



MEETING AGENDA - iLEAD Agua Dulce Board

Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all of the Board members shall be available for public inspection at the main office of the school between 9:00 am and 3:30 pm.

Meeting

	Special meeting
Meeting Date	Tuesday, July 27, 2021
Start Time	6:00 PM
End Time	6:30 PM
Location	Due to social distancing, this meeting will be held virtually. You may join the meeting on ZOOM at: Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Employee Guidebook - Revised Acton Agua Dulce Unified School District MOU - Revised Acton Agua Dulce Lease Agreement Independent Study Policy - Revised

Meeting documents

- iLEAD_AguaDulce_Guidebook_21_22 Redline (1).pdf
- iLEAD AD and AADUSD Lease.pdf
- _iLEAD AD and AADUSD MOU.pdf
- AD_ Independent Study Policy(5245720.1) (002) 2.pdf

Agenda

1. Opening Items

1.1. Call The Meeting To Order	(6:00 PM - 6:00 PM)
1.2. Roll Call	(6:00 PM - 6:00 PM)
1.3. Approve Agenda	(6:00 PM - 6:00 PM)

2. Public Comments

2.1. Public Comments	(6:00 PM - 6:00 PM)
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The public may address the iLEAD Agua Dulce governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.

3. Action Items

3.1. Employee Guidebook - Revised	(6:00 PM - 6:00 PM)
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Due date: 7/27/2021

Documents

- iLEAD_AguaDulce_Guidebook_21_22 Redline (1).pdf

3.2. Acton Agua Dulce Unified School District MOU - Revised

(6:00 PM - 6:00 PM)

Due date: 7/27/2021

Documents

- _iLEAD AD and AADUSD MOU (1).pdf

3.3. Acton Agua Dulce Unified School District Lease Agreement

(6:00 PM - 6:00 PM)

Due date: 7/27/2021

Documents

- iLEAD AD and AADUSD Lease (1).pdf

3.4. Independent Study Policy - Revised

(6:00 PM - 6:00 PM)

Due date: 7/27/2021

Documents

- AD_ Independent Study Policy(5245720.1) (002) 2.pdf

4. Board Comments

4.1. Board Comments

(6:00 PM - 6:00 PM)

5. Closing Items

5.1. Next Meeting Date - September 7

(6:00 PM - 6:00 PM)

5.2. Adjournment

(6:00 PM - 6:00 PM)

Please note: items on the agenda may not be addressed in the order they appear. The Board of Directors may alter the order at their discretion.

- **Board Room Accessibility:** The Board of Directors encourage 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 office at least 48 hours before the scheduled Board of Directors 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).]

The Secretary of the Board of Directors, hereby certifies that this agenda was publicly posted 72 or 24 hours prior to the meeting as required by law.



iLEAD Agua Dulce

Employee Guidebook **2020/2021**

Pending Board Approval

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INTRODUCTION

Welcome to iLEAD Agua Dulce!

We recognize that our greatest asset is our team of employees. We value the many talents and abilities of our employees and strive for an environment of teamwork, open communication, mutual support, and professionalism.

We designed this Employee Guidebook to provide you with general information about our policies, procedures and guidelines. We always strive to improve, and we encourage your ideas or suggestions. Please take some time to review this Guidebook and if you have any questions, please contact your School Director or Employee Services.

The information contained in this Guidebook applies to all employees at iLEAD Agua Dulce (“iLEAD”). It is important that all employees read, understand and follow the provisions in this Guidebook. It is not intended to create any expectations of continued employment or as a contract between iLEAD and any of its employees.

This Guidebook supersedes any previously issued Guidebooks, policies, benefit statements and/or memoranda, whether written or verbal. iLEAD reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice with or without notice to you.

Once you have reviewed this Guidebook, please sign the two employee acknowledgement forms at the end of this Guidebook, keep one for your files and provide the other to the Administration. This signed acknowledgement demonstrates to iLEAD that you have read, understand and agree to comply with the policies outlined in the Guidebook.

HIRING POLICIES AND PROCEDURES

AT WILL EMPLOYMENT

We hope to have a long and mutually beneficial relationship with you. Your employment with iLEAD is voluntary and is subject to termination by you or iLEAD at will, with or without cause, and with or without notice, at any time. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will or limit iLEAD's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. This Guidebook does not reflect a contract of employment, either express or implied, between you and iLEAD.

No iLEAD representative is authorized to modify this policy for any employee, unless in writing and approved in writing by the Governing Board of Directors.

OPEN DOOR POLICY

At some time or another, you may have a suggestion, complaint, or question about iLEAD, your job, your working conditions, or the treatment you are receiving. We welcome your concerns, suggestions, complaints, and questions, and encourage you to bring them to our attention. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your supervisor, who attempt to provide a solution or explanation. If the problem is still not resolved, you may present it to Employee Services or the School Director, preferably in writing, who will address your concerns.

~~Likewise, Employees with concerns about illegal practices or violations of iLEAD's policies are encouraged to report them to their supervisors or Employee Services. Employees may report these concerns to their supervisors or Employee Services, or else to members of the Board of Directors. Employees who come forward with credible information on illegal practices or policy violations will be protected from retaliation.~~

WORKPLACE VIOLENCE

iLEAD is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, iLEAD has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on iLEAD-related business, or while operating any vehicle or equipment owned or leased by iLEAD. This policy applies to all employees.

In order to achieve our goal of providing a workplace that is secure and free from violence, iLEAD must enlist the support of all employees. Compliance with this policy and iLEAD's commitment to a zero-tolerance policy with respect to workplace violence is every employee's responsibility.

Compliance with this anti-violence policy is a condition of employment. Due to the importance of this policy, employees who violate any of its terms, who engage in or contribute to violent behavior, or who threaten others with violence may be subject to disciplinary action, up to and including immediate termination.

Employees are required to report any incident involving a threat of violence or act of violence immediately to their supervisor or Employee Services. If these individuals are not available, report the incident to any other supervisor and report the incident to the Employee Services as soon as possible. All reports will be investigated by iLEAD and appropriate corrective action will be taken.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact ~~the~~ law enforcement authorities by dialing 911. Immediately after contacting ~~the~~ law enforcement authorities, the employee must report the incident to Employee Services.

Employees should immediately inform their supervisor or Employee Services about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

In certain circumstances, iLEAD may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

There will be no retaliation against any employee who brings a complaint in good faith under the Workplace Anti-Violence Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

IMMIGRATION COMPLIANCE

iLEAD does not discriminate against any individual because of his or her national origin, citizenship or intent to become a U.S. citizen. It is, however, the policy of iLEAD to only employ those individuals that are authorized to work in the United States. Therefore, iLEAD requires each prospective employee to provide documents verifying his or her identity and authorization to be legally employed in the United States.

As a condition of employment, each new employee must properly complete, sign and date the first section of the USCIS Form I-9, on or prior to the first day employment commences and present documentation establishing identity and employment eligibility within three business days after he or she begins work. If the employee cannot verify his/her right to work in the United States within three business days of employment, iLEAD will be required to terminate his/her employment immediately.

DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION, AND COMPLIANT PROCEDURES

iLEAD adopted the following policies pursuant to the California Fair Employment and Housing Act and related state and federal laws regarding discrimination, unlawful harassment, and retaliation.

iLEAD is committed to providing a professional work environment free from discrimination, unlawful harassment, and retaliation. Accordingly, iLEAD has adopted the following policies, which are designed to prevent unlawful conduct in the workplace, encourage professional and respectful behavior in the workplace, promote the reporting of potential violations, and foster taking corrective action where appropriate, even if the violation does not rise to the level of unlawful conduct.

All employees are expected to assume responsibility for maintaining a professional work environment in accordance with the following policies. As such, all employees who experience potential violations of the following policies are strongly encouraged to promptly report so that iLEAD may have an opportunity to address and resolve any concerns. All other employees (particularly supervisors) are required to immediately report any potential violations of the following policies. iLEAD is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

EQUAL EMPLOYMENT OPPORTUNITY (DISCRIMINATION)

Covered Individuals: This policy protects all employees of iLEAD as well as interns, volunteers, and potential employees (applicants). All employees of iLEAD are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

Discrimination: As used in this policy, “discrimination” means taking any adverse employment action against an employee or applicant in any aspect of employment, solely or in part based on the individual’s protected category. Discrimination may include, but is not necessarily limited to, factoring an individual’s protected category in hiring, promotion, compensation, or other terms and conditions of employment unless otherwise permitted by law.

Adverse Employment Action: As used in this policy, “adverse employment action” may include, but is not necessarily limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusal to promote or consider for promotion; denial of employment opportunities; change of an employee’s work assignments; failure to provide a workplace accommodation when required (i.e., disability, pregnancy, religion, transgender); failure to provide a leave of absence when required (i.e., medical, pregnancy, workers’ compensation, military, domestic violence); or any other unequal treatment based on the individual’s protected category resulting in an adverse employment action.

Protected Categories: iLEAD’s policy prohibits discrimination based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

Scope of Policy: iLEAD is an equal employment opportunity employer and is committed to complying with all applicable laws providing equal employment opportunities. As such, iLEAD makes employment decisions, including, but not limited to, hiring, recruiting, firing, promotion, demotion, training, compensation, qualifications/job requirements, on the basis of merit and/or business necessity. Employment decisions are based on an individual's qualifications as they relate to the job under consideration pursuant to legitimate business purposes.

If you believe you have been subjected to, witnessed, or have knowledge about discrimination, please follow the complaint procedure outlined below

UNLAWFUL HARASSMENT

Covered Individuals: This policy protects all employees of iLEAD as well as interns, volunteers, and potential employees (applicants). All employees of iLEAD are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers. In addition, this policy prohibits unlawful harassment by any third parties. iLEAD will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including customers, ~~clients~~parents, vendors, contractors, and suppliers, who have workplace contact with our employees.

Protected Categories: iLEAD's policy prohibits harassment based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

Unlawful Harassment: Prohibited unlawful harassment may include, but is not necessarily limited to, the following behavior pertaining to *any of the above protected categories*:

- *Verbal conduct* such as ~~flirting, epithets, derogatory jokes or comments, voicemails, slurs or unwanted sexual advances~~ including flirting, sexually suggestive innuendos, conversations regarding sexual activities, and sexual invitations, or comments ~~(including, racial slurs or epithets, but not limited to sexist or misogynistic comments, ethnic insults or jokes, religious aspersions or mockery, disability insults or ridicule, homophobic epithets or slurs, transphobic comments or derision, derogatory comments regarding gender, gender identity or gender expression, disparaging remarks regarding military or veteran status,~~ threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or ~~disability, or mockery of an accent or a of language or its speakers),~~ negative remarks regarding marital status, or any other belittling, negative or derogatory comments regarding any protected characteristic (“hostile work environment” harassment).
- Disrespectful or unprofessional conduct based on any of the protected categories listed above (“hostile work environment” harassment).
- Comments or conduct that consistently target one gender, even if the content is not sexual (“hostile work environment” harassment).
- *Visual conduct* such as derogatory and/or sexually oriented posters, photography, cartoons, objects, drawings, gestures, text messages, social media, instant messages, e-mails, letters, pictures, or gifts (“hostile work environment” harassment).
- *Physical conduct* such as assault, unwanted touching, blocking normal movement, or interfering with work because of any protected basis (“hostile work environment” harassment).
- Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors (“quid pro quo” harassment).
- Sexually harassing conduct does need not to be motivated by sexual desire and may include situations that began as reciprocal relationships but later ceased to be reciprocal.

Scope of Policy: iLEAD is committed to providing a work environment free of unlawful harassment. This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. In addition, this policy extends to conduct with a connection to an employee’s work, even when the conduct takes place away from iLEAD’s premises, such as a business trip, business-related social function, or social media activity (depending on the circumstances).

If you believe you have been subjected to, witnessed, or have knowledge about unlawful harassment, please follow the complaint procedure outlined below

RETALIATION

Covered Individuals: This policy protects all employees of iLEAD as well as interns, volunteers, and potential employees (applicants). All employees of iLEAD are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

Retaliation: As used in this policy, “retaliation” means taking any adverse employment action against an employee because he or she engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, the following: opposing a practice or conduct the employee reasonably believes to be unlawful; reporting or assisting in reporting suspected violations of this policy; cooperating or participating in investigations or proceedings arising out of a violation of this policy; or engaging in any other activity protected by applicable law.

Adverse Employment Action: As used in this policy, “adverse employment action” means conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee’s work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the “cold shoulder”) when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of protected activity may be unlawful and will not be tolerated. If you believe you have been subjected to, witnessed, or have knowledge about retaliation, please follow the complaint procedure outlined below.

COMPLAINT PROCEDURE—DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION

Duty to Report: At iLEAD, we encourage all employees to be vigilant and aware of how we are treating other. Each Supervisor has the responsibility to maintain a work place and educational environment free from any form of sexual or other unlawful harassment. All employees who believe they have been subjected to discrimination, unlawful harassment, and/or retaliation are strongly encouraged to promptly report the alleged violation(s) in accordance with the procedures set forth below. All employees (particularly supervisors) who believe they have witnessed or have knowledge of discrimination, unlawful harassment, and/or retaliation are required to immediately report the alleged violation(s) in accordance with the procedures set forth below. Immediate reporting allows iLEAD to quickly and fairly resolve any complaints in the workplace.

In addition to reporting, any employee who experiences or witnesses conduct that the individual believes is unlawful is encouraged to tell the offending individual that the behavior is inappropriate and must be stopped, if the employee is comfortable doing so.

Where to Report Complaint to iLEAD: Submit a complaint to Administration or Employee Services. If these individuals are not available, or in the event you believe that one of these individuals has engaged in inappropriate behavior in violation of these policies, submit a complaint to any other supervisor as soon as possible. There is no requirement to report your complaint to any designated supervisor within iLEAD. Select the individual with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint. If you have a complaint that involves the School Director, submit the complaint directly to the Board of Directors.

Should a supervisor become aware of any conduct that may constitute unlawful harassment, discrimination, retaliation, or other prohibited behavior, the supervisor must report the conduct to the Administration or Employee Services immediately so that action may be taken to address and remediate such conduct. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

Contents of Complaint: A Harassment Complaint Form may be obtained from the Employee Services. However, reports may be provided verbally. Your report should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously.

Response to Complaint (Investigation): Upon notice of conduct requiring an investigation, iLEAD will look into the facts and circumstances of the alleged violation, as appropriate. iLEAD will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of “qualified personnel” and using methods that provide all parties with “appropriate due process.” iLEAD’s investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

iLEAD may investigate conduct in the absence of a formal complaint if iLEAD has reason to believe that an individual has engaged in conduct that violates Company-iLEAD policies or applicable law. Further, iLEAD may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

All employees are required to fully cooperate with iLEAD’s investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, iLEAD will provide regular progress updates, as appropriate, to those directly involved. iLEAD will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses. At the completion of its investigation, iLEAD will inform the complainant(s) and the accused of its findings and decisions to the extent permitted by applicable law.

Corrective Action: If iLEAD determines that violations have occurred, iLEAD will take appropriate corrective action in accordance with the circumstances involved, including appropriate action to deter future conduct. Examples of potential corrective action include, but are not limited to, written or verbal disciplinary action, suspension, reassignment, demotion, or termination, among others. In addition, the offending individual may be legally liable for his or her conduct, depending on the circumstances. Due to privacy protections, iLEAD is not able to fully disclose its entire decision regarding corrective action to the complainant.

No Retaliation: There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there

has been a violation, or if the charges cannot be proven. Please refer to iLEAD's Retaliation Policy above for further information.

How to Report Complaint to Government Agencies: Employees who believe that they have experienced unlawful conduct under these policies may also file a complaint with the local office of the California Department of Fair Employment and Housing ("DFEH") or the Equal Employment Opportunity Commission ("EEOC"). The DFEH and the California Fair Employment and Housing Council ("FEHC") as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, unlawful harassment, and/or retaliation or make other changes in iLEAD's ~~company~~ policies. The address and phone number of the local DFEH and EEOC offices can be found online or dialing 800-FREE-411.

TRAINING REQUIREMENTS

iLEAD requires all employees to abide by California's training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

ANTI-BULLYING POLICY

In addition to iLEAD's commitment to providing an environment free from unlawful harassment, discrimination, and retaliation, iLEAD prohibits workplace bullying.

Any employee who believes that he or she has been bullied, is being coerced to participate in bullying or who has information about bullying conduct by a coworker, supervisor, agent, parent, vendor or other third party not employed by iLEAD should provide a written or verbal report to Employee Services, his or her supervisor, or any other member of Administration.

If the employee's supervisor is the individual about whom the employee has a complaint, or concern, the employee should make a report to Employee Services.

iLEAD will look into any complaints of workplace bullying. iLEAD will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible. If a complaint of bullying is substantiated, appropriate disciplinary action, up to and including discharge, may be taken.

iLEAD will not tolerate retaliation against any employee who makes a good faith complaint regarding workplace bullying.

DISABILITY ACCOMMODATION

To assist our fellow coworkers who are disabled or become disabled and to comply with applicable laws ensuring equal employment opportunities to individuals with disabilities, iLEAD will make reasonable accommodations for

the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to iLEAD.

Any applicant or employee who requires an accommodation should contact Employee Services and request such an accommodation. The individual with the disability should specify in writing what accommodation he or she needs to perform the job. iLEAD will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

If the accommodation is reasonable and will not impose an undue hardship on iLEAD and/or a direct threat to the health and/or safety of the individual or others, iLEAD ~~will~~may make the accommodation. iLEAD may also propose an alternative accommodation. The individual is required to fully cooperate with iLEAD in seeking and evaluating alternatives and accommodations. Supervisors that become aware of information that an employee may need a reasonable accommodation to perform the essential functions of his or her job must report it to Employee Services. iLEAD will engage in the interactive process in compliance with applicable law. iLEAD may require medical verification of both the disability and the need for an accommodation.

iLEAD will also consider requests for reasonable accommodations for medical conditions related to pregnancy and childbirth where supported by medical documentation and will make lactation accommodations in accordance with the policy in this handbook.

If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

RELIGIOUS ACCOMMODATION

We value the diverse backgrounds of our employees and will attempt to make reasonable accommodations for employee observance of religious holidays and sincerely held religious beliefs, including time off for religious holidays and accommodations related to dress and grooming practices, unless doing so would cause an undue hardship on ~~school operations~~iLEAD. If you desire a religious accommodation, please make the request in writing to your supervisor or Employee Services as far in advance as possible. If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

WHISTLEBLOWER POLICY

In accordance with applicable law, iLEAD prohibits retaliation against any employee because of the employee's refusal to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation, or for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation. iLEAD also prohibits any retaliation against an applicant or employee, and does not discriminate against any applicant or employee, based on that applicant or employee's "whistle-blowing" activity against a former employer.

Any Employee who reasonably believes that he or she is a victim of retaliation may also call a State of California “whistle-blower hotline” to report the retaliation: (800) 952-5665.

EMPLOYEE CLASSIFICATION

iLEAD’s employees are classified in the following categories: Exempt, Non-Exempt, Full-Time, Part-Time, or On Call. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and iLEAD. Accordingly, either the employee or iLEAD can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

Exempt: Exempt employees are those employees with job assignments that meet exemption tests under state and federal law making them exempt from overtime pay requirements. Exempt employees are compensated on a salary basis and are not entitled to overtime pay.

Non-Exempt: Non-exempt employees are those employees with job assignments that do not meet exemption tests under state or federal law. These employees are paid on an hourly basis and are entitled to overtime wages for overtime worked in accordance with the law.

Full-Time: Full time employees are those employees who are regularly scheduled to work at least 30 hours in a week.

Part-Time: Part time employees are those employees who are regularly scheduled to work less than 30 hours in a week.

Temporary/On Call: These are positions that work schedules of no particular hours or duration. Employees who occupy these positions may also be expected to work an on- going but irregular schedule OR to work short-term temporary schedules OR to work on-call. The status of a temporary employee may change only if the employee is notified of the change in status, in writing, by the employee’s supervisor.

Unless otherwise required by law, Part-Time and Temporary/On Call employees are not entitled to benefits provided by iLEAD. If you have any questions about your classification, please consult with Employee Services.

FAMILIAL AND RELATED CONFLICT OF INTEREST

iLEAD wants to preserve a working environment that has clear boundaries between personal and professional relationships. All employees must avoid situations involving actual or potential conflicts of interest.

Some situations such as the ones described below can create conflicts of interest requiring iLEAD to take the employee’s relationship with another employee into account.

An employee should not be in a supervisory role with another employee who is a relative (i.e., sibling, parent, spouse, domestic partner, etc.). Supervisors should avoid situations that result in actual or perceived conflicts of interest with supervised employees and situations of actual or perceived favoritism.

A supervisor should avoid forming special social relationships or dating employees under his or her direct supervision, or with other employees that would create actual or perceived conflicts of interest or situations of actual or perceived favoritism. If such a relationship arises, both employees should notify iLEAD so that appropriate measures can be taken to prevent conflicts of interest or favoritism.

If a staff member forms a special social relationship or begins dating a parent of an iLEAD student, the staff member should ensure that he or she does not treat the student differently from other students in any manner and under any circumstances. If a conflict arises, the staff member must notify iLEAD so that appropriate measures may be taken to address the situation.

An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, iLEAD may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts related to a potential or actual conflict of interest may constitute grounds for disciplinary action.

FINANCIAL CONFLICT OF INTEREST

While employed by iLEAD, employees owe a duty of loyalty to iLEAD and are required to avoid any situation that presents an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of iLEAD's business dealings.

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which iLEAD does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving iLEAD. The receipt of occasional flowers, candy or gifts worth less than \$250.00 from students, parents, or vendors fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from Employee Services before accepting any item worth in excess of \$250.00 from students, parents, or vendors.

Failure to comply with the Conflicts of Interest Policy may result in disciplinary action, up to and including termination.

CERTIFICATION AND LICENSURE OF INSTRUCTIONAL STAFF

Each of iLEAD's core academic teachers is required to hold a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment in accordance with applicable state and federal law. If an instructional staff employee believes that he or she is assigned to teach in a subject in whom he or she does not have subject matter competence, the employee should immediately report the same to the Administration. A staff member who is required to meet State and federal certification, expertise, and related requirements must maintain such qualifications as a condition of employment at iLEAD. Expenses incurred for updating and/or maintaining the required credentialing certificates, licenses or related permits are borne by the employee.

TUBERCULOSIS TESTING

To protect the health of our students and team, employees must provide either proof of an examination within the past 60 days and that he or she is free of active tuberculosis, or complete and submit iLEAD's Adult Tuberculosis (TB) Risk Assessment Questionnaire and TB Physician's Certification in accordance with applicable laws.

Employees transferring from other public or private schools within the State of California must either provide proof of an examination within the previous 60 days or a certification showing that he or she was examined within the past four years and was found to be free of communicable tuberculosis. It is also acceptable practice for the employee's previous school employer to verify that it has a certificate on file that contains the showing that the employee was examined within the past four years and was found to be free of communicable tuberculosis.

If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intradermal tuberculin test, which, if positive, shall be followed by an X-ray of the lungs or provide the Risk Assessment and Physician's Certification ~~at least once every four (4) years, excepting "food handlers" who shall be examined annually. Each employee is required to have the appropriate documentation on file with iLEAD.~~

The County Health Department may provide skin testing to employees at regular intervals at no cost to the employee. The availability of this testing may be announced by iLEAD.

Each employee is required to have the appropriate documentation on file with iLEAD. An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if directed by the Board upon recommendation by the local health officer.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. iLEAD shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

CRIMINAL BACKGROUND CHECKS

~~iLEAD is committed to creating a safe environment by applying the highest standards of responsible hiring practices. Therefore, as~~ As a condition of employment, iLEAD requires all applicants for employment to complete fingerprinting and background checks consistent with legal requirements. iLEAD will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. iLEAD shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification to the extent permitted by law.

Employee Services and/or the Administration shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

EMPLOYEE-STUDENT RELATIONS POLICY

BOUNDARIES DEFINED

For the purposes of this policy, the term “Boundaries” is defined as acceptable professional behavior by employees while interacting with a student. Trespassing beyond the Boundaries ~~of a student/teacher or student/educator relationship in interactions with students~~ is deemed an abuse of power and a betrayal of public trust.

UNACCEPTABLE AND ACCEPTABLE BEHAVIOR

Some activities may seem innocent from an employee’s perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between employees and students but to prevent relationships that could lead to, or may be perceived as inappropriate, misconduct sexual misconduct, or “grooming.” Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Employees must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. If a student specifically requests that he or she not be touched, then that request must be honored. Violations could subject the staff member to discipline up to and including termination. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of academic excellence, employee-student interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the School Director. It is recommended that any such gifts be filtered through the School Director along with the rationale therefor.
- Kissing of ANY kind
- Massage (Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.)
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from iLEAD
- Furnishing alcohol, tobacco products, or drugs to a student or failing to report knowledge of such items
- "Dating" or "going out with" a student
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student
- Sharing a bed, mat, or sleeping bag with a student
- Making, or participating in, sexually inappropriate comments
- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator or caretaker

- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student ~~in an attempt to gain their support and understanding~~
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from iLEAD or school activities without ~~parental~~ the express, advance written permission of the School Director and the student's parent or legal guardian
- Being alone in a room with a student ~~at~~ iLEAD-with the door closed
- Allowing students in your home without signed parent permission for a preplanned and precommunicated educational activity that must include the presence of another educator, parent, or other ~~responsible adult~~ designated school volunteer
- ~~Remarks about the physical attributes or physiological development of anyone~~
- Excessive attention toward a particular student
- Sending e-mails, text messages, instant messages, social media messages, or letters to students if the content is not about iLEAD activities and not in accordance with applicable iLEAD policies or in violation of iLEAD's Social Media Policy
- Being "friends" with a student on any personal or non- iLEAD social media website
- Communicating with students or parents/guardians in violation of iLEAD's Social Media Policy
- Engaging in inappropriate and/or unprofessional communications with students on iLEAD's social media
- Using profanity with or to a student
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
- Holding hands while walking with small children or children with significant disabilities
- Assisting with toileting of small or disabled children in view of another staff member
- Touch required under an IEP or 504 Plan

- Reasonable restraint of a violent person to protect self, others, or property

- Obtaining parents' written consent for any after- school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (iLEAD and parental) to take students off iLEAD's property for activities such as field trips or competitions including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus
- E-mails, text messages, phone conversations, and other communications to and with students must be professional and pertain to iLEAD activities or classes, and communication should be initiated via iLEAD-based technology and equipment
- Keeping the door wide open when alone with a student
- Keeping reasonable and appropriate space between you and students
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from senior staff or administrators (such as Employee Services) if you find yourself in a difficult situation related to Boundaries
- Involving your supervisor if conflict arises with a student
- Informing Employee Services about situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges
- Asking another employee to be present, or within close supervisory distance, when you must be alone with a student ~~after regular school hours~~
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high five's, and handshakes
- Keeping your professional conduct a high priority during all moments of student contact

- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of iLEAD

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

REPORTING VIOLATIONS

When any employee, parent, or student becomes aware of an employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to Employee Services. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and iLEAD as a whole. Employees must also report to the Administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

INVESTIGATING

Employee Services will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, Employee Services shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report with thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code section 11166, Employee Services or other appropriate administrator shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

VIOLATIONS

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

CHILD NEGLECT AND ABUSE REPORTING

~~iLEAD understands its responsibility to protecting its students and children.~~ An employee who knows or reasonably suspects a child has been the victim of child abuse or neglect shall report the instance to the Los Angeles County

Department of Children and Family Services (800) 540-4000 <http://dcfs.co.la.ca.us/contactus/childabuse.html>. If the circumstance falls under a different county, please call (800) 540-4000 and request contact information for the appropriate county. The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents. Child abuse is broadly defined as “a physical injury that is inflicted by other than accidental means on a child by another person.” iLEAD employees are required to report instances of child abuse when the employee has a “reasonable suspicion” that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

~~Child abuse should be reported immediately by phone to The Los Angeles County Department of Children and Family Services (800) 540-4000. If the circumstance falls under a different county, please call (800) 540-4000 and request contact information for the appropriate county. The phone call is to be followed by a written report prepared by the employee within thirty six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents.~~

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, the iLEAD School Director, an iLEAD counselor, coworker or other person shall not be a substitute for making a mandated report to **The Los Angeles County Department of Children and Family Services**. In addition, employees must also complete annual training as required by law. Employees who have any questions about these reporting requirements should contact Employee Services.

DRUG AND ALCOHOL FREE WORKPLACE

Our employees are our most valuable resource, and we are committed to providing a safe working environment to protect our employees and others, and to minimize the risk of accidents and injuries. It is iLEAD's policy to maintain a drug and alcohol free workplace. No employee may use, possess, offer for sale or be under the influence of any illegal drugs or alcohol during working hours, including lunch and break periods, in the presence of pupils or on iLEAD property at any time. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, illegal drugs or other intoxicating substances.

For purposes of this policy, “illegal drugs” includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, ~~marijuana (including medicinal marijuana and marijuana vaping or other recreational marijuana use)~~, and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). “Marijuana” means and includes medical marijuana, marijuana vaping or other recreational marijuana use. “Drug paraphernalia” means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. “Under the influence” means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, marijuana and/or illegal drugs in any detectable manner.

iLEAD prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, marijuana or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises;
- Refusing to submit to an inspection or testing when requested by the School;
- Being under the influence of illegal drugs, marijuana, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event;
- Conviction under any criminal drug statute for a violation occurring in the workplace; or
- Failure to keep all prescribed medicine in its original container.

Engaging in any of the activities above shall be considered a violation of iLEAD's policy and the violator will be subject to discipline, up to and including termination. iLEAD complies with all federal and state laws and regulations regarding drug use while on the job.

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by iLEAD where alcohol is served or while entertaining clients-donors and prospective clients-donors of iLEAD. However, employees must remember their obligation to conduct themselves appropriately at all times while at iLEAD-sponsored functions or while representing iLEAD.

Any employee who is convicted of a violation of any criminal drug statute for a violation occurring in the workplace shall notify iLEAD no later than five days after such conviction.

PRESCRIPTION DRUGS

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' prescription drug use or nonprescription medication may affect their job performance, such as by causing dizziness or drowsiness. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair safe job performance and to notify a supervisor of any job restrictions that should be observed as a result. An employee is not required to reveal the name of the medication or the underlying medical condition. ~~iLEAD will comply with all accommodation requirements.~~ If you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Employee Services. Employee Services will determine if it is necessary to temporarily

place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students.

DRUG TESTING

iLEAD may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom iLEAD reasonably suspects of using, possessing, or being under the influence of an illegal drug or alcohol. Such testing will be conducted if two or more employees observe an employee acting in such a manner to raise suspicion that the employee is under the influence of an illegal drug, marijuana or alcohol or is acting in such manner that they may harm themselves or another employee or students.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. iLEAD shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

COUNSELING AND REHABILITATION

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Compliance with this Drug and Alcohol Abuse Policy is a condition of employment at iLEAD. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, iLEAD may report such illegal drug activities to an appropriate law enforcement agency.

HEALTH, SAFETY AND SECURITY POLICIES

iLEAD is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, iLEAD has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. The Injury and Illness Prevention Program is kept by the Administration and is available for your review.

All employees are expected to know and comply with iLEAD's general safety rules and to follow safe and healthy work practices at all times. Please immediately report to your supervisor any potential health or safety hazards and all injuries or accidents.

In compliance with Proposition 65, iLEAD will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

iLEAD has also developed guidelines to help maintain a secure workplace. It is important for all employees to be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your workstation that may be accessible. You should immediately notify your supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. The security of the facilities, as well as the welfare of our employees and our students, depends upon the alertness and sensitivity of every individual.

EMPLOYEES WHO ARE REQUIRED TO DRIVE

Employees who are required to drive their own vehicle on approved iLEAD business will be required to show proof of a current, valid license and proof of current, effective insurance coverage. To the extent permitted by law, iLEAD retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked or who fails to maintain personal automobile insurance coverage. Employees who drive their own vehicles on approved iLEAD business will be reimbursed at the per mile rate established by the Internal Revenue Service. As a condition of employment, employees who drive their own vehicle on approved iLEAD business are required to use good judgment.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use must refrain from using their phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by iLEAD or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, students, or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

Violations of this policy will be subject to disciplinary action, up to and including termination.

SMOKING

All School buildings and facilities are non-smoking facilities. Smoking is prohibited on the School's premises or within twenty (20) feet of a School building and within 25 feet of a school playground, whichever is farther. This includes, but is not limited to, nicotine and non-nicotine cigarettes including herbal cigarettes and marijuana, cigars, pipes as well as e-cigarettes and vaping. Employees who wish to smoke must limit their smoking to tobacco products during meal and rest periods off premises.

HOUSEKEEPING

iLEAD strives for a clean, safe and sanitary environment. All employees are expected to keep the premises orderly and to clean up after themselves, which includes leaving their work areas, common areas, the kitchen and the refrigerator neat and clean. Employees who work in open areas should not eat at their desks.

iLEAD PROPERTY & INSPECTIONS

iLEAD is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, iLEAD provides property and facilities to its employees to carry out business on behalf of iLEAD. Desks, files, copiers, storage areas, work stations, file cabinets, lockers, and supplies, both office and household, are iLEAD property and must be maintained according to iLEAD rules and regulations. They must be kept clean and are to be used only for work-related purposes. Accordingly, employees do not have a reasonable expectation of privacy when using any iLEAD property or facilities. In accordance with these policies, all iLEAD facilities and property may be inspected by iLEAD at any time, with or without prior notice to the employee. ~~iLEAD property includes, but is not limited to, all desks, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other storage devices.~~ iLEAD reserves the right to deny entry to any person who refuses to cooperate with any inspections by iLEAD. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

Prior authorization must be obtained before any iLEAD property may be removed from ~~the~~ any iLEAD premises. All iLEAD property must be immediately returned upon request, an extended leave of absence and/or termination of the employment relationship.

For security reasons, employees should not leave personal belongings of value in the workplace. Employees are responsible for the security of their personal belongings. The iLEAD is not responsible for any lost or stolen personal items at work.

Terminated employees should remove any personal items at the time they leave the iLEAD. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination, unless the parties have arranged otherwise.

SOLICITING/CONDUCTING PERSONAL BUSINESS WHILE ON DUTY

In order to maintain and promote efficient operations, discipline, and security, iLEAD maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with his or her supervisor. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.
2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed.
3. No employee shall enter or remain in iLEAD work areas for any purpose except to report for, be present during, and conclude a work period. Non-exempt employees must not begin work and clock in at his or her working area more than 10 minutes before they are scheduled to begin and must stop work and clock out from his or her work area no later than 10 minutes after their work scheduled for the day is completed. Work area does not include iLEAD parking lots, gates, or other similar outside areas unless an employee is assigned to work in such areas.
4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on iLEAD property.
5. Non-employees must sign in at the front office before entering iLEAD property.

Violations of this policy may result in disciplinary action, up to and including termination.

USE OF iLEAD COMMUNICATION EQUIPMENT AND TECHNOLOGY

iLEAD has a commitment to protect our employees and our students. One of the ways to protect our employees and students is to monitor and limit technology use within safe boundaries.

iLEAD's electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks. All iLEAD-owned Communications Systems remain the property of iLEAD and are provided to the employee to carry out business on behalf of iLEAD, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using iLEAD owned equipment and technology.

Communications (including any attached message or data) made using iLEAD owned communications equipment and technology are subject to review, inspection and monitoring at any time by iLEAD.

Protecting our students and the children at iLEAD is one of our top priorities. In order to do so, iLEAD uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, images harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by iLEAD personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

PROHIBITED USE

~~Internet use, unless previously authorized, is for business purposes.~~ The Communications Systems is provided solely for the purpose of conducting iLEAD business. Incidental and occasional personal use of the Communications Systems is permitted, but such communications must not disrupt iLEAD business, and users do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems. Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the appropriate prior written authorization. Employees are not permitted to use iLEAD's Communications Systems to view visual images that are obscene, child pornography and/or images harmful to minors.

The e-mail system and Internet access is not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of a Protected Category as defined in the Discrimination, Unlawful Harassment, Retaliation and Complaint Procedures policy herein or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. iLEAD has policies against discrimination, harassment, and retaliation, and those policies apply to the use of the Communications Systems. Users are also prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.

The e-mail system and Internet access is not to be used in any manner that is against the policies of iLEAD, contrary to the best interest of iLEAD or for personal gain or profit of the employee against the interests of iLEAD. Employees must not use iLEAD's communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding students.

Users must not alter, copy, transmit, or remove iLEAD information, proprietary software, or other files without proper authorization from iLEAD.

Employees should not attempt to gain access to another employee's e-mail files or voicemail messages without the latter employee's express permission. Each employee is responsible for the content of the messages sent out using his/her iLEAD issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee, unless the latter employee expressly authorizes such use. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

CONFIDENTIALITY AND PRIVILEGES

Information stored on the Communications Systems is intended to be kept confidential within iLEAD. iLEAD has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside iLEAD, and care should be exercised when sending or receiving sensitive, privileged, or confidential information electronically. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

ACCESS AND DISCLOSURE

iLEAD, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use, reserves the right for legitimate business reasons, upon authorization of the Administration, to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of or prior notice to any user.

Although iLEAD entrusts you with the use of voice mail, e-mail, computer files, software, or similar iLEAD property, you should keep in mind that these items have been installed and maintained at great expense to iLEAD and are only intended for business purposes. At all times, they remain iLEAD property. Likewise, all records, files, software, and electronic communications contained in these systems also are iLEAD property. You are advised that electronic files, records, and communications on iLEAD computer systems, electronic communication systems, or through the use of iLEAD telecommunications equipment are not private. Although they are a confidential part of iLEAD property, you should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by iLEAD personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Accordingly, these systems and equipment should not be used to transmit personal messages, except in necessary situations or when exceptions are specifically sanctioned by management. Voice mail messages and e-mail messages should be routinely deleted when no longer needed. iLEAD is not responsible for costs incurred when employees use iLEAD telephones or e-mail systems for personal matters.

You should be advised to use voice mail and e-mail as cautiously as you would use any more permanent communication medium such as a memorandum or letter. You should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after “deletion.”
- May be accessed by authorized service personnel.
- May be examined by management without notice for business purposes.

There will be times when iLEAD, in order to conduct business, will utilize its ability to access your e-mail, voice mail, computer files, software, or other iLEAD property. iLEAD also may inspect the contents of your voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when iLEAD suspects that iLEAD property is being used in an unauthorized manner.

iLEAD reserves the right to use and disclose any electronic communication on its Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

DISCIPLINE FOR VIOLATIONS OF POLICY

Any person who discovers misuse of the Internet access or any of iLEAD’s Communications Systems should immediately contact Employee Services. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

POLICY MAY BE AMENDED AT ANY TIME

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new technologies, devices, and systems. iLEAD reserves the right to amend this policy at any time through an authorized writing from an authorized iLEAD representative.

EMPLOYEE BLOGS AND SOCIAL NETWORKING

SCOPE

In light of the explosive growth and popularity of social media technology in today’s society, iLEAD has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to iLEAD; (2) engage in social media activities during working hours; (3) use iLEAD equipment or resources while engaging in social media activities; (4) use your iLEAD e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with iLEAD; or (6) interact with iLEAD students or parents/guardians of iLEAD students ~~(regarding iLEAD-related business)~~ on the Internet and on social media sites.

For the purposes of this policy, the phrase “social media” refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, Instagram, and Snap Chat, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, iLEAD’s other policies, rules, and standards of conduct. For example, iLEAD policies on confidentiality, use of iLEAD equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with all iLEAD policies whenever your social media activities may involve or implicate iLEAD in any way, including, but not limited to, the policies contained in this Handbook.

STANDARDS OF CONDUCT

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of iLEAD policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of iLEAD’s trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with iLEAD.
- Do not post confidential information (as defined in this Handbook) about iLEAD, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While it is acceptable to engage in limited and incidental social media activities at work, such social media activities may not interfere with your job duties or responsibilities. Do not use your iLEAD-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with iLEAD’s background check procedures. Do not “research” job candidates on the Internet or social media websites without prior approval from Employee Services.

- Be knowledgeable about and comply with iLEAD's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from Employee Services.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the School, or competitors.
- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the School."
- Never be false or misleading with respect to your professional credentials.

CREATING AND USING iLEAD SOCIAL MEDIA

Employees are only permitted to communicate and connect with students on social media that is owned and operated by iLEAD. Employees are only permitted to communicate and connect with students' parents or guardians regarding iLEAD-related matters on social media that is owned and operated by iLEAD. All communications with parents or guardians regarding iLEAD-related matters on non-iLEAD or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-iLEAD or personal social media may result in disciplinary action, up to and including termination.

The IT Department, in addition to Employee Services and members of the Administration, are responsible for approving requests for iLEAD social media, monitoring iLEAD social media for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). iLEAD has final approval over all content and reserves the right to close the social media at any time, with or without notice. Any inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.

To set up social media that is owned and operated by iLEAD in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create iLEAD social media from your supervisor.

- Contact the IT Department to set up the social media. Provide the IT Department with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

ACCESS

Employees are reminded that iLEAD's various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of iLEAD. All communications and information transmitted by, received from, or stored in these systems are iLEAD records.

As a result, iLEAD may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. iLEAD may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with iLEAD has engaged in a violation of this, or any other, iLEAD policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to iLEAD's various electronic communications systems.

DISCIPLINE

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

RETALIATION IS PROHIBITED

iLEAD prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

QUESTIONS

In the event you have any questions about whether a particular social media activity may involve or implicate iLEAD, or may violate this policy, please contact Employee Services.

Social media is in a state of constant evolution, and iLEAD recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each iLEAD employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

PARTICIPATION IN RECREATIONAL OR SOCIAL ACTIVITIES

To encourage teamwork at iLEAD, we encourage participation in recreation and social activities sponsored or supported by iLEAD. Please note that employee participation is strictly voluntary and employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and iLEAD disclaims any and all liability arising out of the employee's participation in these activities.

PERSONNEL FILES AND RECORD KEEPING PROTOCOLS

At the time of your employment, a personnel file is established for you. iLEAD strives to keep accurate and up to date personnel records. Please keep the Administration advised of changes that should be reflected in your personnel file. Such changes include: change in name, address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable iLEAD to contact you should the change affect your other records.

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of an iLEAD representative, at a mutually convenient time. A request for information contained in the personnel file must be in writing and directed to the Administration.

~~Employees, former employees, or employee representatives may submit a request to inspect their personnel file in the presence of a representative of iLEAD. All requests must be in writing.~~ Current and former employees, or employee representatives, may also request inspection through the use of an iLEAD-provided request form. Please contact the Administration to schedule a convenient time. You may request copies from your file of all documents. iLEAD may charge the requesting employee or employee representative for the actual cost of reproduction of personnel file documents. If you desire, you may add a written statement to your file explaining any disputed item.

Access to information in personnel files is restricted. Only authorized managers and management personnel will have access to your personnel file. However, iLEAD will cooperate with—and provide access to your personnel file to—law enforcement officials or local, state or federal agencies or as otherwise required in accordance with applicable law.

HOURS OF WORK, OVERTIME AND ATTENDANCE

WORK HOURS AND SCHEDULES

iLEAD's normal working hours are from **8:00 a.m. – 4:30 p.m.**, Monday through Friday. The work schedule for full-time non-exempt employees is normally 40 hours per week. Your supervisor will assign your work schedule. Employees are expected to be punctual and ready to start work at their scheduled time.

OVERTIME

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime. Failure to obtain such approval may subject an employee to discipline, up to and including termination. Overtime compensation will be paid in accordance with all state and federal laws. Exempt employees are not entitled to overtime.

For purposes of calculating overtime, iLEAD's standard workweek begins on Saturday at 12:00 a.m. (midnight) and ends on Friday at 11:59 p.m. ~~(midnight)~~. iLEAD's standard workday is 12:00 a.m. (midnight) to 11:59 ~~a.m.~~p.m. each day.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked. Any overtime must be preauthorized in writing by the Administration.

MEAL AND REST PERIODS

Meal Periods: All non-exempt employees must take an uninterrupted meal period of at least 30 minutes for each work period in excess of 5 hours in accordance with this policy. Further, all non-exempt employees must take a second uninterrupted meal period of at least 30 minutes for each work period in excess of 10 hours in accordance with this policy.

Employees must begin their first meal period within five hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 12:00 p.m. (noon). Further, employees must begin their second meal period (if applicable) within ten hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her second meal period no later than 5:00 p.m.

An employee whose work period is 5 to 6 hours may waive, in writing, his or her right to a first meal period. Further, an employee may waive his or her right to a second meal period for a work period as long as the employee does not work more than 12 hours and did not waive his or her first meal period for that work period. iLEAD offers written Meal Period Waiver Agreements that govern an employee's entire employment, which are voluntary and may be revoked at any time, to document the employee's waiver of first and second meal periods.

Employees are eligible for the following number of meal periods:

Length of Workday in Hours	# of Meal Periods	Explanation
0 to \leq 5	0	An employee who works 5 hours or less in a workday is not entitled to a meal period.
> 5 to \leq 10	1	An employee who works more than 5 hours in a workday, but who does not work more than ten hours in a workday, must take a 30-minute uninterrupted meal period, unless the employee works six or fewer hours and voluntarily waives his or her first meal period.

> 10	2	An employee who works more than ten hours in a workday must take a second uninterrupted 30-minute meal period, unless the employee works 12 or fewer hours, did not waive the first meal period, and voluntarily waives his or her second meal period.
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Employees must take their meal periods according to the following schedule:

Which Meal Period	When
First Meal Period	An employee's first meal period must begin within 5 hours of starting work (in other words, by the end of the fifth hour of work or 5 hours and 0 minutes on the clock). By way of example, if an employee clocks in 8:30 a.m., then the employee must clock out and start his or her meal period no later than 1:30 p.m.
Second Meal Period	An employee's second meal period must begin within ten hours of starting work (in other words, by the end of the tenth hour of work or 10 hours and 0 minutes on the clock). By way of example, if an employee clocks in 8:30 a.m., then the employee must clock out and start his or her second meal period no later than 6:30 p.m.

During meal periods, employees are absolutely prohibited from performing work of any kind or any amount. Employees are excused from all duties and are free to leave the premises. ~~Employees-Non-exempt employees~~ must record the exact start and stop times of each meal period through iLEAD's timekeeping system so that iLEAD may monitor time records for compliance. Employees may not join together required meal periods to take a longer break.

Rest Periods: All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute rest period every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods per 8-hour workday. The first rest period should be taken roughly in the middle of the 4-hour work period prior to lunch, and the second rest period should be taken roughly in the middle of the 4-hour work period following lunch. You do not need to record the times of these rest periods. You will be paid for the time spent on your rest periods.

Employees are eligible for the following number of rest periods:

Length of Work Period in Hours	# of Rest Periods	Explanation
0 to < 3.5	0	An employee whose work period is less than 3.5 hours is not entitled to a rest period.

Length of Work Period in Hours	# of Rest Periods	Explanation
≥ 3.5 to ≤ 6	1	An employee whose work period is 3.5 hours up to and including 6 hours is eligible to take one rest period.
> 6 to ≤ 10	2	A non-exempt employee whose work period is more than 6 hours up to and including 10 hours is eligible to take two rest periods.
> 10 to ≤ 14	3	A non-exempt employee whose work period is more than 10 hours up to and including 14 hours is eligible to take three rest periods.

During your rest periods, employees are absolutely prohibited from performing work of any kind or any amount. You are excused from all duties. In addition, please understand that you may not join together required rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier.

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor and complete a Daily Meal Period and Rest Period Reporting Form. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to his or her supervisor on the same workday that he or she experienced the non-compliant meal or rest period.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an “authorized” meal period at the time provided by iLEAD), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client-parent call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period on the Daily Meal Period and Rest Period Form.

Non-exempt employees are required to take their meal and rest periods in accordance with this policy. If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately contact your supervisor or Employee Services.

Failure to comply with iLEAD’s policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

LACTATION ACCOMMODATION POLICY

Employees have the right to reasonable time and access to a private area during the workday to express milk. In compliance with state and federal law, iLEAD provides a supportive environment to enable nursing mothers to express breast milk during the work day.

If the lactation break time cannot run concurrently with rest and meal periods already provided or additional time is needed for the employee, the lactation break time will be unpaid. Where unpaid breaks or additional time are required, the employee should work with the Administration regarding scheduling and reporting the extra break time as unpaid.

Because exempt employees receive their full salary during weeks in which they work and they are not normally required to identify break and meal times, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as “unpaid.”

A private location to express breast milk will be provided in close proximity to the employee’s work area. The employee’s normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, iLEAD shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee’s work area. If a refrigerator cannot be provided, iLEAD may provide another cooling device suitable for storing milk, such as a iLEAD-provided cooler. Employees should discuss with Administration the location for storage of expressed milk. Employees may also provide their own portable small storage unit or cooler for keeping expressed breast milk cold.

To request the above, please contact the Administration or Employee Services. iLEAD will respond accordingly, generally within two business days.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner’s Office. For more information, contact the Labor Commissioner’s Office by phone at 213-897-6595 or visit a local office by finding the nearest one on their website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner’s Office provides an interpreter at no cost to the employee, if needed.

PAY DAYS

All other employees (i.e., those on a predetermined salary, hourly basis, etc.) will have paydays scheduled on the 5th and 20th of each month (see Administration for the schedule). Each paycheck will include earnings for all reported

work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the day of work before the holiday. Employees are required to report any overpayment of wages to the Payroll Department. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

ATTENDANCE POLICY

iLEAD strives for a healthy and positive work environment. Good attendance and punctuality are an important part of the day-to-day operations. Excessive absenteeism and/or tardiness might place a burden on fellow employees and iLEAD.

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with the Administration to the extent possible. If it is not possible to arrange your absence or tardiness in advance, you must notify the Administration no later than one-half hour before the start of your workday or as soon as reasonably practicable, if you are absent or tardy in accordance with iLEAD's sick leave policy. Because voice mail messages may go unheard for significant periods of time, leaving a voice mail message is not a sufficient method of notifying your supervisor—you must personally contact your supervisor in a timely manner. If you are required to leave work early, you must also personally contact your supervisor and obtain his or her permission.

If you are a teacher and need a substitute for any absence other than those taken under iLEAD's sick leave policy, you are responsible for communicating with the designated contact for your specific site and submitting a request for the designee to arrange for a substitute. This request must be submitted in advance. If you are absent from work longer than one day please communicate this with your supervisor or designated contact.

Excessive unexcused absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. Except as otherwise provided by law, if you fail to report for work without any notification to your supervisor and your absence continues for a period of three consecutively scheduled workdays, iLEAD will, in most cases, consider that you have abandoned your employment and have voluntarily resigned.

TIME RECORDS

To ensure compliance with all applicable laws, non-exempt employees must accurately record all hours worked. This means non-exempt employees must record their time whenever they begin, cease, or resume working during the course of a workday. While you need not record when you begin or end your rest periods, you must record when you begin and end your meal periods. Under no circumstances may one employee record time for another employee. Exempt employees may also be expected to record their time worked and report absences from work due to personal needs or illness.

If instructed by your supervisor, you will be expected to record time worked on a timesheet for each pay period. Recording inaccurate time on your timesheet or recording time on another employee's time sheet is a violation of iLEAD policy and may result in discipline, including immediate termination. Employees are strictly prohibited from working "off the clock" or failing to record all time worked. Falsification of any timecard may result in disciplinary action, up to and including termination.

PROFESSIONAL DEVELOPMENT

As a commitment to our team's professional growth, iLEAD holds minimum days on Fridays to allow for professional development, collaboration opportunities and meetings. All full-time salaried staff, including teachers, is required to attend the meetings and/or work days that apply. If a staff member is unable to attend, they must submit an absence claim form to gain approval for their absence. Various professional development opportunities will be offered throughout the year. Teaching staff is required to attend all professional development opportunities prior to the start of school. Teaching staff is encouraged to visit other charter schools, attend applicable conferences, and conduct a research activity/presentation and other approved professional development activities.

STANDARDS OF CONDUCT

PERSONAL APPEARANCE

iLEAD encourages all employees to maintain professionalism in appearance and in behavior. Employees are expected to wear clothes that are neat, clean and professional while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position, and must at all time wear shoes. Your supervisor will inform you of any specific dress requirements for your position.

PROHIBITED CONDUCT

iLEAD expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by iLEAD. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by iLEAD.

- Unexcused absence and/or lack of punctuality
- Release of confidential information without authorization
- Violation of iLEAD's Drug and Alcohol Free Workplace policy
- Theft or embezzlement
- Willful destruction of property
- Falsification, fraud or omission of pertinent information when applying for a position
- Any willful act that endangers the safety, health or wellbeing of another individual
- Horseplay

- Any act of sufficient magnitude to cause disruption of work or gross discredit to iLEAD
- Misuse of iLEAD property or funds
- Possession of firearms, or any other dangerous weapon, while acting within the course and scope of your employment with iLEAD
- Acts of discrimination or unlawful harassment based on gender, ethnicity or any other basis protected by applicable law or policies
- Failure to comply with iLEAD's safety procedures
- Insubordination such as a failure to follow a supervisor's legitimate and legal direction.
- Failure to follow any known policy or procedure of iLEAD or gross negligence that results in a loss to iLEAD
- Violations of federal, state or local laws affecting the organization or your employment with the organization
- Unacceptable job performance
- Dishonesty
- Failure to keep a required license, certification or permit current and in good standing
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- Unauthorized use of iLEAD equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned overtime
- Failure to take meal and/or work breaks
- Intentionally supplying false information in order to obtain a leave of absence or other benefits from iLEAD.
- Sleeping or malingering on the job
- Unfit for service, including the inability to appropriately instruct or associate with students.
- Performing unauthorized work on iLEAD time.
- Unauthorized use of cameras or other recording devices on iLEAD's premises.
- Making false or malicious statements about any employee or iLEAD.
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on iLEAD's premises or while performing duties on behalf of iLEAD.
- Violation of the Employee-Student Relations policy
- Violation of any safety, health, security, or other iLEAD policies, rules, or procedures.

Although employment may be terminated at will by either the employee or iLEAD at any time, without following any formal system of discipline or warning, iLEAD may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. While one or more of these forms of discipline may be taken, no formal order or procedures are necessary.

This statement of prohibited conduct does not alter or limit the policy of employment at will. Either you or iLEAD may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice.

CONFIDENTIAL INFORMATION

It is important to iLEAD to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all parent and student information, parent and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

iLEAD devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of iLEAD you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by iLEAD. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of iLEAD, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to iLEAD during extended leaves of absence or upon termination of employment.

During your employment with iLEAD, you will not be permitted nor required to breach any obligation to keep in confidence, proprietary information, knowledge, or data acquired during your former employment. You must not disclose to iLEAD any confidential or proprietary information or material belonging to former employers or others.

Although some written and electronic materials owned by iLEAD may be considered to be public records, employees must refer any person seeking school records or information to Employee Services for handling.

iLEAD prohibits audio or video recordings in the workplace, during working hours, without authorization of iLEAD due to privacy and confidentiality concerns and protections.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

OUTSIDE EMPLOYMENT

Employees are required to inform iLEAD, before accepting any employment or consulting relationship with another person or entity while employed by iLEAD. While iLEAD does not uniformly prohibit outside employment, employees will not be permitted to accept outside work that is competitive with iLEAD, that creates a conflict of interest that interferes with the employee's work for iLEAD or that reflects negatively on either the employee or iLEAD. Employee will not render services in person or by electronic means, paid or otherwise, for any other persons or entity during work hours with iLEAD. Employee understands that violating this rule may result in a report to the Commission on Teacher Credentialing, as well as disciplinary action up to and including termination.

EXPENSE REIMBURSEMENTS

iLEAD will reimburse employees for reasonably necessary expenses incurred in the furtherance of iLEAD's business. In order to be eligible for reimbursement, employees must follow the protocol set forth in iLEAD's policy regarding expenditures. In general, all expenses must have been previously approved in Purchase Order form by the Administration. Purchase Orders may be obtained and completed through the Business Office. All receipts pertaining to the reimbursement must be original and detailed, and should be submitted on a timely basis in accordance with iLEAD's expenditure policy to the Business Office for payment process.

EMPLOYEE BENEFITS AND LEAVES OF ABSENCE

iLEAD is happy to provide eligible employees with a wide range of benefits. The description of Benefits that follows is only a brief summary for your general information. For details and exact information, please contact Employee Services.

PAID SICK LEAVE

iLEAD enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave ("PSL") to eligible employees.

ELIGIBLE EMPLOYEES

All employees (including full-time, part-time and temporary employees) who work more than 30 days within a year in California are eligible to accrue PSL under the accrual rate and caps set forth in this policy.

PERMITTED USE

Eligible employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee as well as any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

ACCRUAL RATE, MAXIMUM, AND CARRYOVER

Accrual for non-exempt employees will be calculated based on actual hours worked. Accrual of PSL for eligible exempt employees will be calculated based on a 40-hour workweek or the employee's normal workweek if the employee normally works less than 40 hours. PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence.

All Regular Full-Time Exempt Employees: iLEAD provides exempt employees with up to 12 days (or 96 hours) of PSL each school year at an accrual rate of 1 day (or 8 hours) per month beginning immediately upon hire or upon the beginning of the school year, whichever occurs first.

- Certificated regular full-time exempt employees: The accrual of PSL is capped at a maximum of 18 days (or 144 hours). Once the employee's PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee's PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to a maximum carry over cap of 144 hours.
- Non-certificated regular full-time exempt employees: The accrual of PSL is capped at a maximum of 12 days (or 96 hours). Once the employee's PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee's PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to a maximum carry over cap of ~~72~~96 hours.

All Other Employees: Eligible employees will accrue one hour of PSL for every 30 hours worked beginning immediately upon hire or upon the beginning of the school year, whichever occurs first. There is a cap on PSL accrual. Employees may accrue up to a maximum accrual of 72 hours of PSL. Once the employee's PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee's PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

For STRS eligible employees (certificated staff): To the extent permitted by applicable law, unused sick leave may be counted as additional service credit upon retirement with the California State Teachers Retirement System ("STRS") for those employees who are eligible to participate in such benefits in the year in which they earn the sick leave. Employees who are not eligible for STRS when they earn sick leave may not apply unused sick leave toward any future STRS benefits if those employees later become eligible.

Unused sick leave will be transferred to any subsequent California public school when requested in writing by the former employee and/or employing district/school to the extent permitted by applicable law. Moreover, incoming employees may transfer unused sick leave from any prior California public school when requested in writing by the incoming employee and verified by the former California public school employer to the extent permitted by applicable law. Such transferred sick leave is only available for credit to STRS and is not credited to the employee's sick leave balance at iLEAD-.

LIMITS ON USE

Eligible employees may use accrued PSL beginning on the 90th day of employment in accordance with the maximum amounts listed below:

All Regular Full-Time Exempt Employees:

- Certificated regular full-time exempt employees: Each school year, employees may only use a maximum of 18 days (or 144 hours) of their accrued PSL for qualifying reasons.
- Non-certificated regular full-time exempt employees: Each school year, employees may only use a maximum of 12 days (or 96 hours) of their accrued PSL for qualifying reasons.

All Other Employees: Each school year, employees may only use a maximum of 48 hours of their accrued PSL.

PSL may be taken in minimum increments of two hours. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use accrued PSL to make up for the absence.

NOTIFICATION

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

TERMINATION

Employees will not receive pay in lieu of accrued but unused PSL. Accrued but unused PSL will not be paid out upon termination.

NO DISCRIMINATION OR RETALIATION

iLEAD prohibits discrimination or retaliation against employees for using their PSL.

INSURANCE BENEFITS

INSURANCE

Full-time employees are entitled to insurance benefits offered by iLEAD. These benefits will include medical, dental, vision and AFLAC. iLEAD will have a defined contribution towards the employee's insurance premiums that are iLEAD sponsored insurance plans. This amount will be determined on an annual basis. The employee's portion of monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

Full-time employees will also be covered under an insurance policy that includes Life, Short-Term Disability, and Long-Term Disability at no cost to the full time employee. Additional voluntary insurance plans will be offered through iLEAD, which will be the employee's responsibility to pay all premiums.

If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

DISABILITY INSURANCE (WAGE SUPPLEMENT)

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage- replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work related injuries. Employees may also be eligible for SDI for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from the Administration.

FAMILY LEAVE INSURANCE -(WAGE SUPPLEMENT)

Eligible employees are covered by California's Paid Family Leave (PFL) benefit. Paid Family Leave does not provide employees with a protected leave of absence. Rather, Paid Family Leave provides only partial wage replacement benefits when an employee has been approved for a leave of absence. In order to obtain approval for leave of absence for the reasons set forth below, the employee must contact Administration. Leave to care for certain family members may be covered by applicable law for certain eligible employees. Leave that is not covered by applicable law may or may not be approved by iLEAD, in iLEAD's sole discretion. Nothing in this policy guarantees that iLEAD will provide additional leaves of absence other than those already required by applicable law.

The PFL fund is administered by the California Employment Development Department ("EDD"), not iLEAD, which means that employees must apply to the EDD to receive this benefit. Through the PFL fund, the EDD will provide eligible employees with a wage supplement for a maximum of six weeks within a 12-month period. PFL benefits may be available from the EDD for a leave of absence for the following:

- For the birth or placement of a child, as defined by the PFL law, for adoption or foster care within one year of the birth or placement of the child; or
- To care for an immediate family member (spouse, registered domestic partner, child or parent, grandparent, grandchild, sibling and parent-in-law, as defined by the PFL law) who is seriously ill and requires care.

PFL benefits will be coordinated with an otherwise authorized leave of absence. In such circumstances, the use of PFL benefits and/or paid time off during the leave period will not extend the length of the leave beyond what is required by applicable law and/or iLEAD policy.

WORKERS' COMPENSATION INSURANCE

Eligible employees are entitled to Workers' Compensation Insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee. See below for a further description of making a claim for Workers' Compensation Insurance benefits.

LEAVES OF ABSENCE

At iLEAD, we understand employees may experience personal or medical matters during their time of employment here. If an employee has a need for a Leave of Absence, please notify your supervisor and follow the guidelines outlined below.

Under certain circumstances, iLEAD may grant leaves of absence to employees. Employees must submit requests for leaves of absence in writing to the Administration as far in advance as possible. To open the lines of communication, while on leave, we ask employees to keep in contact with the Administration and notify the Administration if the date to return to work changes. If an employee's leave expires and the employee fails to return to work without contacting the Administration, it will be presumed that the employee abandoned his/her position with iLEAD and employment may be terminated. If an employee is unable or unwilling to return to work at the expiration of his/her leave of absence, his/her employment may be terminated as permitted by law.

This Guidebook summarizes leave that may be available to employees. Most leave policies have differing requirements for eligibility, duration, benefits, etc. Therefore, employees should contact the Administration to request specific information relating to a particular leave policy. Employee benefits, including, but not limited to, paid sick leave, do not accrue during a leave of absence unless otherwise required by law or by applicable iLEAD policies.

While out on a leave of absence, employees may not accept employment with another employer or person unless agreed to in advance in writing by the Administration. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with iLEAD, and employment may be terminated. Employees shall not apply for unemployment compensation insurance while out on leave.

FAMILY AND MEDICAL LEAVE[‡] (FMLA) / CALIFORNIA FAMILY RIGHTS ACT (CFRA)

~~Eligible—Under the Family and Medical Leave (FMLA) and California Family Rights Act (CFRA), eligible~~ employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by iLEAD for at least 12 months (not necessarily consecutive); ~~and~~ have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence; ~~For purposes of FMLA leave, and are an eligible employee must also be~~ employed at a worksite where there are 50 or more employees of iLEAD within ~~a 75-mile radius~~ a 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use iLEAD's request form ~~as detailed further below, which is available upon request from Employee Services~~. Failure to comply with this requirement may result in a delay of the start of the leave.

[‡]~~To be eligible for leave under this policy, an employee must work at a worksite where there are 50 or more employees of iLEAD within a 75-mile radius.~~

A family and medical leave may be taken for the following reasons:

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee's spouse, child, or parent with a "serious health condition";
3. (CFRA ONLY) the care of the employee's grandparent, grandchild, sibling or registered domestic partner with a "serious health condition";
34. the "serious health condition" of the employee;
45. (FMLA ONLY) the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
56. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, registered domestic partner (CFRA only) or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, grandparent, grandchild, sibling, or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide iLEAD with a medical certification from your health care provider establishing eligibility for the leave, and you must provide iLEAD with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to iLEAD in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Employee Services.

~~Family and medical~~FMLA/CFRA leave is unpaid and leave may be taken for up to 12 workweeks during the designated 12-month period (with the exception of FMLA qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. ~~Qualifying FMLA~~ qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You ~~may will~~ be required to use any accrued PSL during unpaid family and medical leave that is due to your own ~~or a family member's~~ serious health condition. If mutually agreed upon between iLEAD and the employee, PSL may be used for the care of a qualifying family member or in connection with the birth, adoption or foster care of a

child. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and iLEAD may mutually agree to supplement such benefit payments with available PSL.

Benefit accrual, such as PSL and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During ~~a family and medical~~ FMLA/CFRA leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved ~~family and medical~~ FMLA/CFRA leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or ~~an equivalent~~ a comparable position and will receive pay and benefits equivalent to those you received prior to the leave, as may be required by law. In certain circumstances under FMLA leave, "key" employees may not be eligible for reinstatement following a family and medical leave. iLEAD will provide written notice to any "key" employee who is not eligible for reinstatement.

~~If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact Employee Services.~~

PROCEDURES FOR REQUESTING AND SCHEDULING FMLA LEAVE

An employee should request FMLA/CFRA leave by completing a Request for Leave form (available from Employee Services) and submitting it to Administration. An employee asking for a Request for Leave form will receive a copy of iLEAD's then-current FMLA/CFRA leave policy.

~~Employees-As mentioned above, employees~~ should provide not less than 30 days' notice of their intent to take FMLA leave or if such notice is not possible, employees should provide notice as soon as is practicable, for foreseeable childbirth, placement or any planned medical treatment for the employee or his/her ~~spouse, domestic partner, child or parent~~. ~~Failure to provide such notice is grounds for denial of a leave request, except in situations where the need for FMLA leave is an emergency or otherwise unforeseeable qualifying family member.~~

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

~~In most cases, iLEAD will respond to a FMLA leave request within 5 business days of acquiring knowledge that the leave is being taken for an FMLA qualifying reason.~~ If an FMLA leave request is granted, iLEAD will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

RETURN TO WORK

~~Upon timely return at the expiration of the FMLA leave period, an employee is entitled to the same or comparable position to the employee's original position in terms of pay, benefits and working conditions unless the same~~

~~position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.~~

PREGNANCY DISABILITY LEAVE

iLEAD provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to iLEAD. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

iLEAD will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, iLEAD may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and iLEAD may mutually agree to supplement such benefit payments with available sick leave.

Benefit accrual, such as sick leave and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide iLEAD with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact Employee Services.

UNPAID LEAVE OF ABSENCE (MEDICAL)

In an effort to comply with its duty to accommodate employees with qualifying disabilities, iLEAD may provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to iLEAD. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay. Employees granted unpaid medical leave have no right to guaranteed reinstatement.

Employees will be required to use any accrued ~~vacation and~~ PSL during any unpaid portion of this leave. Benefit accrual, such as ~~vacation~~, paid sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, iLEAD does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

UNPAID LEAVE OF ABSENCE

Under emergency circumstances for personal or other reasons, you may need to be temporarily released from the duties of your job with iLEAD. It is the policy of iLEAD to allow its eligible employees to apply for and be considered for certain specific leaves of absence not otherwise set forth in this handbook.

~~Time off for any reason during a working day will count first against your allotted paid time off. Thereafter, unless specifically exempted, any time off will be without pay.~~

Failure to return to work as scheduled from an approved leave of absence, or failure to inform Employee Services of an acceptable reason for not returning as scheduled, will be considered a voluntary resignation of employment.

All requests for leaves of absence shall be submitted in writing to Employee Services. Each request shall provide sufficient detail, including the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable.

Regular full time employees who have completed one year of service are eligible for an unpaid personal leave of absence of thirty (30) calendar days. During that time, you may remain covered under iLEAD's medical plans subject to plan eligibility and requirements and must continue to pay their portion of the applicable premiums.

A request for a personal leave will be evaluated on a number of factors, including anticipated operational and staffing requirements during the proposed time of absence. In the case where the initial 30 calendar days are insufficient, consideration may be given for an extension of 30 more days if your manager is informed in writing.

If you are on leave for more than 30 days, you must pay the full costs of your insurance benefits. iLEAD will resume payments when you return to active employment.

FUNERAL/BEREAVEMENT LEAVE

iLEAD employees will be allowed up to 5 consecutive working days off to arrange and attend the funeral of an immediate family member (3 days in-state or 5 days out of state). Regular exempt full-time employees will receive this time with pay. For all other employees, the time off will be unpaid.

For purposes of this policy, an employee's immediate family member includes a current spouse, parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grandchild, or domestic partner.

In certain circumstances, iLEAD may offer up to two weeks of additional paid bereavement leave. Such leave will be allowed only at the discretion and approval of the Administration.

MILITARY LEAVE OF ABSENCE

All employees who leave iLEAD for active military service or military reserve duty will be placed on an unpaid military leave of absence. Employees are entitled to reinstatement upon completion of such military service or duty, provided an application for reinstatement is made within 90 days of discharge, or as otherwise provided by law.

Time spent on military leave counts for purposes of determining "length of service." However, you will not accrue sick leave or receive holiday pay during military leave.

FAMILY MILITARY LEAVE

Qualified employees are eligible for up to 10 days of unpaid leave when their spouse or registered domestic partner is on leave from military deployment. A qualified employee is one who regularly works more than 20 hours per week and whose spouse or registered domestic partner is a member of the Armed Forces, National Guard, or Reserves and is on leave from deployment during a period of military conflict.

If you are eligible for such leave, please submit a written request for leave to Employee Services within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. You will also be required to provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment.

The employee may take this time off without pay unless otherwise required by applicable law.

DRUG AND ALCOHOL REHABILITATION LEAVE

iLEAD will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program, provided that the accommodation does not impose an undue hardship on iLEAD. iLEAD will not pay for the costs incurred in attending a rehabilitation program. An employee who wishes to identify him or herself as an individual in need of the assistance of an alcohol or drug rehabilitation program may contact the Administration. iLEAD will take all reasonable steps necessary to maintain the employee's privacy in this situation. The employee may use paid sick leave, if any, during requested leave.

Nothing in this policy shall prohibit iLEAD from refusing to hire or from discharging an employee who, because of his or her current use of alcohol or drugs, is unable to perform his/her duties or cannot perform the duties in a manner that would not endanger his/her health or safety or the health or safety of others. This policy in no way restricts iLEAD's right to discipline an employee, up to and including termination of employment, for violation of iLEAD's Drug and Alcohol Abuse Policy.

TIME OFF TO ATTEND CHILD'S SCHOOL DISCIPLINE

Any employee who is a parent or legal guardian of a child that has received written notice from the child's school requesting his or her attendance at a disciplinary conference is entitled to take unpaid leave to attend the conference. Please contact the Administration to determine eligibility and scheduling before taking any leave to attend a disciplinary conference.

TIME OFF TO ATTEND CHILD'S SCHOOL ACTIVITIES

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency. You may take no more than eight hours off for this purpose in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance.

You may be asked to provide documentation from the school or day care facility that you participated in the activity to confirm your attendance at its facility for reasons covered under this policy on the specific date and time that you took the leave. This time off is unpaid.

TIME OFF FOR JURY AND WITNESS DUTY

iLEAD encourages employees to serve on jury or witness duty when called. An employee must notify their supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. Time off for jury and witness duty is unpaid. Any jury pay or mileage may be kept by the employee. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek.

Verification from the court clerk of having served may be required and you will be expected to report or return to work for the remainder of your work schedule on any day you are dismissed from jury or witness duty.

In the event that the employee must serve as a witness within the course and scope of his or her employment with iLEAD, iLEAD will provide time off with pay.

RIGHTS FOR VICTIMS OF ~~DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING~~ CRIME OR ABUSE

Right to Time Off:

~~All employees have the right to take time off from work to get help to protect themselves and their children's. If you are the victim of stalking, domestic violence, sexual assault, or a crime that caused physical injury or that caused mental injury and a threat of physical injury, or if your immediate family member is deceased because of a crime, you are permitted to be absent from work to seek relief related to the crime or abuse. Relief includes, but is not limited to, obtaining a temporary restraining order, a restraining order, or other injunctive relief to help ensure the health, safety, or welfare. All employees can take time off to get a restraining order or other court order. All employees can of you or your child. You are permitted to take leave for this purpose whether or not any person is arrested for, prosecuted for, or convicted of committing the crime. All employees can also~~ take time off from work

to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.

Employees may use available accrued PSL. Otherwise, the time off is unpaid. In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification, or other documentation that reasonably verifies that the crime or abuse occurred and your absence was for an authorized purpose) within a reasonable time period thereafter.

If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

Right to Reasonable Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking:

Employees have the right to ask iLEAD for help or changes in their workplace to make sure they are safe at work. iLEAD will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. iLEAD may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. iLEAD will maintain confidentiality regarding any requests for accommodations under this policy.

Prohibition on Retaliation and Discrimination: iLEAD is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of domestic violence, sexual assault, or stalking a crime or abuse.
- The employee asked for time off to get help
- The employee asked iLEAD for help or changes in the workplace to ensure safety at work.

Right to File a Complaint: If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on ~~our~~-its website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

TIME OFF FOR VICTIMS OF CRIME

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) of the victim—of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, you are permitted to be absent from work to attend judicial proceedings related to the crime.

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid.

The types of verification iLEAD may require for an unscheduled judicial proceeding include: documentation evidencing the judicial proceeding from any of the following entities: the court or government agency setting the hearing; the district attorney or prosecuting attorney's office; or the victim/witness office that is advocating on behalf of the victim.

TIME OFF FOR VOLUNTEER FIREFIGHTERS, RESERVE PEACE OFFICERS OR EMERGENCY RESCUE PERSONNEL

If you are a registered volunteer firefighter, reserve peace officer, or emergency rescue personnel (including an officer, employee or member of a disaster medical response entity sponsored or requested by the state) who intends to perform emergency duty during work hours, please alert your supervisor so iLEAD is aware of the fact that you may have to take time off to perform emergency duty. In the event any employee needs to take time off for this type of emergency duty, a supervisor must be notified before leaving work. All time off for these purposes is unpaid.

Registered volunteer firefighters, reserve peace officers or emergency rescue personnel are eligible to take temporary unpaid leaves of absence for fire or law enforcement training not to exceed 14 days per calendar year. In the event you need to take time off for this type of emergency duty/-training, you must notify your supervisor and Employee Services in advance.

CIVIL AIR PATROL LEAVE

iLEAD will not discriminate against an employee for membership in the Civil Air Patrol. Additionally, iLEAD will not retaliate against an employee for requesting or taking Civil Air Patrol leave, which is unpaid.

iLEAD will provide not less than 10 days per year of leave but no more than 3 days at a time to employees who are volunteer members of the California Wing of the Civil Air Patrol unless the emergency is extended by the entity in charge of the operation and iLEAD approves the leave. Employees must have been employed by iLEAD for at least 90 days immediately preceding the commencement of leave, and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

Employees must request leave with as much notice as possible in order to respond to an emergency operational mission of the California Wing of the Civil Air Patrol.

Leave under this policy is unpaid. Following leave under this policy, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of civil air patrol service. If the employee complies with these requirements, the employee will be restored to their prior position without loss of status, pay, or other benefits, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee.

TIME OFF TO VOTE

iLEAD encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Because polls are open from 7:00 a.m. until 8:00 p.m., employees generally are able to find time to vote either before or after their regular work schedule. If you do not have sufficient time outside of working hours to vote and have not requested an absentee ballot, you may receive up to two hours of paid time off to vote. Any additional time off will be without pay.

Employees must request time off from their supervisor at least two working days before election day so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to normal work schedules.

If approved for time off, you will not incur any attendance infractions for missing work to vote. Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

WORKERS' COMPENSATION LEAVE

iLEAD will grant you a workers' compensation disability leave in accordance with state law if you incur an occupational illness or injury. As an alternative, iLEAD may offer you modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law (if eligible) and is unpaid (although certain wage replacement benefits may be available).

An employee who sustains a work-related injury or illness should inform his or her supervisor and Employee Services immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage.

LEAVE FOR BONE MARROW AND ORGAN DONORS

Pursuant to California law, iLEAD will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, iLEAD will also provide up to 30 business days of paid leave within a one-year period and up to 30 business days of *unpaid* leave within a one-year period to an employee who donates an organ to another person. This one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

iLEAD requires that bone marrow donors use up to five days of available accrued sick time during the course of the leave. Organ donors must use up to ten days of available accrued PSL time during the course of the leave.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide iLEAD with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, iLEAD will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give iLEAD as much notice as possible of the intended dates upon which the leave would begin and end.

ADULT LITERACY LEAVE

Pursuant to California law, iLEAD will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on iLEAD. iLEAD does not provide paid time off for participation in an adult literacy education.

EMPLOYMENT EVALUATION AND SEPARATION

EMPLOYEE REVIEWS AND EVALUATIONS

To encourage open communication with employees and supervisors, iLEAD supports the Performance Review also known as Reflective Supervision process. iLEAD strives to conduct employee performance reviews annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

There are several advantages to work planning:

- It helps you and your supervisor establish priorities among different work activities. It sets standards or goals that can help you increase your own productivity by providing a focus on your efforts in relation to goals.
- It provides an opportunity for you to share your ideas on doing your job better.
- It establishes expectations in advance, together with the results that will be used to determine success, which will help to ensure that your performance is judged fairly.

The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or retention of your job. Salary increases and promotions are solely within the discretion of iLEAD and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with the Administration, and that you are aware of its contents. The evaluation system in no way alters the employment at-will relationship. Failure by iLEAD to conduct a performance review will not prevent iLEAD from terminating your employment.

DISCIPLINE AND INVOLUNTARY TERMINATION

Violation of iLEAD's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. iLEAD's disciplinary system is informal and iLEAD may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.

VOLUNTARY TERMINATION

Either the employee or iLEAD may terminate the employment relationship at any time, with or without notice and with or without cause. We hope that you will enjoy your employment with iLEAD. However, if you decide to

resign, while it is not required, iLEAD requests that you give as much advance notice as possible (preferably two weeks) to allow iLEAD to plan for your departure.

iLEAD values its employees and is committed to providing a positive, rewarding and productive work environment. As a result, we appreciate your honest feedback during your exit interview. An exit interview may be scheduled on the last day of work with the Administration. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any iLEAD property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at iLEAD. Final pay will be provided in accordance with state law.

RETURN OF PROPERTY

Employees are required to return iLEAD property that is in their possession or control in the event of termination of employment, resignation, or layoff, or immediately upon request. We may also take all action deemed appropriate to recover or protect iLEAD property.

REFERENCES

All requests for references and employment verifications must be promptly directed to the Administration. When contacted for a reference or employment verification, iLEAD will only provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verification.

ACKNOWLEDGEMENT OF GUIDEBOOK AND AT WILL EMPLOYMENT

I acknowledge that have received the Employee Guidebook. I have read the Guidebook and understand the contents of the Guidebook. I agree to abide by all of iLEAD's policies.

I understand and agree to my at-will employment status as described in the Guidebook, summarized as follows:

- This Guidebook does not in any way reflect a contract of employment, either express or implied between iLEAD and me.
- iLEAD is an at-will employer. I am free to terminate the employment relationship with iLEAD at any time; iLEAD, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me for any or no reason at any time. Specifically, iLEAD may modify all terms of employment including any policy or practice and/or my hours, wages, working conditions, job assignments, position title, compensation rates and benefits in its sole discretion.
- Nothing in this Guidebook creates, or is intended to create, a promise or representation of continued employment or guaranteed terms and conditions of employment for me. Further, there is no agreement, express or implied, written or verbal, between the employee and iLEAD for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.

I understand that no supervisor or representative of iLEAD has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will. I understand that only the Board of Directors has the authority to make any such agreement and then only in writing signed by the Board of Directors.

Employee's Name: _____

Employee's Signature: _____

Dated: _____

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]

OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN

iLEAD AGUA DULCE CHARTER SCHOOL AND ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT

THIS OPERATIONAL MEMORANDUM OF UNDERSTANDING (hereinafter “MOU” or “Agreement”) is made and entered into as of this 1 day of July, 2021, by and between the Board of Trustees of the Acton-Agua Dulce Unified School District (hereinafter “AADUSD” or “District”), a public school district organized and existing under the laws of the State of California, and iLead Agua Dulce Charter School (hereinafter “Charter School”), a nonprofit public benefit corporation duly organized under the laws of the State of California (collectively, “the Parties”).

RECITALS

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding the Charter School’s funding and programs, and the District’s statutorily prescribed supervisory oversight of the Charter School, and the provision of administrative and/or special education services to the Charter School; and

WHEREAS, the Charter School has developed and submitted a Charter Petition to establish a charter school to the District; and

WHEREAS, by approving the Charter Petition, the District shall be the authorizing agency of the Charter School; and

WHEREAS, guidelines regarding the Charter School’s program, operation, structure, and obligations in operating the school, are set forth in the Charter Petition, attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, the establishment and operation of the Charter School shall be in compliance with the laws and regulations of the State of California and the California Department of Education as they pertain to charter schools; and

WHEREAS, upon execution of this Agreement by the Parties and upon approval by the District, this Agreement shall be considered a material revision of the charter and shall become a fully incorporated part of the charter; and

WHEREAS, the terms of this MOU shall prevail over any inconsistent terms of the charter.

AGREEMENT

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agree as follows:

1. Term: This MOU shall be for the following term, to commence on 1st day of July 2021 and ending on the termination date of the Charter School’s charter. This MOU is subject to termination for cause, as specified in Paragraph 51, below, including revocation of the charter as specified in Paragraph 50, below.

2. Renewal: This MOU shall be automatically renewed for an additional fiscal year on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the AADUSD Board of Trustees pursuant to Education Code section 47607. Examples:

Compliance with required reporting and other state mandates for charter schools

Unqualified annual financial audits that do not include material weaknesses, scope limitations or any other type of limitation that would prevent ongoing fiscal stability as demonstrated through the submission of quarterly financial statements

AB 1505

Academic performance as determined by criteria established by the California State Board of Education, in addition to data criteria and adopted indicators established by the California Department of Education.

All subject to the determination and assessment of the authorizer (AADUSD).

3. Designation of Charter School.: The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: iLead Agua Dulce Charter School. The Charter School shall ensure that its name is correctly spelled in all notifications to the State and in its corporate documents.

4. Charter School Authority: The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease, or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Third Party Contracts: Third party contracts over \$100,000 shall be disclosed to the District. The contract will not violate applicable conflict of interest laws or the Charter School's own conflict of interest policy. The Charter School will use its best efforts to ensure that the third-party contractor complies with all reasonable requests by the District for financial records and inquires regarding financial records, and that failure of the contractor to promptly provide financial records upon

request and respond to inquiries regarding financial records may be considered a breach of the charter and grounds for revocation. Disclosure will include:

- A. A copy of the contract specifying the exact services that will be provided and the cost, the term of the contract.
- B. A description of the third-party contractor's roles and responsibilities for the operation of the Charter School.

Additional services may be contracted by the Charter School from the District if available pursuant to a separate written agreement between the Parties.

6. Procurement Procedures: The Charter School agrees to follow all applicable state and federal guidelines regarding procurement procedures.

7. Charter School Governance: The Charter School will be governed by the Charter School's Board of Directors pursuant to its Charter and bylaws. At its election, the District's Board of Trustees may appoint a representative, to be determined by the District, to serve as a voting or nonvoting member of the Board of Directors and/or as the District's contact person with the Charter School.

8. Board of Directors Meetings: The Board of Directors of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective board policies and procedures. Board of Directors meetings shall be conducted pursuant to the requirements of the Ralph M. Brown Act (Government Code § 54950-54962). Board of Directors adopted policies, meeting agendas, and minutes shall be maintained and available for public inspection and during site visits. For all regular and special meetings of the Board of Directors and all standing committee meetings, the Charter School will give a copy of the board annual meeting dates to the District and shall post the agenda, no less than 72 hours prior to a regular meeting and no less than 24 hours prior to a special meeting. The posted agenda shall contain a description of where the agenda was posted and that the meeting is held in compliance with the Americans with Disabilities Act. Once approved by the Charter School's Board of Directors, the Charter School shall post the Board Minutes to the school website. The Board Agendas and Minutes can be provided to the District upon request.

9. Facilities: The Charter School will lease facilities from Acton-Agua Dulce Unified School district located at 11311 Frascati St, Agua Dulce, CA 91390 ("Site") from July 1, 2018 to June 30, 2021, they shall provide a certificate of occupancy, as well as, any conditional use permits issued by the local jurisdiction to the District no later than 10 business days prior to the first day of occupancy. The Charter School recognizes that its facilities must conform with any federal or State requirements that may be applicable to charter schools.

The Charter School intends to secure and provide facilities for administration and classroom use at no cost to the District. The Charter School shall also be responsible for the maintenance, operations, and insurance of its facilities. The Charter School waives any right to facilities, furniture, fixtures or equipment it might be eligible for Proposition 39, codified at Education Code 47614, or its implementing regulations or any related laws enacted in the future.

10. Equipment and Materials: All equipment and materials purchased by the Charter School with Average Daily Attendance ("ADA") funding generated by students enrolled in the Charter School shall remain the property of the Charter School while the Charter School is operational and until closure

of the Charter School. If the Charter School is required to liquidate such equipment or materials to repay or return State funds upon closure of the Charter School, or to repay creditors, all remaining net assets of the Charter School (after payment of all creditors), including equipment and materials purchased with ADA funding generated by students enrolled in the Charter School, shall be distributed following the dissolution procedures outlined in the Charter under "Closure Protocol" to another public educational entity for the benefit of public education, where the "public educational entity" shall be located within Los Angeles County and may be a California school district, county office of education, or charter school as selected by the Charter School. The Charter School shall be solely responsible for maintaining such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall mark and identify, and maintain a written inventory of all such equipment and materials with a purchase value of five hundred dollars (\$500.00) or more. The written inventory can be provided upon request. The written inventory shall include the original purchase price and date, a brief description, serial numbers and other information appropriate for documenting the Charter School's assets. Property shall be inventoried on an annual basis and lists of any missing property or other dispositions shall be presented to the Charter School's Board. The Charter School shall account for all assets obtained in its financial reports.

11. Transportation: The Charter School shall be solely responsible for the direct cost of all transportation services if provided, including field trips, provided by the Charter School for its pupils. The Charter School shall ensure that Charter School fieldtrip consent and medical insurance forms are consistent with the requirements set forth in Acton-Agua Dulce District forms. The District shall not be responsible for providing or paying any costs in connection with transporting any Charter School students at any time.

12. Food Services: The Charter School shall be solely responsible for the direct cost of all food services provided by the Charter School for its pupils if provided. The District shall not be responsible for providing or paying any costs in connection with food service to Charter School students at any time. Any additional costs not covered by federal and State nutritional grants shall be borne by the Charter School.

13. Administrative Services: The Charter School may contract with the District or County Office of Education or a reputable, bonded, and insured payroll contractor ("Vendor"), to prepare payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. This provision of the MOU applies to administrative services including but not limited to payroll, State Teachers Retirement System ("STRS") and/or Public Employees Retirement System ("PERS") report and contributions, accounting and fiscal services including accounts payable, billing, accounts receivable, and other duties as set forth in the Charter. The Charter School shall provide the District a copy of its agreement upon request. The Charter School shall be solely responsible for the direct cost of all other administrative services provided by the District to the Charter School, including but not limited to the following: STRS and/or PERS county-wide reporting as set forth in Paragraph 37 below; Special Education Administrative Oversight; Staff Development; Fiscal Services (beyond oversight); and the District's Annual fees.

The Charter School will establish and oversee a system to prepare attendance reports and submit payroll check requests per district guidelines. The Charter School will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies, and (2) the correct tax, retirement, disability, and the withholding have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on documented checks that are separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate

payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick and vacation leave.

14. Fiscal Services: The District and the Charter School agree that the District shall not act as a fiscal agent for the Charter School. It is understood that the Charter School shall be responsible for all fiscal services such as payroll, purchase orders, attendance reporting, and state budget forms, but may contract with the District for services by way of a separate mutually exclusive written agreement. To the extent that the District is required to submit financial forms on behalf of the Charter School, the Charter School is responsible for providing the necessary information to the District in a timely manner and in a format acceptable to the District and in accordance with this MOU. The Charter School agrees to follow processing schedules and any other District business office procedures.

15. Pupil Records: The Charter School shall at all times maintain Charter School pupil records, including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within Los Angeles County. Notwithstanding Education Code section 47610, the Charter School shall comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its charter, and this MOU.

16. Notice to Parents/Guardians: Annually, the Charter School shall provide to the District a copy of the annual notice sent to all parents/guardians regarding their rights under the Family Educational Rights and Privacy Act ("FERPA"). If the Charter School receives Title I funding, parent notice shall provide information regarding the federal No Child Left Behind Act, including the right to request and receive essential information about the professional and educational background of the teacher(s) instructing their child and notification when their child is taught for four or more weeks by a teacher who is not "highly qualified" as contemplated by the No Child Left Behind Act.

17. Complaint Procedure: Any complaints/concerns received by the District about any aspect of the operation of the Charter School or about the Charter School shall be forwarded by the District to the Charter School in a timely manner. To the extent that such concerns/complaints may involve issues related to possible revocation or non-renewal of the charter, the District may request that the Charter School inform the District of how such concerns/complaints have been addressed and the Charter School agree to provide such information.

18. Family Educational Rights and Privacy Act ("FERPA"). Employees of the Charter School who have a legitimate educational interest are entitled to access students' education records under 20 U.S.C. section 1232g, the Family Educational Rights and Privacy Act ("FERPA") and Education Code section 49076(b)(6). The Charter School, its officers, and employees shall comply with FERPA at all times. In addition, it is agreed that the District has an educational interest in the educational records of the Charter School such that the District shall have access to those records for reasons that include, but are not limited to, records requests, complaints, and school closure. Records, at a minimum, shall include emergency contact information, health and immunization date, attendance summaries, and academic performance data from the statewide student assessments required pursuant to Education Code sections 60605 and 60851.

19. Fingerprint and Criminal Record Summary Services: The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees in positions requiring contact with minor children in accordance with the requirements of Education Code section 44237. The Charter School shall require all subcontractors and

vendors whose duties require contact with Charter School students to submit fingerprints in accordance with Education Code section 45125.1. The Charter School shall certify with the District that it is in compliance with this paragraph. The Charter School shall make Charter School employee fingerprint verification information available to the District upon request.

20. Indemnity: Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School's operations, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. It is the express intent of the Parties to provide the District the broadest indemnity protection available, consistent with applicable laws, and any doubts shall be resolved in favor of indemnifying the District. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

The Charter School agrees to pay any attorneys' fees and costs incurred by the District, or the District's insurer that provides liability or property coverage to the District, which are incurred in any successful effort by the District or the insurer to invoke or enforce the indemnification and insurance provisions of this Agreement. Any successful effort includes, but is not limited to: (1) the District prevailing in any litigation against the Charter School, or its insurance providers, seeking to invoke or enforce the indemnification and insurance provisions of this Agreement, and (2) voluntary acceptance of the indemnification and insurance provisions of this Agreement by the Charter School or its insurance providers. All fees and costs incurred by the District or the insurer, after the District or the insurer has requested in writing, that the Charter School or its insurance provider comply with the indemnification and insurance provisions of this Agreement, shall be paid to the District, or the insurer, whichever has paid the fees and costs.

21. Insurance Coverage: No later than July 1st, proceeding the charters first operational year or such earlier time as the Charter School may employ individuals or acquire or lease property or facilities, the Charter School shall procure from an insurance carrier licensed to do business in the State of California, and maintain in full force during the term of the charter, at its own expense, at least the following insurance coverage:

- A. Property Insurance: Property insurance shall cover replacement costs, if offered by the insurance carrier, including coverage for all assets listed in the Charter School's property inventory and consumables. If full replacement value coverage is not available, the Charter School shall procure property insurance in amounts as close to replacement value as possible.
- B. General Liability: General liability insurance shall be no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury, personal injury, civil rights claims (including employment discrimination), and property damage.
- C. Workers' Compensation: Workers' compensation insurance adequate to protect the Charter School from claims under Workers' Compensation laws and within statutory limits.

- D. Directors and Officers Liability Insurance: Directors' and officers' liability insurance, including employment practices liability insurance, shall be obtained and kept in force at all times and shall be no less than \$50,000.00 per occurrence and \$500,000.00 general aggregate.
- E. Automobile Liability: Automobile liability insurance to the extent necessary and in amounts appropriate for the type and use of the automobile(s).

The Charter School will also institute risk management policies and practices to address reasonably foreseeable occurrences and provide the District with a copy of the policies and a certification that such policies and practices have been instituted.

The Charter School shall not issue enrollment packages to prospective students, enter into employment contracts, or otherwise engage in activities related to instruction under the Charter until all required insurance certificates have been set in place.

The Charter School's insurance policies shall include the following (1) a statement that the District and its officers, employees and agents are named as additional insured by way of endorsement to the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. The certificates shall also include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance program or self-insurance carried or maintained by the District or its Governing Board. Each insurance company shall be an insurer admitted to do business in California with a "VIII" or better rating according to the current edition of Best's Insurance Reports.

The certificates shall provide for thirty (30) days written notice to the District of any modification, change, or cancellation of any of the above insurance coverage. The District may request to see evidence of insurance coverage. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of the Charter School.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Charter School, and any approval of said insurance by the District, or its insurance consultant(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Charter School pursuant to this MOU, including but not limited to, the provisions concerning indemnification.

22. Special Education Services and Section 504:

- A. The Charter School is expected to pursue Local Education Agency ("LEA") status and may join the SELPA of their choosing for the sole purpose of receiving special education funding. If a letter from the SELPA approving the Charter School's status as an LEA is not received by July 1st of the preceding year, the Charter School will operate as a public school of the District for the following school year for purposes of special education. Should the Charter School operate as a public school of the District, both parties agree that funding for special education at the Charter School will be allocated by the Antelope Valley SELPA and that the responsibilities and obligations of the District and the Charter School regarding the provision of special education and related services for students enrolled in the Charter School shall be set forth in a separate memorandum of understanding between the Parties. Such memorandum of understanding shall be in place prior to the opening of the Charter School.

- B. The Charter School shall be solely responsible for the Charter School's compliance with the Individuals with Disabilities and Education Improvement Act (20 U.S.C. sections 1400, et seq.) (hereinafter "IDEIA"), including but not limited to any and all costs to provide special education and related services to the Charter School's students including transportation and contracting with qualified service providers. As such, the parties understand and agree that the Charter School shall at all times be solely responsible for compliance with the IDEIA in all aspects and for providing students with exceptional needs who attend the Charter School a free and appropriate public education in compliance with the IDEIA. The Charter School shall comply with all policies and procedures adopted by the SELPA. The Charter School shall defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, and losses, and shall pay all costs, including the District's attorneys' fees, associated with any due process hearing or legal action arising out of the Charter School's provision of special education and/or related services to former students of the Charter School, students attending the Charter School, or students seeking to enroll in the Charter School.
- C. The Charter School shall be solely responsible for complying with all requirements of Section 504 of the Rehabilitation Act, including but not limited to, holding Student Study Team meetings, developing and implementing Section 504 Accommodation Plans, and responding to complaints filed with the Office of Civil Rights as a function of the general education program.
- D. Any potential funding from Assembly Bill 602 for special education shall be based on the SELPA's funding allocation plan and be passed through in the same manner as any LEA within the SELPA.
- E. Charter Schools must pay an equitable share of encroachment. Paying encroachment is a statutory requirement. (E.C. 47646)

23. Oversight Monitoring: Oversight monitoring of Charter School shall be in compliance with applicable law, District Board policy, and the terms of the approved charter. At the District's request, the Charter School and District personnel shall meet monthly to discuss areas of concern, review and monitor records and student progress.

24. Supervisory Oversight Fee: In consideration for the actual costs of supervisory oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisory oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a) through (e), only. For purposes of this section, "revenue of the charter school" means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School. Payment by the Charter School shall be made in accordance with the provisions of Paragraph 26 below. These costs are in addition to, and not in lieu of, other costs set forth herein.

25. Direct Funding, Use of Funds, and Reserves.

- A. To the extent that Charter School is required to submit records or information to the District or to the Los Angeles County Office of Education in order to confirm funding, those records must be prepared by the Charter School in a format acceptable to the recipient and in accordance with the law.
- B. The Charter School shall elect to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds directly in accordance with Education Code section 47651(a)(1). These funds shall be forwarded to an account established for the Charter School at a federally-insured commercial bank or credit union. The Charter School's bookkeeper will reconcile the Charter School's ledger(s) with its accounts in the County treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The chief financial officer and/or finance committee of the Charter School Board will regularly review these statements, and a copy of the monthly statements will be provided to the District. The Charter School will deposit all funds received as soon as practicable upon receipt. A petty cash fund at each learning site may not exceed \$500.00, may be established with an appropriate ledger to be reconciled twice monthly by a Charter School administrator, who shall not be authorized to expend petty cash. If the Charter School contemplates incurring debt, including loans from the State Treasury, it will provide notice to the District in accordance with this MOU. The parties specifically agree that it is not the responsibility of the District to provide advance funding for in lieu of property tax receipts to the Charter School, in accordance with Education Code section 47635. The Charter School recognizes that the District shall have no responsibilities for funding the Charter School beyond the actual funding received for the Charter School.
- C. The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the Charter School, and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the nonprofit public benefit corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever.
- D. To safeguard the Charter School's financial stability, the Charter School shall maintain annual reserves of no less than three percent (3%) of the total expenditures and uses of the Charter School's most recent adopted budget for the fiscal year. An explanation of any projected drop in reserves below the five percent level must be included in the Budget Assumptions and Narrative.
- E. SELPA payments, if any, to the Charter School shall follow the SELPA's funding allocation plan. The Charter School understands that any delay in state or federal special education funding shall not delay services provided by the Charter School in any way. The Charter School agrees to provide funding above and beyond state and federal special education funding should it be necessary and not depend on the District for any advanced payments, reimbursements or other costs towards the Charter School's Special Education services in any manner.

26. Payment Schedule: The Charter School shall pay the administrative services fees (Paragraph 13), supervisorial oversight fees (Paragraph 24), and all other fees in quarterly installments due, respectively, for each school year. The Charter School authorizes the District to deduct such fees or payments from apportionments received by the District prior to disbursement to the Charter School and/or the District may elect to offset and deduct any such fees or payments from in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted thirty (30) days prior to any such offset.

27. Mandated Costs: The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU.

28. Additional Funding Sources: The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. The Charter School shall hold harmless, indemnification, bond, and/or other mutually acceptable security arrangement with the District reflective of the level of risk to the District for any repayment of any grants and/or additional funding.

29. Grants: The Charter School and the District may cooperate to identify and apply for grants that meet the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District or the Charter School.

30. Charter School Budget, Expenditures, Reports, and Audits: The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended and maintained in an appropriate fashion. Such policies will include, but are not limited to, principles that ensure that: (1) expenditures are authorized by an accord with amounts specified in the Board-adopted budget; (2) the Charter School's funds are managed and held in a manner that provide a high degree of protection of the Charter School's assets; and (3) all transactions are recorded and documented in an appropriate manner that allows reporting to the State as required by the District, the County Office of Education, or Department of Education.

The Charter School shall develop and monitor its budget in accordance with the annual budget development and monitoring calendar to be developed by the Charter School. State required financial reports shall be forwarded to the District by the dates specified in this MOU.

The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters.

The Charter School shall prepare and submit to the District the following financial information reports using the state software (SACS 20-ALL) or the Charter School Alternative Reporting Form, according to the following schedule:

- A. On or before July 1 of each year, a preliminary budget.
- B. On or before December 15, an interim financial report that reflects changes through October 31.
- C. On or before March 15, a second interim financial report that reflects changes through January 31.
- D. On or before September 15, a final unaudited report for the full prior year.
- E. Interim financial reports will be submitted to the District on or before deadlines listed above. Such reports shall display budgeted revenues and expenditures as compared with actual figures to date and projected year-end figures, by major category of revenue and expenditure. The reports shall also include disclosure of any and all new debts assumed by the Charter School.
- F. The Charter School shall carefully monitor its financial budget and agrees to report any potentially significant operating deficit to the District within thirty (30) days of initial discovery or knowledge of such deficit.
- G. The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU.
- H. The Charter School shall utilize the services of an accounting/auditing firm experienced with school and educational accounting requirements and practices.
- I. For the reports listed under A through C above, the Charter School shall also provide with each financial report supporting and/or back up information including but not limited to: MYP for current and two subsequent years; Assumptions used for two subsequent years; Explanation for major variances by category between reporting periods; Enrollment projection; ADA P2 projection by grade level; COLA & Deficit percentage; Calculation used for determining general purpose funding; List of statutory benefit rates; List of H&W rates and number of participants; and Number of FTEs for certificated and classified employees for each year.

The Charter School will develop and maintain simple check requests and purchase order forms to document the authorization of all non-budgeted expenditures. All proposed expenditures must be reviewed and approved by the Charter School's Director to determine whether the proposed expenditure is consistent with the Board-adopted budget and sign the check request form. All transactions will be

posted on an electronic general ledger. The transactions will be posted on the ledger by someone at the school site or by a contracted bookkeeper. To ensure segregation of record recording and authorization, the bookkeeper may not co-sign check requests or purchase orders.

- 31. Bonds: In the event that the District seeks and receives voter-approved bond(s), parcel taxes, etc., the Charter School shall have no entitlement to any portion of the funds unless otherwise negotiated in advance or unless otherwise required by law. The Charter School agrees that it has no entitlement to funds being currently received, if any, by the District under former parcel tax or bond elections.

32. Loans: The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is agreed that the Charter School will provide loan payment information upon request and will regularly report loan payments in the interim financial reports. Loan payments shall be the sole responsibility of the Charter School. The District shall have no obligation for repayment.

33. Cash Flow: By mutual agreement and separate MOU that outlines conditions, term, and rates, the District may enter into arrangements to advance funds to the Charter School, or may, provide a line of credit for the Charter School as long as such agreements do not reduce or delay the resources assigned to the student of the District.

34. Personnel and STRS/PERS Reporting Requirements:

- A. All applicants for positions with the Charter School will be considered through an open process, and if hired, will enter into an employment agreement with the Charter School. The Charter School is independent from the District and any AADUSD employees who choose to work at the Charter School shall resign their status as employees of the District and all of their rights and benefits thereof. All persons employed by the Charter School shall not be deemed to be employees of AADUSD for any purpose whatsoever. The Charter School's employees shall have no employment rights of any kind with the District.
- B. The Charter School will develop and maintain an Employee Handbook detailing the rights and responsibilities of all Charter School employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation in the 2017-2018 school year, and by July 1 of each subsequent year, the Charter School shall provide the District an electronic copy of the Employee Handbook. The Charter School shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. The Charter School shall be solely responsible for the hiring and compensation of Charter School employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. The District shall have no obligation to provide beginning teacher support or assessment to any Charter School teacher or employee. The Charter School shall notify all applicants for non-certificated positions with the Charter School that accepting employment at the Charter School may exclude the applicant from further coverage in the applicant's current retirement system depending on the retirement options offered by the Charter School.
- C. No later than October 10th, of each subsequent year, the Charter School shall provide the District proof of employment of appropriately credentialed, full-time teachers at the Charter School for that school year consistent with the qualification requirements for "Teachers" set forth in the Charter. The Charter School agrees to employ teachers according to the applicable criteria in federal and State law. The District reserves the right to review Charter School hiring decisions to ensure compliance with applicable federal and State mandates regarding teachers and to determine whether a teacher is deemed to be appropriately credentialed. Flexibility will be given to the Charter School as permitted by Education Code section 47605(l).
- D. If the Charter School elects to participate in the STRS or PERS programs, the Charter School shall enter into a contract with STRS, and/or PERS if applicable in the future, and

provide the District written notification and a copy of such agreements, prior to the hiring of any Charter School employee. The District shall receive the Charter School's STRS (and PERS, if applicable in the future) school-level reporting, and create any final county-wide reports required by STRS and/or PERS and submit such final reports to the retirement system on behalf of the Charter School. The Charter School shall pay the District the actual costs for these reporting services, as set forth in Paragraph 29 above, pursuant to Education Code section 47611.3. The Charter School shall timely upload their preliminary STRS and/or PERS payroll file and/or information required by the STRS and/or PERS systems, making corrections as indicated by the respective systems, and thereafter shall submit to the District all such necessary information to file final county-wide reports with STRS and/or PERS. The Charter School shall be solely responsible for the content and accuracy of the information provided to the District. The Charter School accepts and assumes sole financial responsibility for any and all STRS and/or PERS reporting fines and/or penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except if such fines and/or penalties result from the sole negligence of the District. This section, however, does not require the charter school to participate in either the STRS or PERS retirement programs.

35. Suspensions and Expulsions: In addition to the procedures set forth in the Charter, the Charter School shall ensure that pupils suspended from the Charter School are provided with an appropriate alternative educational program (class work and homework assignments, etc) during the period of the pupil's suspension from school. Whenever a pupil is expelled from the Charter School, the Charter School shall notify the pupil and the pupil's parents or guardians in writing of the pupil's duty to attend the public school district in which the residency of either the parent or legal guardian is established. The Charter School shall also notify the public school district in which the residency of either the parent or legal guardian is established whenever a pupil is expelled from the Charter School.

36. AADUSD Reports: The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

37. Attendance Reporting, School Calendar, and Other Data:

The Charter School shall provide the District with the following:

- A. Descriptions of outreach and recruitment activities that have been conducted to reach target populations as described in the charter.
- B. Procedures for application or enrollment wait listing and lotteries for placement (enrollment preferences) as described in the charter.
- C. Evidence of enrollment preferences consistent with the charter and with District conditions of operation.

- D. Copy of enrollment forms and information provided to prospective families.
- E. Documentation, where applicable, that start-up enrollment is consistent with enrollment numbers described in the charter.
- F. Evidence that each student is a resident of California in accordance with Education Code section 47612.
- G. For students over 18, evidence that each student has been continuously enrolled (no break in enrollment greater than 20 school days) in an educational program and is making satisfactory progress toward completion of a high school diploma.
- H. Charter School's annual attendance calendar no later than July 1, 2016, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code for each grade level served.

The Charter School shall establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School shall submit enrollment and attendance data one week prior to the CDE's principal apportionment reporting deadlines to the District as necessary to enable the school to receive the funding specified in this MOU. The Charter School shall provide the District with a monthly enrollment report, no later than the 15th calendar day of the following attendance month. The Charter School shall provide all data and reports required by the District in hard copy and electronic data files. Electronic data files shall be in the CDE required Principal Apportionment software format (currently PASR) and signed certifications will accompany hard copies of documents by given due dates.

In addition to submission of the electronic data files, the Charter School shall submit to the District hard copies of attendance documents three times per P1, P2, and P Annual, and P3 if necessary. AADUSD staff will review and certify the accuracy of attendance data submitted by the Charter School. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to the Charter School. The Charter School is responsible for assuring that all reports are accurate and timely in order to receive timely apportionment payments. The Charter School shall also maintain weekly attendance sheets, attested to by acceptable electronic means signed and dated by teachers, and documentation evidencing contacts made by the Charter School to parents/guardians when students are absent from school (e.g., parent contact log, absence log, etc).

The Charter School shall submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School shall provide the District with documentation of the teacher/student ratio for the Charter School.

38. Educational Program: The Charter School shall comply with all applicable state and federal laws pertaining to the Charter School, including but not limited to, California Education Code sections 47600 et seq. and Title 5 of the California Code of Regulations, sections 11960 et seq., as these laws and regulations may be amended periodically during the term of this Agreement. At all times that it is operational, the Charter School shall have available the

information listed below. The information shall be submitted to The District prior to opening, whenever updated, and upon request:

A. Scope and sequence for all subjects to be offered by the Charter School during the school year and during any supplemental instruction offering.

B. The complete educational program for students to be served including, but not limited to:

1. A description of the curriculum and identification of the basic instructional materials to be used.
2. Plans for professional development, including agendas, topics to be covered, and speakers.
3. Results of interim assessments used to evaluate student specific progress during the school year in addition to the results of the CAASPP Assessment in evaluation of student progress.
4. The University of California course descriptions submitted to UC Doorway.
5. The Charter School's annual calendar for the school year that includes the number of instructional days (minimum 175 days or as required by law), minimum or early release days, holidays, board recess days, and professional development days.
6. Daily bell schedule for site-based programs that includes any passing time, breaks or recess, lunch breaks, before or after school activities.
7. Designation of any non-classroom based instructional days.
8. Sample student contracts, description of frequency of contact with teachers, pupil/teacher ratios, and description of how student work will be evaluated for time value for non-classroom based programs (if applicable).
9. Initial and mid-term Western Association of Schools and Colleges ("WASC") accreditation self-study and visiting committee reports.

39. Assessments and CAASPP Testing: The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and AADUSD curricular competencies as required by law.

The Charter School shall create a plan annually detailing the date and location of CAASPP testing, and the total number of CAASPP tests to be administered to Charter School pupils. The Charter School shall provide the District with school-wide CAASPP test results by subgroups upon request. The Charter School shall institute measures to ensure the security of all testing materials.

40. Program Audit: After receipt of standardized testing scores, the Charter School administrator will compile and provide to the District an annual performance audit documenting whether or not students are achieving the measurable outcomes defined in the charter and such

other information requested by the District relating to the Charter School's performance. This provision does not limit the District's statutory authority to make reasonable requests for information related to the educational program and student performance at any time during the year.

41. Curriculum Council: The District and Charter School may jointly establish a Curriculum Council to assist in the ongoing improvement of Charter School's curriculum and implementation of its education program.

- A. The Curriculum Council shall serve an advisory function only. Its members shall include, at a minimum, the District Superintendent or designee, the District's Director of Student Services, and the Charter School Director and/or Charter School Director Designee. The chairperson of the Curriculum Council shall be the District's Director of Student Services.
- B. The Curriculum Council may meet on at least monthly and/or quarterly basis to review, discuss, and/or make recommendations to the Charter School's Board of Overseers regarding instructional materials and other teaching resources, standardized testing requirements, school improvement tools and processes, professional development for teachers and administrators, technology integration, and other curriculum-related topics.

42. Annual Report: Beginning with the second year of operation, by February 1 each year, the Charter School shall submit a written "Annual Report/School Accountability Report Card" ("SARC") and by July 1st of each year the annual LCAP update to their website. These documents will be provided to the District. These documents will include for the prior year that examines the following:

- A. CAASPP results as listed above.
- B. Progress made on test scores, graduation rates and other measures of student success using the California School Dashboard
- C. Progress made toward each of the educational goals and student outcomes identified in the charter.
- D. Evidence that the Charter School is systematically examining student data and using it to drive decisions regarding curriculum and instruction.
- E. Names of any additional internal assessments used by the Charter School not identified in the charter.
- F. Plans to address areas identified as needing improvement by the Charter School.
- G. Evidence that the Charter School is financially sound.
- H. Other relevant information as determined by the District, its Board of Trustees, or the Los Angeles County Board of Education.

43. Financial Records: Upon request, the Charter School shall provide the District with documentation of any financial records pursuant to Education Code section 47604.3 and as stipulated in the MOU.

44. Compliance with Other External Source Funding Requirements: The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

45. Dispute Resolution Procedure: In the event of any dispute between the Charter School and AADUSD, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent or designee, and the Charter School's Executive Director. The Executive Director and the Superintendent or designee, shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the Parties. If no mediator is agreed upon within two weeks, the right to mediation is deemed waived unless otherwise agreed by the parties in writing. Unless agreed otherwise, the mediator shall not make findings or recommendations. Review by the mediator shall be held no later than forty-five (45) business days of receipt of the initial dispute statement. If mediation does not resolve the dispute, either party may pursue any other remedy available under the law. In addition, the District is not required to be referred to mediation in those cases where the District determines that the violation constitutes a severe and imminent threat to the health and safety of the Charter School's students.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement. It is also expected that the Charter School certify that all employees have had training as mandated reporters and have undergone sexual harassment training.

46. Legal Services/Other Services: The Charter School will be responsible for procuring its legal counsel and the costs of such service. The Charter School reserves the right to subcontract any and all services specified in this Agreement to the District and/or to public or private subcontractors as permitted by law and as available from the District.

47. Revocation and Closure Protocol: The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 53 shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its intention and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d). Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the person(s) responsible for implementing the Charter School's closure protocol shall be experienced in dissolution

and closure of public educational programs and such person(s) shall comply with all legal requirements regarding the confidentiality of student records. The Charter School's Executive Director shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining net assets. At a minimum, the closure protocol shall contain the following:

- A. Identification of the Executive Director who will oversee and conduct the closure process; this provision shall include a process to ensure that it is updated no less than annually or when any change is made.
- B. Notification of students and families of the Charter School closure.
- C. Security of student and business records.
- D. Identification of all assets and liabilities and plan for transfer as detailed in the charter.
- E. Final close-out audit to be paid for by the Charter School.
- F. Identification of a source of funding to be used for closeout expenses including final audit.
- G. Dissolution of the Charter School and/or nonprofit corporation.

The Charter School's procedures shall also satisfy the definition of "closure procedures" in Title 5, California Code of Regulations section 11962, to the extent that Section imposes, or is amended to impose, additional requirements.

Closure procedures will not begin until appeal rights (if applicable) have been exhausted. If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the District shall serve written notice on the Charter School that the closure procedures have been invoked. The Charter School shall immediately identify the specific individual who is responsible for coordinating the Charter School's close out activities and shall notify the District. The District shall identify a staff person who shall work with the Charter School to accomplish all close out activities.

The Charter School expressly acknowledges the right of the District, on behalf of the County Superintendent of Schools (pursuant to Education Code section 47604.3), to take immediate and direct control of all of the Charter School's student and business records at any time after the District gives written notice that it is invoking closure procedures.

48. Termination for Cause: The District may terminate any services provided pursuant to this MOU upon failure of the Charter School to pay any amount due under this MOU within sixty (60) days after receipt by Charter School of a District demand for payment and notice of intent to terminate services. Any failure by the Charter School to pay an amount due under this MOU, or other material violation of the terms of this MOU by the Charter School, may constitute grounds for revocation of the Charter in accordance with the provisions of the charter and the Charter Schools Act, and any such termination or revocation shall be consistent with such provisions, including with respect to notice and an opportunity to cure. In the event of revocation of the charter, this MOU shall be deemed null and void. Charter School may suspend performance under or terminate this MOU for cause upon sixty (60) days advance written notice to the District of a material violation by the District of the terms of this MOU.

49. Dispute Resolution: In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall act in good faith to settle the dispute, claim, question, or disagreement in accordance with the dispute resolution process prescribed in Paragraph 48, above.

50. Annual Review and Miscellaneous: The Charter School shall participate in an annual review conducted by the District, if any, of all programs offered at the Charter School, including their effectiveness and student achievement. The review may, at AADUSD discretion, require changes to the Charter School's programs to ensure compliance with the educational curriculum outlined in the Charter.

The annual review will be based upon objective criteria and incorporated by reference. As part of the annual review, the Charter School shall update its charter to reflect any new requirements of charter schools enacted into law after the charter was originally granted or last renewed, and any programmatic updates. On an annual basis, if the Charter School meets substantial achievement of and compliance with the District's criteria, as attested to by the AADUSD Superintendent, the Charter will be deemed renewed for a term of five (5) years. If the Charter is deemed not to have met or complied with a significant portion of the District's criteria but is progressing towards achievement of the criteria, the charter School's term will continue as originally granted or last renewed. However, if the District finds that the Charter School's financial, academic, compliance, or safety performance fails to meet agreed upon criteria, the District has the responsibility to prescribe warrants corrective action or closure of the Charter School.

The Charter School shall provide all services not expressly indicated herein to be provided by the District. Nothing herein shall preclude the parties from negotiating or amending this MOU to include additional services not contemplated by this MOU.

51. Independent Contractor Status: The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

52. Collective Bargaining: The Parties agree and understand that all employees of the Charter School shall be employees of the Charter School and that the Charter School shall be the exclusive public employer for the purposes of collective bargaining as provided in Education Code section 47605(b)(5)(O).

53. Construction and Enforcement: This MOU shall be construed and enforced in accordance with the laws of the State of California. Any litigation filed by the Parties regarding this Agreement shall be filed and heard in a court of competent jurisdiction for the County of Los Angeles, State of California.

54. Entire MOU: This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

55. Annual Review of MOU: The Parties agree to review this Agreement annually. By June 1st of the then-current year, both parties will present proposed revisions to the MOU. If there is no agreement to the proposed revision(s) by June 30 of the current year, then the existing MOU will continue in effect until mutually modified, except that the MOU shall expire upon the expiration, rescission, or revocation of the charter.

56. Amendments: This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative. The writing shall indicate the intent of the parties to alter the MOU and contain specific reference to the Charter and to this MOU which it alters, amends or modifies. The Agreement may be amended by the Parties at any time during the school year.

57. Representatives." The duly authorized representative of the Charter School is iLead Agua Dulce Charter School's CEO or its designee. The duly authorized representatives of the District are the AADUSD Board of Trustees and the AADUSD Superintendent or his/her designee.

58. Material Revision to Charter: Changes to the charter deemed to be material revisions may not be made without prior approval by the District's Superintendent. Revisions to the charter considered to be material changes include, but are not limited to the following:

- A. Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision.
- B. Adding a non-classroom based program.
- C. Proposed changes in enrollment that increases or decreases by more than 20 percent +/- of the enrollment originally projected in the charter petition in any given year.
- D. Addition or deletion of grades or grade levels to be served.
- E. Changes to location of facilities or lease agreements for the Charter School sites, resource centers, meeting space, or other satellite facility including the opening of a new facility; temporary locations rented for annual student testing purposes shall be exempted from this provision.
- F. Admissions requirements and procedures.
- G. Governance structure, including but not limited to: substantial changes in number of board members, method by which new board members are selected, and/or changes in majority/quorum or other provisions relating to resolution approval

59. Invalidity of Provisions of this MOU: If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

60. Nondiscrimination: The Charter School covenants and agrees that it shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220 including but not limited to race, color, religion, gender, ancestry, physical and/or mental disability, marital status or national origin, nationality or ethnicity, sexual orientation, perceived sexual orientation, and/or

association with individuals with one or more of the above characteristics in the operation of the Charter School.

61. Assignment: Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

62. No Waiver: No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

63. Survival: All representations, warranties and indemnities made herein shall survive termination of this MOU.

64. Notices: All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopy or a facsimile, or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

65. Communication Policy: AADUSD will assign one employee within the district to be an authorized Charter School's direct person of contact. This person will respond to the Charter School's question or concerns in a timely manner. AADUSD will provide initial trainings on the district approved core values, oversight matrix and communication expectations annually. AADUSD will organize and conduct PLC meetings and provide professional development days annually. Site visitations will occur regularly to ensure compliance with the approved petition, MOU's and review the progress towards oversight annual matrix completion. The AADUSD Office of School Choice will report weekly to the AADUSD Superintendent about current events as it pertains to the authorized charter schools and provide the AADUSD Board of Trustees, through executive summaries, about the successes and challenges our charter schools are facing. The AADUSD Office of School Choice will complete a thorough annual charter review using the approved Charter School Oversight Matrix, with the optional support of third party experts, and provide both the board of education and the authorized charter with a written report outlining specific recommendations for continued authorization or revocation.

Authorized Charter Schools will provide the AADUSD Office of School Choice with the name, phone number, and business address of all key administrative employees within your charter, as well as, addresses of all school site facilities. The Charter School will designate one employee to be in direct contact with the AADUSD Office of School Choice for any and all questions and concerns. This person should respond to the district within 3 business days. The Charter School will abide by the District's Core Values and remain focused on fostering positive open relationships with not only AADUSD, but, any district in which your program resides. The Charter School will provide updates to AADUSD Office of School Choice, in the framework of the districts six essentials, in order to keep an open dialogue about the successes and challenges that your charter is facing. Annually a list of proposed marketing plans will be provided to the District. The Charter School will assign a key administrative employee to be a member of the AADUSD PLC and attend meetings and professional development. Understand that AADUSD personnel will be on your campus at any time to complete quarterly visits

and/or annual audits. The Charter School will complete and submit all documents in a timely manner. Ensure that AADUSD Office of School Choice is provided copies of all correspondence with state entities.

66. LCAP Requirements: The LCFF accountability system requires that Charter School develop a three-year LCAP and annually update it.

The LCAP must:

- Be adopted by July 1, of each year.
- Identify goals based on state priorities for all students, “numerically significant subgroups”, students with disabilities, and eligible students,
- List annual actions that the charter school will implement in accomplishing the goal,
- Describe expenditures in support of the annual actions and where they can be found in the charter schools budget.
- The updates must use the template adopted by the SBE and include:
 - A review of the progress towards the goals included in the charter,
 - An assessment of the effectiveness of the actions described in the charter towards achieving the goals,
 - A description of changes to be implemented as a result of the review and assessment.

To the Charter School:

Lisa Latimer - School Director
Charter School Representative

To AADUSD:

Acton-Agua Dulce Unified School District
c/o Superintendent
32248 Crown Valley Road
Acton, California 93510
Telephone: (661) 269-0750

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

FOR CHARTER SCHOOL

FOR AADUSD

By: _____
CEO
Charter School

 6/25/2021
Intelin Superintendent
AADUSD

**ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT
&
iLEAD AGUA DULCE CHARTER SCHOOL
LEASE AGREEMENT**

This Lease Agreement ("Lease") is entered into by and between iLEAD Agua Dulce ("iLEAD AD" or "Lessee") and Acton-Agua Dulce Unified School District ("AADUSD" or "District").

WHEREAS, iLEAD AD is a non-profit public Charter School that operates pursuant to a charter petition approved by the AADUSD Board of Trustees ("Charter Petition").

WHEREAS, AADUSD is a Public School District and authorizer of iLEAD AD.

WHEREAS, iLEAD AD desires to lease certain property from AADUSD pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Lease, the parties hereby agree as follows:

PREMISES:

iLEAD Agua Dulce shall lease from AADUSD the real property and improvements located at 11311 Frascati Street, Agua Dulce, CA 91390 (the "Leased Premises" or the "Agua Dulce School campus") owned by the Acton- Agua Dulce Unified School District according to this Lease Agreement.

TERM:

The term of this Lease shall be from July 1, 2021 to the earliest to occur of:

- (a) June 30, 2026;
- (b) non-renewal or revocation of the Charter Petition, subject to iLEAD AD's appeal rights ("Term").

The Parties may extend or renew this Lease upon as the Parties see fit.

RENT:

For the duration of the Term, the Charter School authorizes the District to deduct such fees or payments from apportionments received by the District prior to disbursement to the Charter School and/or the District may elect to offset and deduct any such fees or payments from in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted thirty (30) days prior to any such offset, for the Leased Premises ("Rent"). The annual Rent amount will be calculated as a percentage of iLEAD AD's prior fiscal year LCFF LCFF revenue as set forth below based on its Second Principal Apportionment (P-2), not to exceed a funded average daily attendance (ADA) of 500. The May invoice each year will include a reconciliation of LCFF revenue received by iLEAD AD based on the certified Annual Apportionment for the previous fiscal year, as needed. Any payment reconciliation will take place before June 30 of each year. If the District owes iLEAD AD or iLEAD AD owes the District, all payments will be paid in

full to begin the new fiscal year. The following percentages of prior year LCFF will be used to calculate annual rent as follows:

- (a) 2021/2022 school year: 8.0%
- (b) 2022/2023 school year: 8.5%
- (c) 2023/2024 school year: 9.0%
- (d) 2024/2025 school year: 9.5%
- (e) 2025/2026 school year: 10.0%

MAINTENANCE SUMMARY:

The Acton Agua Dulce Unified School District (District) requires that the Charter School (Lessee) maintain the Agua Dulce School campus to the same standards as previously held before this lease. The following guidelines include the District's expectations. The District's Maintenance and Operations (M&O) Department shall annually conduct an inspection and produce an annual report of all of the items listed below to ensure that the District's standards are being met. The Lessee shall be expected to assume responsibility for any and all repairs and/or replacements listed on this annual report within 30 days of notification, unless the repair and/or replacement is the District's responsibility under this Lease. Should the repairs and/or replacements required of the Lessee not be completed within the 30-day period, the District shall have the repairs/replacements completed on behalf of the Lessee. Any invoices and/or payments for the repairs and/or replacements including interest and/or late fees shall be the responsibility of the Lessee.

BUILDINGS:

All classrooms and office buildings shall be maintained in *good working order*¹ and visual appearance at all times and any repairs made in a timely manner (30 days) which include exterior & interior painting, windows & shades, ramps, locking mechanisms, carpets, VCT floorings, lightings, both exterior & interior, electrical & IT wiring. All roofing shall be maintained to prevent water leakage. If leaks do occur, the Lessee shall have those repaired within a timely manner (10 days) and pay for those repairs. Any damage caused by water intrusion shall be repaired at the Lessee's expense in order to maintain sufficient working order and/or appearance. Should the Lessee fail to timely repair the building as set forth in this paragraph, or within a reasonable time period if the repairs cannot be reasonable completed with the timelines set forth in this paragraph, the District may have the repairs done on behalf of the Lessee at the expense of the Lessee.

RESTROOMS:

All restrooms shall be maintained in good working order. This includes the ventilation system, flooring, lighting, toilets, urinals, all plumbing pipes, sinks, soap dispensers, stall partition walls & doors, interior and exterior walls, entry doors, locks, roofs, electrical wiring and fire alarm systems within the restrooms. Any repairs or materials needed to maintain a good working order system shall be done within 30 days, or within a reasonable time period if the repairs cannot be completed within 30 days, the District may have the repairs done on behalf of the Lessee at the expense of the Lessee.

¹"Good working order" is defined as: The condition of a mechanism or object when it is functioning properly.

FURNITURE:

All furniture shall be maintained in good working order or replaced if damaged. This includes student chairs, student desks, teacher desks & chairs, all tables, rolling & fixed cabinets, metal vertical and lateral filing cabinets, bookcases, and fixed whiteboards. Any repairs or replacement materials needed to maintain a good working order system shall be completed within 30 days, , or within a reasonable time period if the repairs cannot be completed within 30 days the District may have the repairs done on behalf of the Lessee at the expense of the Lessee.

HVAC UNITS:

All HVAC units shall be maintained in good operating order, both heating & cooling. Filters are to be changed every three (3) months. All equipment connected to the HVAC unit shall be maintained in good working order, which includes thermostat, wiring, filters, grills, and breakers. Any repairs or replacement materials needed to maintain all HVAC units shall be done in a timely manner and paid by the Lessee. Should the Lessee fail to repair the unit(s) within 30 days, , or within a reasonable time period if the repairs cannot be completed within 30 days, the District may have the repairs done on behalf of the Lessee at the expense of the Lessee.

WATER WELL SYSTEM:

The water well system shall be maintained in good working order. The Lessee shall assure that the chlorine tank is maintained weekly, and shall monitor all equipment related to the water well system. All monthly water samplings tested by the County will be paid by the District. Any repairs/replacement parts needed on the water well system shall be done within 1-3 days, realizing that the water source for both restrooms and drinking fountains come from the same well source. Any repairs or replacement materials needed to maintain a good safe system shall be done within 10 days and paid for by the District.

SEPTIC SYSTEM:

The septic system shall be maintained in good working order. The Lessee shall assure that the septic tank is pumped when needed, minimum annually. Any repairs or replacement needed to maintain a good safe septic system shall be done and paid for by the District.

FENCING:

All fencing surrounding the campus and gates shall be adequately maintained and able to secure the campus. Any repairs needed to maintain the security of the Agua Dulce School Campus shall be done within 30 days and paid for by the Lessee. Should the Lessee fail to repair the fencing within 30 days, or within a reasonable time period if the repairs cannot be reasonably completed within 30 days, the District may have the repairs done on behalf of the Lessee at the expense of the Lessee.

FLAG POLE & FLAGS:

The flag pole and rope shall be maintained in good working order. Flags shall be maintained in good appearance and if needing replacement, the Lessee shall buy new flags (California & US). Any repairs or replacement materials needed to maintain a good working order system shall be done within 30 days and paid for by the Lessee. Should the Lessee fail to repair or replace the unit(s) within 30 days, or within a reasonable time period if the repairs and/or replacements cannot

be reasonably completed within 30 days, the District may have the work done on behalf of the Lessee at the expense of the Lessee.

TRASH & RECYCLING PICK-UP:

The Lessee shall enter into its own contract with a waste management provider of their choice in order to have trash & recyclable materials picked up at the school site. The Lessee shall be responsible for the monthly payment for this service.

UTILITY COSTS:

The Lessee shall be responsible for payment of all utility charges at the school site including electric, water, natural gas, telephone, internet, and any other services.

CUSTODIAL PERSONNEL:

The Lessee shall maintain all facilities in a good and clean manner and have a campus custodian on-site daily on school days to empty all interior & exterior trash cans, keep the restrooms clean and stocked, have all carpets vacuumed at least once a week, Multi-Purpose Room (MPR) floor mopped, and cleaned. The Lessee shall be responsible for providing all paper and chemical supplies. The District recommends the hours of custodial personnel shall be 12:30-9:00 PM daily.

MPR & KITCHEN:

Lessee shall be responsible for maintaining the MPR and kitchen. Any repairs or replacement materials needed to maintain a good working system shall be done within 30 days and paid by the Lessee. Should the Lessee fail to repair the unit(s) within 30 days, or within a reasonable time period if the repairs cannot be reasonably completed within 30 days the District may have the work done on behalf of the Lessee at the expense of the Lessee.

MAINTENANCE PERSONNEL:

The Lessee shall be responsible for maintaining the premises daily on a basis on school days in order to facilitate repairs, unlocking of school gates upper & lower fields, raising the flags, unlocking certain doors, and performing necessary repairs, including the replacement of HVAC filters, well maintenance and keeping the exterior of the campus swept and clean and regular landscape maintenance of the campus. The Lessee is responsible for purchasing the necessary equipment, mowers, blowers, etc. in order to maintain a visually clean and well- kept campus.

SUMMER CLEANING:

The Lessee shall be solely responsible for the Summer cleaning of the campus in order to maintain a clean & healthy environment for the upcoming school year. This will include the cleaning of carpets, VCT Flooring, walls & lights, the stripping & waxing of the MPR Flooring. If the Lessee fails to do Summer cleaning by the first day of the new school year, the District may hire a custodial company to come in and clean the campus, as described herein, and the Lessee shall be charged for those services.

LATHEM BELL SYSTEM:

The Lessee is responsible for the proper operation, maintenance and repairs on the existing Lathem Bell system and it shall be maintained in good working order until the lessee ends its lease. Any repairs or replacement materials needed to maintain the system in good working order shall be done

within 30 days and paid by the Lessee. If Lessee fails to make the necessary repairs within 30 days, or within a reasonable time period if the repairs cannot be reasonably completed within 30 days, the District may have the repairs done and send the bill to the Lessee.

FIRE EXTINGUISHER ANNUAL RECERTIFICATIONS:

There will be an annual recharge & recertification of all fire extinguishers on the Agua Dulce school campus during the month of July. The Lessee shall be responsible for this expense. Should the Lessee fail to recharge and recertify all fire extinguishers during the month of July, the District may have the work done on behalf of the Lessee at the expense of the Lessee.

FIRE ALARMS:

The Lessee shall be responsible to maintain the fire alarm system in good and safe working order at all times. Any repairs or replacement materials needed to maintain a safe working system shall be done within 5 days and paid for by the Lessee. If Lessee fails to make the necessary repairs within 5 days, or within a reasonable time period if the repairs cannot be reasonably completed within 5 days, the District may have the repairs done and send the bill to the Lessee.

PLAYGROUND EQUIPMENT:

All playground equipment and the playground surfaces themselves shall be maintained in good working order. Any repairs or replacement materials needed to maintain a good working order system shall be done within 30 days and paid for by the Lessee. If Lessee fails to make the necessary repairs within 30 days, or within a reasonable time period if the repairs cannot be reasonably completed within 30 days, the District may have the repairs done and send the bill to the Lessee.

EXTERIOR CEMENT LUNCH TABLES/BENCHES/UMBRELLAS:

All Exterior cement lunch tables/benches shall be maintained so as to be used safely by the students. Any repairs or replacement materials needed to maintain a safe use shall be done within 30 days and paid for by the Lessee. If Lessee fails to make the necessary repairs within 30 days, or within a reasonable time period if the repairs cannot be reasonably completed within 30 days, the District may have the repairs done and send the bill to the Lessee.

PERMISSIBLE USES:

iLEAD AD will only use the Agua Dulce School campus as a public school for iLEAD AD students and incidental related uses, subject to and in accordance with all applicable zoning and other governmental regulations. Notwithstanding the foregoing, iLEAD AD will make the Agua Dulce School Campus available to the public in accordance with the Civic Center Act, Education Code section 38130 *et seq.*, and iLEAD AD will be responsible for reviewing and coordinating any requests for use. iLEAD AD, at its own expense, shall comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all of the governmental authorities having jurisdiction over the Agua Dulce School campus, which are occasioned by or required in the conduct of iLEAD AD's operations within the Agua Dulce School campus, and to obtain all licenses, permits and the like required to permit iLEAD AD to occupy the Agua Dulce School campus. Any use of the Agua Dulce School campus by any party other than iLEAD AD must be approved, in advance and in writing, by the District Superintendent, and the District shall assist iLEAD AD with fulfilling these obligation as owner of the property.

INDEMNIFICATION:

iLEAD Agua Dulce covenants and agrees to indemnify the District and the District's agent from all loss, damage, liability or expense of any kind, including without limitation attorneys' fees and court costs incurred, suffered or claimed by any person whomsoever, or for any cause whatsoever, by reason of the use or occupancy by iLEAD AD, its agents, employees, invitees or visitors of the Agua Dulce School campus, except to the extent caused by the gross negligence or willful misconduct of the District or any of its employees or agents. The provisions of this indemnification 8 shall survive the expiration of the Term of this Lease.

ALTERATION, REMODELS AND CONSTRUCTION:

No structural alterations, remodeling, or construction projects shall be done at the Agua Dulce School campus without prior written approval from the District. Exterior paint color must be pre-approved by the District.

END OF LEASE:

After expiration of the Term the Lessee, shall leave all the items listed above in good working order. If any repairs or replacement items are needed, they shall be completed with 30 days. The Lessee shall be responsible for this expense. Should the Lessee fail to meet this obligation within 30 days, or within a reasonable time period if the repairs and/or replacements cannot be reasonably completed within 30 days, the District may have the work done on behalf of the Lessee at the expense of the Lessee. At no time shall the Lessee remove items from the Agua Dulce School Campus upon the expiration of the Term without first having the M&O on-site to assure it is not District property. The campus is to be put back into operating condition before the Lessee ends the lease and vacates the property.

NOTICES:

All notices required or permitted by this Lease will be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, return receipt requested, addressed to the District or iLEAD AD respectively, at the following addresses:

DISTRICT
Superintendent
Acton-Agua Dulce Unified School District
32248 Crown Valley Road
Acton, CA 93510

iLEAD AD
Executive Director
iLEAD Agua Dulce
11311 Frascati Street
Agua Dulce, CA 91390

WAIVER OF PROP 39 RIGHTS:

During the Term, iLEAD Agua Dulce waives any right to facilities, furniture, fixtures or equipment it might be eligible for under Proposition 39, codified at Education Code 47614, or its implementing regulations or any related laws enacted in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Lease t as of the date and year first written below.

FOR iLEAD AGUA DULCE

By: Lisa Latimer

Its: School Director

Signature:

FOR ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT


By: Kim Shaw, Interim Superintendent
Its: _____



Curriculum and Instruction Independent Study Policy

Purpose and Scope

For iLEAD Agua Dulce School to provide a procedure and a framework for eligible students to enroll in the iLEAD Agua Dulce Charter ("school") Independent Study programs.

General

1. Independent Study students must be enrolled in iLEAD Agua Dulce.
2. Charter. iLEAD Agua Dulce retains discretion to approve Independent Study for any pupil.
3. All Independent Study students must sign a new Independent Study Master Agreement ("MA") every year.
4. Independent Study Teacher of Record – A certificated teacher of iLEAD Agua Dulce must supervise, coordinate, and evaluate the work of each student engaged in Independent Study.
5. The Independent Study Teacher of Record may grant no more than one day of apportionment credit (ADA) for each day that the school is in session, and only to the extent of the time value of pupil or student work products as personally judged by Teacher of Record per learning period.
6. In a charter school, the ratio of average daily attendance for independent study pupils to full time equivalent (FTE) certificated employees responsible for independent study shall not exceed a pupil-teacher ratio of 25:1 or the ratio of pupils to full-time equivalent certificated for all other educational programs operated by the largest unified school district, as measured by average daily attendance, as reported at the second principal apportionment in the prior year, in the county or counties in which the charter school operates.
7. No individual with exceptional needs as defined in Education Code Section 56026 may participate in independent study unless his or her individualized education program (IEP) specifically provides for that participation.
8. The school shall provide appropriate existing services and resources to enable students to complete their independent study successfully
9. The School Director shall report to the board the number of students in independent study by typical categories of study and duration; the ADA generated; a description of the students' performance on those indicators of quality which the board may specify; and the number and proportion of students, by typical categories, who graduate or successfully complete their studies.
10. The school will provide content to students aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school students, this includes access to all courses offered by the school for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.

Deleted: for the purposes of,

Deleted: school director

Master Agreements

The School Director or designee shall ensure that the school executes a written independent study agreement with each participating student as prescribed by law. Individual independent study agreements and any subordinate contracts and assignments must be consistent with the school's adopted course of study.

Deleted: superintendent

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A written independent study agreement shall be executed for each participating student. Each agreement shall be signed and in effect prior to the start of reporting attendance (ADA) pursuant to that agreement. Notwithstanding the foregoing, for the 2021-22 school year only, each agreement shall be signed no later than 30 days after the first day of instruction. The independent study agreement for a student must require and cover a study plan that represents no less than the equivalent of a minimum school day for the student's grade level for every school day covered by the agreement. Written agreements may include subsidiary agreements, such as course contracts.

Written Learning Agreements shall include

1. A schedule of manner, frequency, date, time, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent or guardian regarding a pupil's academic progress,
2. The objectives and methods of study for the student's work, and the methods utilized used to evaluate that work.
3. The specific resources, including materials and staff, which will be made available to the student. These resources shall include confirming or providing access to all students to the connectivity and devices adequate to participate in the educational program and complete assigned work.
4. A statement of the school's policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the student should be allowed to continue in independent study.
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the student's IEP or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class, or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.

Deleted: evidence of work completion and for reporting his or her progress

Deleted: <#>The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a pupil evaluation is required to determine whether the pupil should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program.¶

Deleted: <#>The duration of the enrolled course or courses, the duration of the learning agreement, and the number of course credits for each enrolled course consistent with the certifications adopted by the governing board or body of the school district, charter school, or county office of education pursuant to Section 51749.5. The duration of a learning agreement shall not exceed a school year or span multiple school years.¶

Deleted: <#>A statement of the policies regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the number of missed assignments allowed prior to before an evaluation of whether or not the pupil should be allowed to continue in independent study.¶

Deleted: the pupil is not required to enroll in courses authorized pursuant to Section 51749.5.

Deleted: A summary of the policies and procedures adopted by the governing board or body of the school district, charter school, or county office of education pursuant to Section 51749.5, as applicable.

Deleted: ¶

The learning agreement shall be signed by the pupil and, if the pupil is less than 18 years of age, the pupil's parent or legal guardian, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. The signed learning agreement constitutes permission from a pupil's parent or legal guardian, if the pupil is less than 18 years of age, for the pupil to receive instruction through independent study.

Deleted: and all certificated employees providing instruction before instruction may commence

A physical or electronic copy of the signed learning agreement shall be retained by the school for at least three years and as appropriate for auditing purposes.

Deleted: district, county office of education, or charter school

For purposes of this section, an electronic copy includes a computer or electronic stored image of an original document, including, but not limited to, portable document format, JPEG, or other digital image file type, that may be sent via fax machine, email, or other electronic means.

Before signing a written agreement, and upon the request of the parent or guardian of a student, the school shall conduct a phone, videoconference, or in-person student-parent-educator conference or other school meeting during which the student, parent or guardian, and, if requested by the student or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study, before making the decision about enrollment or disenrollment in the various options for learning.

Participation may be limited:

1. No individual with disabilities, as defined in Education Code 56026, may participate in independent study unless his/her IEP specifically provides for such participation.
2. Students enrolling in independent study must be residents of the local county or an adjacent county.

Deleted: ¶

Deleted: individualized education program

Deleted: (Education Code 51745) (cf. 6159 - Individualized Education Program)

Deleted: (Education Code 51747.3)

Maximum Length of Time to show evidence of work completion

For pupils in all grade levels offered by iLEAD Agua Dulce the maximum length of time that may elapse to show evidence of work completion shall be twenty (20) school days.

Guidelines for Missing Evidence of Work Completion

If any student fails to complete at least 75% of work assigned for one learning period, is not making satisfactory educational progress as defined below, and/or accumulates 20 absences due to insufficient work completion and/or engagement as evaluated by the facilitator, the school may conduct an evaluation to support the needs of the student, which may result in a determination that this independent study program is not an appropriate fit for the student.

Deleted: is missing evidence of work completion due to inadequate progress in any learning period of 20 school days, the school may conduct an evaluation to support the needs of the student, which may result in a determination that this independent study program is not an appropriate fit for the student. ¶
Inadequate Progress, established by Board policy, occurs when the student fails to attend one learning period meeting, fails to complete at least 75% of work assigned for one learning period, and/or accumulates 20 absences due to insufficient work completion and/or engagement as evaluated by the facilitator

A student is deemed to be making "satisfactory educational progress" if the student is progressing toward meeting the goals and/or metrics pursuant to their Personalized Learning Plan and/or their IEP. The School Director or designee is responsible for making this determination based on all of the following indicators:

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d)(4)-(5).
2. The completion of assignments, assessments, or other indicators that show the student is working on assignments.
3. Learning required concepts, as determined by the teacher or record.

Deleted: This is referred to as "Inadequate Progress." Students making Inadequate Progress are considered

4. Progressing toward successful completion of the course of study or individual course, as determined by the Teacher of Record.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three (3) years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

Return to In-Person Instruction

This section only applies to pupils who participate in Independent Study at the school for at least 15 school days in a school year. A pupil's parent/guardian may request their pupil return to in-person instruction from independent study by making a written request to the School Director or the pupil's Teacher of Record. If there is capacity in the school's in-person program at the pupil's grade level, the school will transition the pupil within five school days. If there is not capacity in the school's in-person program at the pupil's grade level, the school will transition the pupil in enrolling in the in-person program offered by their district of residence, transfer the pupil's educational records within five school days, and offer the pupil an opportunity to join the school's waitlist for the pupil's grade level.

Commented [WM2]: This language is only applicable for schools with a site-based program. The law does not specify what should occur if a classroom-based school does not have any classroom seats. Our view is that classroom-based schools must offer a classroom seat if available, but if no seat is available, the school can meet the legal requirements by offering to connect the student to district of residence and to place student on waitlist. However, the law does not expressly state this meets legal requirements. There may be additional guidance shedding light on these requirements.

Tiered Reengagement

This section only applies to pupils who participate in Independent Study at the school for at least 15 school days in a school year. If a student does not generate attendance for more than three school days or 60% of the instructional days in a school week, or for student who are in violation of their written agreement, the school will:

1. Verify current contact information for each enrolled student;
2. Notify parents or guardians of lack of participation within one school day of the student's absence or lack of participation (e.g., via email, message, text, telephone, letter, etc.);
3. Reach out to the student directly and/or parents or guardians, as well as health and social services as necessary, to determine the student's needs for reengagement; and
4. If the student fails to complete at least 75% of work assigned for one learning period, is not making satisfactory educational progress as defined herein, and/or accumulates 20 absences due to insufficient work completion and/or engagement as evaluated by the facilitator, the school will schedule a student-parent-educator conference (a meeting involving all individuals who signed the student's written agreement) to review the student's agreement and reconsider the independent study program's impact on the student's achievement and well-being.
5. A plan to evaluate the pupil's achievement and necessary support through the school's Multi-Tiered Systems of Support process.

Commented [WM3]: These reengagement strategies are required by law but you can add more specifics about each one or others if you'd like. (See Ed. Code, § 51747(d).)

Live Interaction and Synchronous Instruction

This section only applies to pupils who participate in Independent Study at iLEAD Aqua Dulce for at least 15 school days in a school year. Based on each student's grade level, their assigned Teacher of Record will schedule and offer opportunities for synchronous instruction and daily live interaction at least as frequently as set forth below.

Commented [WM4]: This is a new recordkeeping requirement for independent study similar to distance learning requirements, but only applies for students who participate in IS for 15 days or more.

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

"Synchronous instruction" means classroom-style instruction, designated small-group instruction, or one-on-one instruction delivered in person or in the form of internet or telephonic communication by the student's assigned Teacher of Record, and involving live two-way communication.

1. For students in grades TK-3, inclusive, their assigned Teacher of Record will schedule and offer opportunities for daily synchronous instruction.
2. For students in grades 7-8, their assigned Teacher of Record will schedule and offer opportunities for weekly synchronous instruction and daily live interaction.
3. For students in grades 9-12, their assigned Teacher of Record will schedule and offer opportunities for weekly synchronous instruction.

The school will document each student's participation in live interaction and synchronous instruction on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day will be documented as non-participatory for that school day.

Methods of evaluating evidence of work completion

State mandated assessments (mandatory), portfolio, parent and Independent Study Facilitator's observations, assigned work, work samples, student conferences, and any other testing as required by school, including, but not limited to, pre and post assessments.

Resources Available to Independent Home Study Students

This student is entitled to school services including, but not limited to, school personnel, a credentialed teacher, textbooks, computers and software, supplementary materials, educational activities, and community services.

Short Term Independent Study

A short-term Independent Study contract is a voluntary alternative to a regular classroom program of instruction when a learner is absent from school for not less than three (3) and not more than ten (10) consecutive school days and not more than twenty (20) school days a year.

Requests for Independent Study contracts must be given to the School Director, or designee, at least 3 school days prior to the first day of the absence (in the event of an emergency, contact the director.)

All assigned work is due on the day upon which the learner is scheduled to return to the classroom.

Deleted: Schools are not obligated to provide students with an Independent Study contract. The availability of an Independent Study contract must be agreed upon by mutual consent of the director, facilitator, parent/guardian, and learner. Learners should only be placed on Independent Study if the learner can successfully accomplish their academics. (EC 51745(a) and 51747 (c)(7))

Deleted: director

Deleted: A written Independent Study contract must be completed, signed and dated for each participating learner prior to the starting date of the Independent Study. The contract must contain all the components prescribed by law. Each learner's Independent Study contract shall be coordinated, evaluated and carried out under the general supervision of a certificated facilitator.

Deleted: and shall be graded by appropriately credentialed facilitators. iLEAD Agua Dulce shall establish regulations to implement this policy in accordance with law.