public view.
7. At all times during an investigation, employees and contractors of The Cottonwood School engaged in the investigation shall identify themselves truthfully as such to individuals contacted or interviewed during the course of the investigation.

If a new address and residency is established and located outside of California or the following counties: El Dorado, Amador, Sacramento and Placer, the Principal or designee shall follow the policy and procedures providing notice and a right to a hearing identified in The Cottonwood School's Residency Policy.



Withdrawal Policy

The purpose of the The Cottonwood School Governing Board approving this Withdrawal Policy is to accomplish the following:

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

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

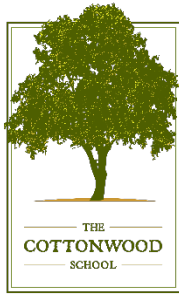
2. Procedures for Withdrawing a Student: The Cottonwood School shall send the parent/guardian/educational rights holder a notice of the The Cottonwood School's intention to withdraw the student from the School and the reasons for that decision. The notice will be sent at least five days prior to the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

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

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

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

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



Disenrollment Letter

Dear Parent/Guardian/Educational Rights Holder

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

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

Letter #1 Date: Month XX, 20XX

Letter #2 Date: Month XX, 20XX

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

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

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

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

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

VENDOR AGREEMENT

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



RECITALS

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

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

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

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

SECTION 1. TERM and TERMINATION.

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

SECTION 2. SERVICES.

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

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

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

SECTION 3. PAYMENT.

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

SECTION 4. GENERAL CONDITIONS FOR VENDOR PERFORMANCE.

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

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

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

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

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

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

SECTION 8. BACKGROUND CHECK AND SAFETY REQUIREMENTS.

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

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

SECTION 9. INDEMNIFICATION AND INSURANCE.

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

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

SECTION 10. CONFIDENTIALITY.

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

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

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

SECTION 12. DISPUTE RESOLUTION.

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

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

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

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

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

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

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

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

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

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

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

If to Vendor:

(Please fill in with your information)

Business: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

If to School:

Brooke Peterson

Vendor Administrator

13915Danielson St, #200

Poway, CA 92064

VendorSupport@inspireschools.org

(619) 749-1792

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

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

THE COTTONWOOD SCHOOL

VENDOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Detailed List of Vendor Services and Prices

Services Offered:

Grade Level and Price:

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

\$___ per

Semester	
Month	
Week	
Day	

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

\$___ per

Semester	
Month	
Week	
Day	

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

\$___ per

Semester	
Month	
Week	
Day	

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

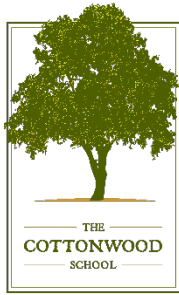
\$___ per

Cancellation & Refund Policy

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

Name of Owner/Director: _____

Signature: _____ Date: _____



Promotion, Acceleration and Retention Policy

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

The purpose of The Cottonwood School Governing Board approving this Promotion, Acceleration and Retention Policy is to accomplish the following:

1. Outline the Promotion Policy
2. Outline the Acceleration Policy
3. Outline the Retention Policy
4. Outline the Appeals Process for Parents
5. Establish the Process for IDEA/504 Students
6. Outline the Charter School Rights

- 1. Promotion Policy:** K-8: Each K-8 student will be enrolled in four core subjects: Language Arts, Mathematics, Science, Social Studies, and include enrichment opportunities like art, music, athletics, world languages, technology, field trips, and virtual and in-person community and social experiences, providing a well-rounded education. Students shall progress through the grade levels by demonstrating growth in learning and meeting grade level standards.

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

Required Courses for All High School Grade Levels*:

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

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

Four-Year Plan for High School Students: Supervising Teachers develop a four-year individual graduation plan (IGP) for each high school student. The IGP will be reviewed by

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the Guidance Counselor and/or Regional Administrator and revisited annually (unless necessary due to mid-year course changes). The four-year individual graduation plan will include:

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

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

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

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

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

A statement, signed by the district and parent/guardian, is placed in the official school records for these five-year-olds who have been advanced to first grade (EC Section 48011).

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This action prevents a subsequent audit exception for first grade placement of an *age-ineligible* student.

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

Parent:

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

Teacher:

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

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

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

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

- 3. Retention Policy:** The Charter School is committed to making individual decisions on grade retention based on the long-term, best interest of the individual student. Staff is committed to helping all students realize their fullest potential, including remediation for students that are experiencing difficulty. To that end, retention may be appropriate for a student experiencing extreme academic difficulty or serious health or family emergencies. Typically, retention is

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considered after various other remediation steps have been employed by student's teacher(s) and academic team with insufficient success. Special consideration will be given to students with limited English proficiency and those with a special education IEP. Students may be retained only once in their K-8 school career. **After careful analysis of evidenced based instruction and intervention, retention is considered for the next school year.**

Kindergarten Retention Criteria:

Students can also be retained in grade K based upon current law. Kindergarten students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the district agree that the student shall continue in kindergarten for not more than one additional school year based on student progress on the Individualized Learning Plan. (Ed Code 48011). Whenever a student continues in kindergarten for an additional year, the School Staff shall secure an agreement, signed by the parent/ guardian, stating that the student shall continue in kindergarten for not more than one additional school year. (Ed Code 46300)

Grades 9-12 Retention Criteria:

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

Grades 1-8 Retention Criteria:

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

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

Step	Timeline
1. Teacher or parent recommends retention consideration for student.	Teacher – By the last day of fall semester By January 1

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	Parent – By the last day of fall semester By January 1
2. Remediation steps occur, including, but not limited to: **SST meeting **Academic screenings **Multi-tiered Systems of Supports, includes Tier, 1, Tier 2, and Tier 3 intervention **Curriculum modifications- intervention **Additional Testing- **Coordinated outside services- **Teacher “at risk” assistance-	Teacher – September-March April 15th
**School and home coordinated program	
3. Academic Team meets to review student progress. Team includes:- **Teacher- **School Administrator **Other teachers- **Parent- Additional remediation steps can be considered	Teacher/Academic Team – March
3.4. Team meets to make recommendations regarding grade placement of student for the next school year. Factors: **Teacher Recommendation **Parent analysis **Grades **Test Data – Benchmark, SBAC, assessments **Cumulative Record **Social factors	Teacher/Academic Team-May

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5. School Administrator makes decision and informs parent or guardian.	School Administrator – Mid-June , Before the school year has ended.
--	--

4. **Appeals and Parent Rights:** Parents have the right to appeal a decision made by the Academic Team. If a parent wishes to appeal, they would complete the following steps:
 - Appeal to School Administrator in writing.
 - School Administrator responds within two (2) weeks.
 - If not resolved, parents may appeal to the School Board at the next regularly scheduled board meeting.
 - The School Board meets in a closed session and will send the parent or guardian a response in writing

5. **IDEA/504 Students:** Students who participate in special education/504 plans have their education program and decision making process affected by state and federal regulations; therefore, decision-making in the area of grade promotion/retention is first governed by state and federal requirements.

6. **The Charter School Rights:** The policy adopted pursuant to this section shall be adopted at a public meeting of the Governing Board of The Charter School. Nothing in this section shall be construed to prohibit the retention, promotion or acceleration of a pupil not included in grade levels identified in this policy, or for reasons other than those specified for pupils at risk for retention, if such retention is determined to be appropriate for that pupil. Nothing in this section shall be construed to prohibit the Governing Board from adopting promotion, acceleration and retention policies that exceed the criteria established in the California Ed. Code 48070.5, Promotion or Retention of Pupils.

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

ENGLISH LEARNER MASTER PLAN 2019-2020





Table of Contents

Topic	Page(s)
Introduction	3
Initial Identification: Registration and Home Language Survey	3-4
Assessment: English Language Proficiency/Primary Language Assessment	5-6
Parent Notification of Results	7-8
Program Placement/Instructional Program	8-9
At Risk EL Students & LTEL's	9
Staffing and Professional Development	9-10
Initial ELPAC-ELAS Correction Policy and Process	10
Reclassification Policy and Procedures	10-12
Reclassification of ELs with Disabilities	13
RFEP Monitoring	13
Appendix	
Initial ELPAC Notification Letter	14-15
Intervention and Support Options for Parents	16-17
Evidence Form-Initial ELPAC-ELAS Correction	18
Reclassification Form	19-20
Parent Notification of Reclassification Letter	21
RFEP Monitoring Form	22-23
Reclassification Form for ELs with Disabilities	24-26



Master Plan for Services to English Learners

2019-2020

The Cottonwood School aims for outstanding programs for all our students. English Learners have enormous challenges but also have the opportunity to develop the asset of bilingualism within a global community. They face the double task of learning the challenging state standards and mastering a new language.

To make sure we reach optimal results for English Learners we developed this Master Plan to ensure that they learn English, have full access to a challenging academic curriculum, and that they build the multicultural proficiency that is necessary in today's complex and challenging world. This plan is a practical guide for all staff to ensure that we provide consistent, coherent services to each and every English Learner in our school. We are all expected to follow the plan, and it provides specific ways for us to hold ourselves accountable for obtaining optimal results.

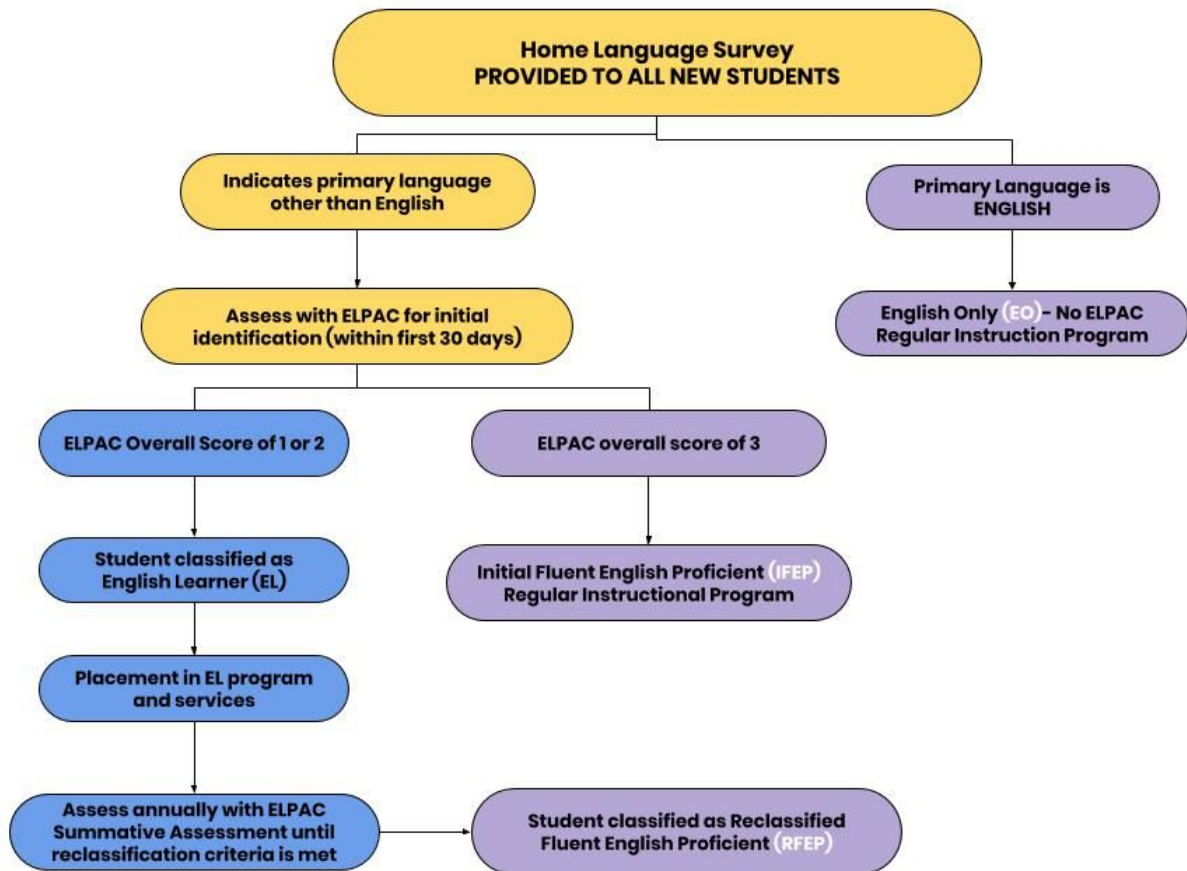
This plan describes how we identify, serve and support students who initially enroll in our school with limited proficiency in the English language. The plan sets forth five goals for this work:

1. English Learner (EL) programs will be fully implemented.
2. Parents of English Learners and Reclassified Fluent English Proficient Students (RFEPs) will participate meaningfully in their children's education.
3. English Learners will master the English language as efficiently and effectively as possible.
4. English Learners will achieve academic success comparable to English Only (EO) students.
5. English Learners and Reclassified Fluent English Proficient Students will be at no greater risk for school failure than English Only Students.

Identification Tools:

- Home Language Survey upon enrollment

- Additionally, look in CALPADS and cumulative folders



Step 1: Registration, including Completion of the Home Language Survey

Upon enrollment, parents complete a Home Language Survey or HLS as required by state law. This survey is completed the first time the parent enrolls the child in The Cottonwood School and the results are maintained thereafter in the charter school's student information system and the English Learner folder in the child's cumulative record (CUM).

If the answers to Items 1, 2, 3 on the HLS are "English", the child is classified as English Only or EO. The parent is notified of the result and is given an explanation of the placement options open to the student. The default option is Mainstream English.

If Item 1, 2, or 3 on the Home Language Survey is answered with a language other than English, the child is tested for English proficiency. (Continue to Step 2)

However, if the parent's response to the first three questions on the HLS is English, and the response to the fourth question is other than English, then reasonable doubt may exist as to the student's home language. If there is evidence of significant non-English exposure, then the pupil must be administered the state English language proficiency assessment, currently



known as the English Language Proficiency Assessments for California (ELPAC). The parent will be consulted by a certificated staff member regarding the need to administer the assessment, the results, and the subsequent program placement of the child.

NOTE: When reasonable doubt is established, the school must annotate the HLS to document the reasons for ELPAC administration. The school administrator/designee must sign and date the annotations provided.

The parent has the right to amend the HLS at any time. However, if the student has already been administered the initial ELPAC, any changes to the HLS will not affect the student's official language classification. If the parent amends the HLS prior to initial ELPAC administration, the school must honor the changes made while continuing to take reasonable doubt into consideration, given the probable impact of the change relative to the parent's or student's observed linguistic behavior.

Parents who enroll their child in Pre-Kindergarten must complete the HLS as part of the enrollment process. The first HLS (e.g., Pre-K) on file for a student supersedes all HLS forms completed at later times. Therefore, the answers provided on the **initial** HLS are documented permanently in CALPADS.

Assessment		
Initial ELPAC	Within 30 days of enrollment	July 1-May 30
Initial ELPAC score report and Notification Letter will be mailed, after testing. See Appendix 1		
Summative ELPAC	Given to current EL students	Feb 1- May 30

Step 2: English Language Proficiency Assessment

State regulations require that if the student's Home Language Survey indicates that a language other than English is used at home in Item 1, 2, or 3, the student's English language proficiency level must be assessed within 30 calendar days of initial enrollment.

The ELPAC is a standardized language proficiency test designed to measure the English proficiency of non-native speakers in four areas: Listening, Speaking, Reading and Writing. The child receives a score for each part of the test that is taken (Listening, Speaking, Reading, and Writing) as well as an overall score. The score types include scale scores and proficiency levels.

School staff calculates a preliminary score for the purpose of determining the default program and placement options. These results, including proficiency level results for each subtest, are



communicated to the parent on the Parent Notification of English Language Testing Form. The assessment is also forwarded by the Director of Testing and Assessments to the test publisher for official scoring. These official results override the informal scoring if the scores differ. The official results are sent to the parent within 30 days of receipt by the school. ELPAC results are maintained in the student's English Learner folder inside the cumulative folder, and in the school's student information system for future use in the monitoring of student progress and in the program evaluation.

If an Individual Education Plan (IEP) team has determined that a student is unable to take all or part of the ELPAC, the student will be given a California Department of Education (CDE) approved alternative assessment.

On the basis of the English language assessment, students are classified as either English Learner (EL) or Initially Fluent English Proficient (IFEP).

Criteria for reasonable fluency in English

Level	Description
Initial Fluent English Proficient [IFEP]	Students at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the "Bridging" proficiency level as described in the 2012 <i>California English Language Development Standards, Kindergarten Through Grade Twelve</i> (2012 ELD Standards).
Intermediate English Learner	Students at this level have somewhat developed to moderately developed oral (listening and speaking) and written (reading and writing) skills. This level captures a broad range of English learners, from those who can use English only to meet immediate communication needs to those who can, at times, use English to learn and communicate in meaningful ways in a range of topics and content areas. They may need some degree of linguistic support to engage in familiar social and academic contexts (depending on the student, the level of support needed may be moderate, light, or minimal); they may need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the entire "Expanding" proficiency level and to the lower range of the



	"Bridging" proficiency level as described in the 2012 <i>ELD Standards</i> .
Novice English Learner	Students at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the "Emerging" proficiency level as described in the 2012 <i>ELD Standards</i> .

NOTE: Students classified as IFEP are not eligible to receive EL services and will receive grade-level instruction in an instructional program designed for Native-English and Fluent-English speakers.

IFEP Students - The parents of IFEP students are informed of the results and given the same program options as those given EO students- the default program is Mainstream English. Placement is made on the same basis as for EOs.

English Learners proceed to primary language assessment. Parents of ELs will be notified each year of their child's current language classification along with the annual assessment results. A student will remain an EL until he or she has met the criteria for reclassification.

Parent Notification

- Results of assessments
- Student Placement

Step 3: Parent Notification of Results

Parent Notification of Initial Assessment Results and Program Placement

Parents of students (ELs and IFEPs) who are administered the **initial** ELPAC will receive official notification informing them of their child's:

- Initial English language proficiency level and how it was assessed
- Official language classification
- Instructional program placement

In addition to the above, parents must also receive information regarding the:

- Various instructional program options, educational strategies, and educational materials to be used in each program
- Reclassification, or program exit, criteria



- Instructional program for ELs with a disability (with an IEP) and how such a program will meet the objectives of the IEP
- Expected rate of graduation for ELs

Parent Notification of Annual Assessment Results and Program Placement

Program Placement/Instructional

- **English Language Mainstream (ELM)**—A classroom setting for English learners who have acquired reasonable fluency in English, as defined by the school district. In addition to ELD instruction, English learners continue to receive additional and appropriate educational services in order to recoup any academic deficits that may have been incurred in other areas of the core curriculum as a result of language barriers.
- Core Instruction in English
- Daily Leveled ELD for 30 – 60 minutes based on the student need and level independently at home through English at a Flash (STAR360) program with teacher monitoring progress.
- SDAIE strategies/vocabulary development will be embedded in curriculum and enhanced with teacher support in person or online sessions. One to three, half-hour sessions. (SDAIE Strategies for English Learner Intervention is attached).
- Monitor student progress and evaluate program regularly.
- Designated ELD Direct Instruction Classes—via a virtual online platform.
- Pathblazer for math and reading support
- Reading Horizons—this program provides an assessment of the student, then offers differentiated and individualized assignments to help them build foundational skills in English language.
- Reading Eggs- provides a comprehensive range of research-based online reading lessons, activities and books that teach children aged 2–13 the literacy skills needed for a lifetime of reading success. The comprehensive reading program is grounded in solid educational research and covers the five pillars of reading – phonics, phonemic awareness, vocabulary, comprehension, and fluency.
- In addition, any other school-provided online programs.

Step 4: Program Placement

The following process is used to identify the most appropriate program for the English Learner. ELPAC results indicate whether the student is *reasonably fluent in English* or not.

The criteria for reasonable fluency in English are the same as the criteria for “Probably English Proficient” in the ELPAC Scoring Guide. They include:

1. Student’s *overall* proficiency level is Early Advanced or higher, *and*
2. Proficiency in *each* skill area is Intermediate or higher. The skill areas are Listening, Speaking, Reading, and Writing (Kindergarten through 12th grade).



If the child is *reasonably fluent in English* by these criteria, then the default placement is the *mainstream English program*. Additional support services may be recommended, as appropriate. The child will normally continue in this placement until reclassified. Support services in the mainstream program must include English Language Development and may include one or more of the following:

- Content instruction using SDAIE strategies
- Specialized instruction by an English Learner Development teacher
- Participation in Benchmark, Strategic, or Intensive interventions in variety of setting based on student need
- McGraw Hill Flex Curriculum (EL supports based on Level)

AT RISK EL STUDENTS & LTEL's (Long Term English Learners)

The Cottonwood School will annually run a list of the at risk ELs (4-5 years as an EL) and our LTELs (6+ years as EL) and work with HSTs to strongly encourage the following supports:

- * Automatic access to EIAF
- *Virtual Reading Comprehension virtual classes offered by qualified instructors
- *Reading Horizons option
- *Pathblazer interventions
- *ELD Support Class option
- *Rosetta Stone English
- *School's EL designee will collaborate with HSTs and parents to determine best practices to encourage and support each student to show English fluency and be able to reclassify

STAFFING

Per state and federal law all teachers of our EL students hold a valid CA teaching credential with authorization to instruct English Learners. This CLAD or English Learner authorization is met through coursework completion, passing scores on the 3 CTEL examinations. EL students are not assigned to teachers who have not yet earned this authorization, or, as in the case of a new teacher, with a preliminary credential, who is still working to clear their credential. The Cottonwood School will:

- Ensure appropriate assignments of teachers for English Learners
- Recruit qualified EL certified teachers through position postings
- Assure that teachers hold proper California Teacher Credentialing (CTC) authorizations
- Provide opportunities for teachers who do not hold appropriate certification to enroll in training

PROFESSIONAL DEVELOPMENT FOR STAFF AND ADMINISTRATORS ON INITIAL IDENTIFICATION, PLACEMENT, AND RELATED PARENTAL RIGHTS/INFORMED CONSENT



The Cottonwood School is committed to providing ongoing annual professional development for administrators and staff, including special education teachers and staff, on legal requirements and district procedures relating to the implementation of the identification and placement requirements of this *English Learner Master Plan*, including but not limited to:

- Initial identification
- Placement options and procedures
- Communicating assessment results to families effectively
- Parental rights and informed consent regarding initial identification and placement, including the parental exception waiver process.

Those who must participate in the training include but are not limited to: administrators, teaching staff, counselors, Enrichment Center staff, staff members who work with ELs' student records, office staff members responsible for registration, special education teachers, paraprofessionals and specialists, and other support staff as necessary. The training places special emphasis on sensitivity to parents, including how to make parents feel welcome, and how to ensure that they are truly informed and able to take an active role in the process of determining the appropriate instructional program for their child.

INITIAL ELPAC-ELAS CORRECTION POLICY AND PROCESS

Local Educational Agencies are allowed to make one correction per student per lifetime to an English Language status. This process can be used if a parent/guardian or certificated employee of the LEA requests a review of the student's classification on the basis of the results of the Initial ELPAC. Typically, the process will be used if a parent/guardian or certificated employee can provide evidence that a student who was classified as English Learner (EL) after taking the Initial ELPAC should be classified as Initially Fluent English Proficient (IFEP). This process must occur before the first administration of the Summative ELPAC starting in February.

If a student was tested with the initial ELPAC and was designated EL but, based on evidence and observation, you feel that they are proficient in English, the HST can request a status correction to IFEP (Initially Fluent English Proficient).

1. HST submits the Google Survey--ELAS Correction Request for Initial ELPAC; found in the EL Resources Folder.
2. If the request is approved for further review, HST will receive an Evidence Form and info sheet.
3. HST and family review the examples of possible evidence for student's grade span.
4. HST and family gather appropriate, grade-level evidence in all domains to illustrate student's English Language Proficiency
5. Complete the Evidence Form, signed by HST and Parent, then email, along with evidence, to Director of ELD.



RECLASSIFICATION

The Cottonwood School reclassifies EL students to Reclassified English Fluent Proficient (RFEP) at the point when specialized language and academic support services are deemed no longer needed for ELs to be successful in their educational program at a level commensurate to non-ELs. This decision is made using criteria that include assessment of English language proficiency using the ELPAC, Smarter Balanced Assessment Consortium (SBAC) or California Alternative Assessment (CAA) scores in English-Language Arts, teacher evaluation, and parent consultation.

Once ELs are reclassified, they retain RFEP status for the rest of their educational careers. However, the academic progress of RFEP students must be monitored for a minimum of four years, as required by state and federal guidelines, and if their continued linguistic and academic performance declines or stalls, interventions are provided to ensure that these students reach and maintain grade level academic proficiency. A full description of the reclassification process is detailed below.

ELPAC proficiency level, in addition, common, grade-level standards-based assessments and English language development (ELD) assessments are examined to determine if the student is able to function at a level commensurate with his or her English-speaking peers.

Reclassification Policy, Criteria, and Process:

The Cottonwood School's Director of ELD, in conjunction with teacher input, will specifically evaluate students who are potentially qualified for reclassification. This will occur upon release of ELPAC scores by the state.

Per California Department of Education recommendations and requirements, EL Reclassification will be based on the following four criteria:

- 1) ELPAC Score - Student must have an Overall Performance Level score of 4 (the statewide standardized ELP criterion), with no more than one subscore of 2.
- 2) Teacher Evaluation - Student progress as observed by the teacher, as well as student's grades/progress indicators in math and English. Grade must be a C or higher in both courses. Progress in standards must be Meeting or Exceeding Expectations.
- 3) Parent Opinion and Consultation - Parents will be invited to and are strongly encouraged to participate in a phone conference, as noted in Parent Notification Letter of Reclassification.
- 4) English Language Proficiency - EL student's English language proficiency will be compared with that of an English Proficient Student. This will take the form of the AR



STAR Assessment and SBAC scores. The cut score requirements/criteria are indicated in the chart below.

- 5) Math Proficiency- EL students should be performing at or above grade level in math. Student should perform at standard nearly met on SBAC math and/or have a Min. Math score for STAR 360 that is provided in the chart, per grade level.

Grade	Minimum ELA SBAC Score	Minimum Reading Score on STAR360	Minimum Math SBAC Score	Minimum Math Score on STAR360
TK/K	n/a	50	n/a	n/a
1st	n/a	71	n/a	240
2 nd	n/a	182	n/a	396
3 rd	Standard nearly met	323	Standard nearly met	482
4 th	Standard nearly met	424	Standard nearly met	567
5 th	Standard nearly met	525	Standard nearly met	634
6 th	Standard nearly met	626	Standard nearly met	699
7 th	Standard nearly met	713	Standard nearly met	736
8 th	Standard nearly met	847	Standard nearly met	767
9 th	n/a	925	n/a	780
10 th	n/a	981	n/a	782
11 th	Standard nearly met	1026	Standard nearly met	803
12 th	n/a	1141	n/a	817

Process

1. The ELD coordinator will complete the Reclassification Form for students who meet the first criteria. (Appendix 2).
2. Form will then be sent to the teacher for further input and completion of grades, test scores, etc.



3. If a student meets criteria 1, 2, and 4, a Parent Notification Letter of Reclassification will be sent to the parents, inviting them to a phone conference where they can consult with the Director of ELD and/or teacher, and their child. See Appendix 3
4. At this point, if everyone is in agreement, student is then redesignated RFEP.
5. If a student has not met criteria 1, 2, or 4, they will remain EL and will be reevaluated the next school year.

RECLASSIFYING ENGLISH LEARNERS WITH DISABILITIES

The reclassification criteria and process are the same for Special Education students being considered for reclassification, except in those cases where the IEP team feels that the student's disability, more so than a language barrier, is the reason why the student is not qualifying for reclassification. In such cases, it is the responsibility of the IEP team, case carrier, or teacher to initiate contact with the Director of ELD to consider the alternative reclassification criteria and form. The IEP team, to include parent and the Director of ELD, will discuss and complete the form. If the student is found to meet these criteria, he/she will then be reclassified to RFEP and four-year monitoring will commence, as with all other RFEP students. See Appendix 4

RFEP Monitoring

Per the California Department of Education requirements, once a student is reclassified as RFEP, they are no longer required to take the summative ELPAC, but there is a requirement for four years of continued monitoring of that student.

The Cottonwood School will monitor RFEPs once per year over the course of the four years, using the Reclassification Monitoring form. Below is the RFEP Monitoring Schedule, based on student last name:

RFEP Monitoring Schedule

Student's Last Name	Monitoring Month, Annually for Four Years	Student's Last Name	Monitoring Month, Annually for Four Years
A-C	October	M-O	February
D-F	November	P-R	March
G-H	December	S-V	April
I-L	January	W-Z	May



If at any point the student is scoring below grade level, intervention measures will be put in place, so as to ensure that the student is receiving as much support as possible, toward maintaining English language proficiency and academic growth. See Appendix 5

INITIAL ELPAC NOTIFICATION LETTER

To the parent(s)/guardian(s) of: <Last_Name>, <First_Name> Date: <Date_Testing_Completed>

SSID: <SSID> Date of Birth: <Date_of_Birth> Grade: <Tested_Grade>

Dear Parent(s) or Guardian(s): When your child enrolled in our school, a language other than English was noted on your child's Home Language Survey. The law requires us to assess your child and notify you of your child's proficiency level in English. In California, the name of the test is the Initial English Language Proficiency Assessments for California (ELPAC). This letter also explains the criteria for a student to exit, or reclassify out of, the English learner program. (20 United States Code Section 6312[e][3][A][i],[v],[vi])

Language Assessment Results

See enclosed Student Score Report

Based on the results of the English language proficiency assessment, your child has been identified as an <Calculated_ELAS> student.

Program Placement

If your student was identified as **IFEP**, he/she is assigned to a regular academic program, will not need to participate in an English language instructional support program, will not be designated as an English Learner (EL student), nor will he/she need to take the ELPAC exam again. Please note, that this does not change your student's homeschool teacher.

If your student was identified as an **English Learner (EL)**, he/she has been assigned to an appropriate English language instructional support program based on the results. The goal of this program is to help your child become proficient in English and succeed in the school's academic curriculum. Instructional support is added by your child's teacher as needed, according to the ELPAC results. Please note, that this does not change your student's homeschool teacher.





Exit (Reclassification) Criteria

The goal of language acquisition programs is for students to become proficient in English as rapidly as possible and to meet state academic achievement measures. This district's exit (reclassification) criteria are listed below.

(20 U.S.C. Section 6312[e][3][A][vi])

Required Criteria (California <i>Education Code</i> [EC] Section 313[f])	LEA Criteria The Cottonwood School EL Master Plan
English Language Proficiency Assessment	Overall Performance Level score of 4 (the statewide standardized ELP criterion) with no more than one subscore of 2 in the domains of reading, writing, listening and speaking.
Teacher Evaluation	Student progress as observed by teacher, as well as student's grades/progress indicators in math and English. Grade must be a C or higher in both courses. Progress in standards must be Meeting or Exceeding Expectations.
Parental Opinion and Consultation	Parents will be invited to and are strongly encouraged to participate in a phone conference, as noted in Parent Notification Letter of Reclassification.
Comparison of Performance in Basic Skills	EL student's English language proficiency will be compared with that of an English Proficient Student. This will take the form of the STAR 360 Assessment and SBAC scores.



Intervention and Support Options

In addition to the instructional support provided by your homeschool teacher, Clarsville Charter School offers MTSS and other programs to help your student with their English fluency and academic achievement goals through a multi-tiered system of supports (MTSS).

Response to Instruction and Intervention through the Multi-Tiered System of Supports (MTSS)

The school will provide intervention for all students TK-12. The following descriptors provide an overview of specific interventions to support ELs. Intervention for Long Term ELs is the responsibility of the Home School Teachers as well as the entire intervention team.

Tier 1 intervention: Provided until proficiency goal is reached

- The general education teacher begins and/or provides Tier 1 level supports on a class/roster-wide basis. Additionally, the teacher ensures that the students are working in evidence-based curriculum. To complement the evidence-based curriculum, parents and students have access to high quality, school created direct instruction video libraries. The video libraries meet the needs of academic intervention and success. Video libraries are also offered for speech production, stuttering (fluency) and spoken language. These video libraries educate the parents/learning coach on developmental milestones. They also guide the parent/learning coach or HST specifically on how to support the student within the general education program with strategies they can start using immediately.

Tier 2 Intervention: Provided for students who have not yet reached proficiency through Tier 1 interventions

- Tier 1 plus online Interventions, as well as video libraries and direct instruction offered through Tier 2.
- Long Term ELs will continue to receive intensive intervention during direct virtual English Language Development instruction.
- Students receive direct virtual instruction.

Tier 3 Interventions: Provided for students who have not reached proficiency through Tier 2 strategies

- Tiers 1 and 2 Interventions, plus
- Direct Individual virtual instruction and intervention program
- Long Term ELs receive additional small group direct virtual or one-on-one assistance during the virtual intervention instruction.
- Long Term ELs receive additional intervention through an online program

Tier 4 Intervention: Provided for students who have not reached proficiency through previously administered intervention strategies

- Students who do not show progress after a designated time will be recommended to a Student Study Team with possible recommendation for Special Education testing.

Additional Online Programs:

1. **English in a Flash**—is an intervention component of Star 360. All students who are designated EL have automatic access. Students access this program through Renaissance Place (same platform as Star 360); the username and password are also the same as that for Star 360.



2. **Curriculum supplemental support**—check with student’s chosen curriculum platform, as some have a built-in ELD/intervention component. For example, Edgenuity students can access MyPath.
3. **Pathblazer**—this program can be used for intervention in math and reading. This eligibility is dependent on their star360 scores and is only given to students who score in the yellow intervention or red urgent intervention categories.
4. **Reading Horizons**--When a student is more than 2 grade levels behind in ELA. This is also a great support for EL students
5. **Learning Ally**—this program is an audiobook program that reads books to students so that they can hear what it should sound like, as it is read by an English fluent person.
6. **Reading Eggs**--instructs students in the five core literacy areas outlined by the National Reading Panel as essential components of reading instruction. These include: Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension. It develops essential reading skills in a progression that will take a non-reader through to a grade 2 reading level.



Evidence Form

Initial ELPAC Correction: Correcting ELAS from EL to IFEP

HST Name: _____

Student Name: _____

SSID: _____ Scope: _____

List of evidence attached:

Reading	Writing
Listening	Speaking

Additional teacher comments and observations:

--

Teacher Signature: _____

Date: _____

Parent Signature: _____

Date: _____

Final Outcome: Student ELAS will be corrected to IFEP: Yes No

EL Coordinator: _____

Date: _____

Complete all information below and email along with evidence documentation to Stacy Close at sclose@inspireschools.org.



English Language Learner Reclassification Form

Student Name:	Grade:
Teacher Name:	Date:

1. ELPAC Scores

2. English Language Proficiency/ Academic Performance

Overall Score		Comparison Data	English	Mathematic
Subscores: Reading		Grades/Progress Indicators		
Writing		SBAC Scores		
Listening		STAR360 Scores		
Speaking		Other		

3. Teacher Evaluation

--

4. Parent Opinion

--

Final Outcome: Student will be reclassified: Yes No



Teacher Signature:

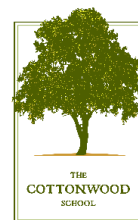
EI Coordinator:

Parent Signature:

Official RFP Date:



The Cottonwood School
7006 Rossmore Lane
El Dorado Hills, CA 95762



Parent Notification Letter of Reclassification

Date:

Dear Parent/Guardian of _____

State and federal laws require all school districts in California to give a state assessment of English proficiency each year to every student who is identified as an English Learner. The assessment is called “English Language Proficiency Assessments for California (ELPAC).” The results of the ELPAC help to measure how each student is progressing toward proficiency in English in the areas of listening, speaking, reading, and writing.

Your child has been given the ELPAC for this year. Scores are in and based on your child’s performance on this test, your child may be Reclassified as Fluent English Proficient (RFEP). In addition to the ELPAC scores, criteria used to make this decision include:

- an evaluation of your child’s academic performance by the teacher,
- your child’s English proficiency as measured by Smarter Balance Assessment (SBAC), Star 360 and/or iReady assessment
- your opinion as the parent/guardian regarding your child’s proficiency in English and readiness to be reclassified.

You are invited to contact me on the number below for a phone conference, so that we may discuss and decide on your child’s readiness and overall qualification for reclassification. Questions regarding the ELPAC or your child’s results may be directed to me as well.

We urge you to make this contact and hold this conference as soon as possible. Together we can make decisions that are in the best interest of your child.

Sincerely,

Stacy Close
English Learner Coordinator
The Cottonwood School
1-916-671-0662
sclose@inspireschools.org



English Language Learner RFEP Monitoring Form

Student Name:	Grade:	Evaluation Interval: Year 1 Year 3 Year 2 Year 4
Teacher Name:	Date:	RFEP Date:

Academic Achievement		
	English	Mathematics
Classroom Grades		
SBAC Scores		
STAR 360 Scores		
Other		

Was academic performance satisfactory? Yes No

Are intervention strategies necessary? Yes No

Target Intervention (if required)		
Specific Academic Need:	Description of Specific Intervention:	Performance Target (SMART Goal):
Specific Academic Need:	Description of Specific Intervention:	Performance Target (SMART Goal):
Specific Academic Need:	Description of Specific Intervention:	Performance Target (SMART Goal):



Additional Comments/Information

Teacher Signature

Date

Parent Signature

Date

EL Coordinator or Designee

Date



Reclassification Form For English Learners with Disabilities

Student Name:	Grade:
Teacher Name:	Today's Date:
Primary Disability:	Date of last IEP:
Secondary Disability	

1. **Indicate which assessment the student took:** ELPAC_____ Alternate Version _____

2. **ELPAC Scores**

3. **English Language Proficiency/ Academic Performance**

Overall Score		Comparison Data	English	Mathematic
Subscores: Reading		Grades/Progress Indicators		
Writing		SBAC Scores		
Listening		STAR360 Scores		
Speaking		Other		

4. Has student met language proficiency criteria as assessment by ELPAC? Yes___ No___

5. Does the IEP/reclassification team believe the student's disability impedes the student's ability to demonstrate English proficiency on the ELPAC? Yes___ No___

6. **If so, in which domains?** Reading_____ Writing_____ Listening_____ Speaking_____



Provide an explanation below by using the following criteria to help determine if factors other than English Language Proficiency are responsible for limited achievement on the ELPAC and/or ELA:

_____ Student's performance is commensurate with the student's ability, due to the student's learning disability.

_____ Student's performance is commensurate with that of peers who have a similar learning disability and are NOT English Learners.

_____ Student's errors are indicative of the student's disability versus a language barrier.

_____ Other/also:

7. Was an English proficiency goal written into the student's IEP?

Yes _____ No _____

8. Did the student meet the English proficiency goal?

Yes _____ No _____

9. Is it the belief of the IEP/reclassification team that the student has reached an appropriate level of English proficiency and should be reclassified?

Yes _____ No _____

10. Teacher Evaluation

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11. Parent Opinion

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Final Outcome: Student will be reclassified: Yes ____ No ____

Teacher Signature:	EL Coordinator
Parent Signature:	Official RFEP Date:
Case Carrier:	IEP Team Member:
IEP Team Member:	IEP Team Member: