



MEETING AGENDA - iLEAD Online 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 in Acton between 9:00 am and 3:30 pm.

Meeting

Meeting Date	Thursday, September 16, 2021
Start Time	5:30 PM
End Time	7:00 PM
Location	Address: 29477 The Old Rd, Castaic, CA 91384 Zoom https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular Scheduled Meeting

Agenda

1. Opening Items

1.1. Call The Meeting To Order	(5:30 PM - 5:30 PM)
1.2. Roll Call	(5:30 PM - 5:30 PM)
1.3. Pledge Of Allegiance	(5:30 PM - 5:30 PM)
1.4. Approve Agenda	(5:30 PM - 5:30 PM)
1.5. Approve Minutes	(5:30 PM - 5:30 PM)

2. Curriculum Moment

2.1. Curriculum Moment	(5:30 PM - 5:30 PM)
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3. Public Comments

3.1. Public Comments	(5:30 PM - 5:30 PM)
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4. Consent Items

4.1. Personnel Report	(5:30 PM - 5:30 PM)
4.2. Check Register	(5:30 PM - 5:30 PM)

5. Discussion And Reports



5.1. School Director Report

(5:30 PM - 5:30 PM)

5.2. Budget Report

(5:30 PM - 5:30 PM)

6. Action Items

6.1. iLEAD Online and AADUSD MOU

(5:30 PM - 5:30 PM)

6.2. Assembly Bill 130 Resolution

(5:30 PM - 5:30 PM)

6.3. Revised Uniform Complaint Policy

(5:30 PM - 5:30 PM)

7. Board Comments

7.1. Board Comments

(5:30 PM - 5:30 PM)

8. Closing Items

8.1. Next Meeting Date

(5:30 PM - 5:30 PM)

8.2. Adjournment

(5:30 PM - 5:30 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.



MEETING MINUTES - iLEAD Online Board

Meeting

	Special meeting
Date	Tuesday, July 27, 2021
Started	5:30 PM
Ended	5:44 PM
Location	Due to social distancing, this meeting will be held virtually. You may join us on ZOOM at: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Independent Study Policy Board Member Role Of Secretary
Chaired by	
Recorder	Rigo Ortega

Minutes

1. Opening Items

1.1. Call The Meeting To Order

Meeting called to order at 5:30 PM

Status: Completed

1.2. Roll Call

Shawna Brown - Present

Brent Pellico - Present

Maria Fiore - Absent

Status: Completed

1.3. Approve Agenda

Motioned: Brent Pellico

Seconded: Shawna Brown

Unanimously approved

Maria Fiore - Absent

Status: Completed

2. Public Comments

2.1. Public Comments



The public may address the iLEAD Online 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.

No Public Comments.

Status: Completed

3. Action Items

3.1. Independent Study Policy - Revised

Due to new legislation for the implementation of Independent Study, the school policy has been revised to meet legal requirements.

Cassandra Coleman, iLEAD CA support provider, presented the Independent Study Policy revisions and answered questions of the Board.

Motioned to approve: Brent Pellico

Seconded: Shawna Brown

Unanimously approved

Maria Fiore - Absent

Due date:

Status: Completed

Documents

- iLEAD Online Updated Independent Study Policy-Redline(5227348.1) (2).pdf
-

3.2. Board Member Role of Secretary

Due to the recent resignation of Board Member Mary Bojorquez, the role of Board Secretary is currently vacant with the need to seek a replacement.

Motioned for Maria Fiore to replace Mary Bojorquez as Secretary: Brent Pellico

Seconded: Shawna Brown

Unanimously approved

Maria Fiore - Absent

Due date:

Status: Completed

4. Board Comments

4.1. Board Comments

No Board Comments.

Status: Completed

5. Closing Items

5.1. Next Meeting Date - September 16 @ 5:30

Due to the recent announcement of the Brown Act Meeting Laws going back into place on October 1, we recommend that this meeting be held in person at the iLEAD HQ as all other future meetings moving forward will be required.

Status: Completed

5.2. Adjournment

Meeting Adjourned at 5:44 PM

Status: Completed



MEETING MINUTES - iLEAD Online Board

Meeting

Date	Tuesday, June 15, 2021
Started	5:30 PM
Ended	6:45 PM
Location	Due to social distancing, this meeting will be held virtually. You may join us on ZOOM at: Zoom https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular Scheduled Meeting
Chaired by	Shawna Brown
Recorder	Rigo Ortega

Minutes

1. Opening Items

1.1. Call The Meeting To Order

Meeting called to order at 5:30PM

Status: Completed

1.2. Roll Call

Shawna Brown - Present

Maria Fiore - Present

Mary Bojorquez - Absent

Brent Pellico - Absent

Status: Completed

1.3. Pledge Of Allegiance

Pledge Of Allegiance was recited.

Status: Completed

1.4. Approve Agenda

Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent



Due date:

Status: Completed

1.5. Approve Minutes

Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent

Status: Completed

Documents

- Minutes-2021-05-18-v2.pdf
-

2. Curriculum Moment

2.1. Curriculum Moment

Erin Jones presented Curriculum Moment and answered questions of the board.

Status: Completed

3. Public Comments

3.1. Public Comments

The public may address the iLEAD Online 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.

No public comment.

Status: Completed

4. Consent Items

4.1. Personnel Report

Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent

Due date:

Status: Completed



Documents

- Personnel Report_Online 6.10.21.pdf

4.2. Check Register

Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent

Due date:

Status: Completed

Documents

- iLEAD Online Payment Register 20210608.pdf

5. Discussion And Reports

5.1. Learner Board Ambassador Report

Learner Board Ambassador was unable to make it.

Status: Completed

5.2. School Director Report

Erin Jones presented School Director Report and answered questions of the board.

Status: Completed

Documents

- 6-15-21 Site Director Board Report .docx.pdf

5.3. Board Member Update

Mary Bojorquez officially resigns and the school has two vacant seats according to Bylaws. are needing board members to apply.

Status: Completed

6. Closed Session

6.1. Public Employee Performance Evaluation

2.2 Gov. Code 54957 - School Director

Status: Completed

6.2. Report of Closed Session

No report of closed session made.

No formal action taken



Status: Completed

7. Action Items

7.1. School Director's Employment Agreement

Maria Fiore Motioned:

We would like to approve the iLEAD Online School Director Contract for the 2021-2022 school year, beginning on July 1, 2021 and concluding June 30, 2022.

The School Director's annual pay has increased. The increase is __1_% for an annual salary of \$ \$117,079.20

She will be entitled to participate in the employee benefit program at the same rate of employer pay as all current employees which currently is at \$600 per month.

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent

Due date:

Status: Completed

7.2. 2021-2022 Permanent Remote Work Agreement

Natasha Baugh, iLEAD CA support provider, presented the 2021-2022 Permanent Remote Work Agreement and answered questions of the board.

Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent

Due date:

Status: Completed

Documents

- Permanent Remote Work Agreement- iLEAD Online 2021.2022.pdf
-

7.3. Employee Guidebook

Natasha Baugh, iLEAD CA support provider, presented the 2021-2022 Employee Guidebook and answered questions from the board.

Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent



Brent Pellico - Absent

Due date:

Status: Completed

Documents

- iLEAD_Online_Guidebook_21_22 Redlined Version.pdf

7.4. 2021 - 2024 Local Control Accountability Plan

Tricia Luckeroth, iLEAD CA support provider, presented the 2021 - 2024 Local Control Accountability Plan and answered questions from the board.

Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent

Due date:

Status: Completed

Documents

- iLEAD Online annual update lcap2017 (25).pdf
- iLEAD Online 2020-2021 Annual Update LCP.docx (1).pdf
- iLEAD Online 21-24 LCAP.pdf
- iLEAD Online Priority Self-Reflection Tool - 2018-2019.pdf
- budgetoverviewparent2021_iLEAD Online.xlsx - Template (1).pdf

7.5. 2020-2021 Estimated Actuals, 2021-2022 Preliminary Budget, and Multi Year Budget

Kelly O'Brien, iLEAD CA support provider, presented the 2020-2021 Estimated Actuals, 2021-2022 Preliminary Budget, and Multi-Year Budget and answered questions of the board.

Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent

Due date:

Status: Completed

Documents

- FY2122- iLEAD Online_EstimatedActualsBudgetMYP_BoardSummary_06.15.2021.pdf

7.6. 2021 - 2022 Education Protection Account Resolution

Kelly O'Brien, iLEAD CA support provider, presented the 2021 - 2022 Education Protection Account Resolution and answered questions of the board.



Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent

Due date:

Status: Completed

Documents

- 2021-2022 EPA resolution - iLEAD Online.docx.pdf
-

7.7. Graduation Requirement Policy

Tricia Luckeroth, iLEAD CA support provider, presented the Graduation Requirement Policy and answered questions from the board.

Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent

Due date:

Status: Completed

Documents

- iLEAD Online Graduation Requirement Board Policy.pdf
-

7.8. 2021-2022 Family Guidebook

Erin Jones presented the 2021-2022 Family Guidebook and answered questions of the board.

Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent

Due date:

Status: Completed

Documents

- 2021-2022 iLEAD Online Charter School Family Guidebook TK-12 .pdf
-

7.9. Insurance Policies

Myron Breitstein, iLEAD CA support provider, presented Insurance Policies and answered questions of the board.



Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent

Due date:

Status: Completed

Documents

- iLO Liability Insurance Renewal 2021.2022 Board Memo.pdf
-

7.10. iLEAD CA Shared Resource Agreement

Amanda Fischer, iLEAD CA support provider, presented iLEAD CA Shared Resource Agreement and answered questions from the board.

Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent

Due date:

Status: Completed

Documents

- 21-22 Redlined iCA Resource Sharing Agreement 060421 (1).pdf
-

7.11. iCA Special Education Shared Resources

Kim Lytle, iLEAD CA support provider, presented the iCA Special Education Shared Resources and answered questions from the board.

Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent

Due date:

Status: Completed

Documents

- 20-21 SPED RESOURCE SHARING (1).pdf
-

7.12. Annual Board Meeting Calendar Dates



Kim Lytle, iLEAD CA support provider, presented the Annual Board Meeting Calendar Dates and answered questions of the board.

Motioned: Maria Fiore

Seconded: Shawna Brown

Unanimously approved

Mary Bojorquez - Absent

Brent Pellico - Absent

Due date:

Status: Completed

Documents

- DRAFT iLEAD Online 2021-2022 Board Meeting Dates .pdf
-

8. Board Comments

8.1. Board Comments

Board Members are grateful for all of us and everything that we do for our learner's success.

Status: Completed

9. Closing Items

9.1. Next Meeting Date - TBD

September 16, 2021

Status: Completed

9.2. Adjournment

Meeting adjourned at 6:45pm

Status: Completed



MEETING MINUTES - iLEAD Online Board

Meeting

Date	Tuesday, August 18, 2020
Started	5:36 PM
Ended	6:12 PM
Location	Due to social distance requirements, this meeting will be held virtually. Join us at: Zoom https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular Scheduled Meeting
Chaired by	Kim Lytle
Recorder	Rigo Ortega

Minutes

1. Opening Items

1.1. Call The Meeting To Order

Meeting called to order at 5:36 pm

Status: Completed

1.2. Roll Call

Mary Bojorquez - Present

Shawna Brown - Present

Jennifer Scott - Present at 5:45 pm

Maria Fiore - Absent

Status: Completed

1.3. Pledge Of Allegiance

Pledge Of Allegiance was recited.

Status: Completed

1.4. Approve Agenda

Motioned: Shawna Brown

Seconded: Mary Bojorquez

Unanimously approved

Maria Fiore - Absent

Due date:

Status: Completed

1.5. Approve Minutes

Motioned: Shawna Brown

Seconded: Mary Bojorquez

Unanimously approved

Maria Fiore - Absent

Due date:

Status: Completed

Documents

- Minutes-2020-06-17-v1 (1).pdf

2. Public Comments

2.1. Public Comments

The public may address the iLEAD Online 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.

No Public Comment.

Status: Completed

3. Consent Items

3.1. Personnel Report

Motioned: Shawna Brown

Seconded: Mary Bojorquez

Unanimously approved

Maria Fiore - Absent

Due date:

Status: Completed

Documents

- Personnel Report_Online 8.11.20 - Google Docs.pdf

3.2. Check Register

Motioned: Shawna Brown

Seconded: Mary Bojorquez

Unanimously approved

Maria Fiore - Absent

Due date:



Status: Completed

Documents

- 20200701_iLead2 CheckKA_oucher Register -Check Register -iLEAD On.pdf

3.3. 2019-2020 P-Annual Attendance Report

Motioned: Shawna Brown

Seconded: Mary Bojorquez

Unanimously approved

Maria Fiore - Absent

Due date:

Status: Completed

Documents

- iLEAD Online 2019-20 P-Annual ADA Report Signed.pdf

4. Curriculum Moment

4.1. Curriculum Moment

Curriculum Moment presented by Suzanne S. and answered questions of the board.

Status: Completed

5. Discussion And Reports

5.1. State of the Charter and iLEAD Nation Report

Amanda Fisher, iLEAD Support Provider, presented State of the Charter and iLEAD Nation Report and answered questions of the board.

Status: Completed

5.2. Learning Continuity Plan - Hearing

Learning Continuity Plan - Hearing presented and answered questions of the board by Tricia Luckeroth, iLEAD Support Provider.

Status: Completed

Documents

- Learning Continuity Plan iLEAD Online (1).pdf

5.3. Financial Report

Financial Report presented by Kelly Friscia and answered questions of the board.

A Motion to approve the revised budget was made: Shawna Brown

Seconded: Jennifer Scott

Unanimously approved



Maria Fiore - Absent

Status: Completed

Documents

- REVISED Budget - iLEAD Online_FY2021.pdf
-

5.4. Director's Report

Director's Report presented by Erin Jones and answered questions of the board.

Status: Completed

Documents

- _Site Director Board Report 8-18-2020.pdf
-

6. Action Items

6.1. 2020-2021 Sublease Agreement

2020-2021 Sublease Agreement presented by Elaine Williamson and answered questions of the board.

Motioned: Shawna Brown

Seconded: Mary Bojorquez

Unanimously approved

Maria Fiore - Absent

Due date:

Status: Completed

Documents

- iCC1 Sublease to iLEAD Online (Sierra Highway, Unit B).PDF
-

7. Closed Session Report: With respect to every item in closed session pursuant to Section

7.1. Government Code 54957.8 (i.e. Property Negotiations)

Status: Completed

7.2. Government Code 54957 (i.e. Personnel)

Status: Completed

7.3. Government Code 35146 & 48918 (i.e. Student Matters)

Status: Completed

7.4. Government Code 54956.9 (d)(1) (i.e. Potential Litigation/Conference with Legal Counsel)

Status: Completed

7.5. Report Of Closed Session



No Closed Session Held.

Due date:

Status: Completed

8. Board Comments

8.1. Board Comments

Board members would just like to thank iLEAD Online and all their helpful leaders that stepped up and helped with all aspects of distance learning.

Status: Completed

9. Closing Items

9.1. Next Meeting Date

September 15, 2020

September 15th 2020 at 5:30 pm

Status: Completed

9.2. Adjournment

Meeting adjourned at 6:12 pm

Status: Completed

EMPLOYMENT – New Hires

Savannah Lopez - Registrar/Front Office Support - 6/21/21
Audrey Godde - Facilitator - 7/1/21
Emily Dunys - Education Specialist - 7/1/21
Michelle Shin - Facilitator - 7/1/21
Stephanie Sanders - Education Specialist - 7/1/21
Katherine Brown - Facilitator - 8/1/21
Katherine Allington - Facilitator - 8/1/21
Harley Young - Academic Coach/Substitute Facilitator - 8/1/21
Benjamin Williams - Facilitator - 8/1/21
Katherine Witzmann - Facilitator - 8/2/21
Jamie Parker - Facilitator - 8/2/21
Emma Perret - Care Team - 8/2/21
Cori Sheldon - Facilitator - 8/10/21
Kaitlin Nilson - Academic Coach - 8/16/21

RESIGNATIONS/TERMINATIONS

Stephanie Nazario - Care Team - 6/30/21
Cara Hale-Hanes - Facilitator - 6/30/21
David Murray - Care Team - 7/1/21
Isis Andrade - Education Specialist - 8/1/21
Laura Sherwin - Student Support Care Team - 8/1/21

STATUS CHANGE

Jennifer Turnbull - Educational Facilitator - part time to full time - 7/1/21
Janel Richardson - Academic Coach - full time to part time - 7/1/21
Jennifer Slider - Educational Facilitator - full time to part time - 7/1/21
David Chae - Educational Facilitator - full time to part time - 7/1/21
Clay Adams - Facilitator - part time to full time - 7/1/21
Ian Miller - Academic Coach - part time to full time - 7/1/21
Michelle Shin - Online Facilitator - part time to full time - 8/16/21

Company Name: iLEAD Online
Report Name: Payment Register
Report Title 2: XXXX4783 - iLEAD Online General - Mission Valley Bank
Footer Text: 06/09/2021-09/08/2021
Created On: 9/10/21
Location: 116--iLEAD Online

Date	Vendor	Amount	Method	GL account/Account label	Memo
6/15/21	ELDO000--El Dorado County Office of Education	82,980.00	EFT	8311--Other State Apportionmen	Online- State Overpayment
6/15/21	OHIO002--Ohio Bureau of Workers' Compensation	152.00	EFT	3602--Worker Compensation Insu	Online- Policy #80053807 - 7/1/21-7/1/22
6/15/21	EMP1516--Jeanne McNiff-Hendzlik	45.08	EFT	4305--Educational Supplies (CI	Online- Classroom Supplies
6/15/21	ILEA300--iLEAD California	14.23	EFT	5940--Postage Expense	Online- Postage
6/15/21	ILEA300--iLEAD California	486.92	EFT	5560--Operations - Security	Online- Acton Utilities- Security
6/15/21	BEAC001--Beach Kids Therapy Center	220.00	EFT	5852--Student Services Expendi	Online-- SPED - Contracted Services
6/18/21	MAKE000--Maker Learning Network	3,675.00	EFT	5804--Professional Services -	Online- Shared Auditing Services
6/18/21	KIDA004--KIDA Academy, LLC.	520.00	EFT	5851--Student Services Expendi	Online- OT Assessments
6/18/21	ILEA300--iLEAD California	1,773.27	EFT	5610--Rent - Facilities Rent a	Online- July Rent
6/18/21	EMHS000--EMH Sports USA, Inc [S]	467.50	EFT	5852--Student Services Expendi	Online-APE Services
6/18/21	MAKE000--Maker Learning Network	16,151.33	EFT	5809--Professional Services -	Online- Employee Leasing
6/18/21	ZOHO000--Zoho Corporation	385.23	EFT	5310--Professional Dues, Membe	Online- Annual Subscriptions
6/18/21	UPSF000--UPS	224.83	EFT	5940--Postage Expense	Online- Postage
6/21/21	TMOB000--T-Moblie	514.92	EFT	5920--Internet Services	Online- Hotspots Acct# 966783616
6/22/21	Payroll Check - 0661	812.39	EFT	9520--Payroll Liabilities	Online- Payroll
6/22/21	LEGA003--Legal Shield	24.40	EFT	3402--Health & Welfare Benefit	EE Benefits 05.21
6/22/21	SCHO009--School Pathways Holdings, LLC	2,086.10	EFT	5850--Student Services Expendi	Online- PLSIS Oversight
6/23/21	NATIO00--National Benefit Services	610.00	EFT	9536--403b Payable	Online- 403b 06.18.2021
6/28/21	LOSA001--Los Angeles County Office of Education (LACOE)	36,572.21	Check-3685	9535--Retirement Liability	Online STRS
6/30/21	MAKE000--Maker Learning Network	250.00	EFT	5830--Operating Expenditures -	Online- KHTS Marketing
6/30/21	MAKE000--Maker Learning Network	18.03	EFT	5920--Internet Services	Online- Hotspots
6/30/21	EMP1033--Stephanie Nazario	144.00	EFT	5310--Professional Dues, Membe	Online- Membership
6/30/21	NATIO00--National Benefit Services	610.00	EFT	9536--403b Payable	Online- 403b 06.04.2021
6/30/21	SANT007--Santa Clarita Valley International	156.94	EFT	5829--Operating Expenditures -	Online- Graduation
6/30/21	PROC000--Procopio, Cory, Hagreaves & Savitch	532.00	EFT	5808--Professional Services -	Online- Labor and Employment
6/30/21	CIGN000--Cigna Healthcare	709.89	EFT	3402--Health & Welfare Benefit	EE Benefits 06.21
6/30/21	AETN000--Aetna	3,753.75	EFT	3401--Health & Welfare Benefit	EE Benefits Retro Activity 05.21
6/30/21	ILEA300--iLEAD California	3,516.85	EFT	5240--Professional Development	Online- May ELO
7/1/21	SPEC003--Specialized Therapy Services	332.50	EFT	5852--Student Services Expendi	Online- OT Assistant
7/2/21	ILEA300--iLEAD California	94,639.00	EFT	5801--Professional Services -	Online- iCA Shared Service
7/2/21	ILEA300--iLEAD California	75,430.85	EFT	5801--Professional Services -	Online- iCA Student Support
7/8/21	PROJ001--Project WayFinder, LLC.	4,500.00	EFT	4120--Core Curriculum - Softwa	Online- Belonging Digital
7/8/21	MAKE000--Maker Learning Network	5,810.08	EFT	5801--Professional Services -	Online- Monthly Service Fees
7/8/21	VALE006--Valencia Fulfillment Inc	73.14	EFT	5829--Operating Expenditures -	Online- Graduation Supplies
7/8/21	ARTH000--First Insurance Funding	7,462.88	EFT	9520--Payroll Liabilities	Online-Down Payment Acct# ILEASCH-02
7/8/21	PROJ001--Project WayFinder, LLC.	-4,500.00	EFT	4120--Core Curriculum - Softwa	Online- Belonging Digital
7/8/21	PROJ001--Project WayFinder, LLC.	4,500.00	EFT	4120--Core Curriculum - Softwa	Online- Belonging Digital
7/12/21	NATIO00--National Benefit Services	610.00	EFT	9536--403b Payable	Online- 403b 07.02.2021
7/12/21	NATIO02--National Charter Schools Conference	199.00	EFT	5230--Conference & Workshop Re	Online-2021 National Charter School Conference
7/12/21	EMP1890--Ian Miller	1,175.00	EFT	5230--Conference & Workshop Re	Online- Virtual AP Capstone Summer Institute

7/12/21	CLIF000--Clifton Larson Allen LLP	1,155.00 EFT	5808--Professional Services -	Online- PPP Loan
7/12/21	SANT007--Santa Clarita Valley International	150.00 EFT	5829--Operating Expenditures -	Online- Graduation
7/12/21	BEAC001--Beach Kids Therapy Center	55.00 EFT	5852--Student Services Expendi	Online-- SPED - Contracted Services
7/15/21	EMHS000--EMH Sports USA, Inc [S]	85.00 EFT	5852--Student Services Expendi	Online-APE Services
7/15/21	UPSF000--UPS	382.08 EFT	5940--Postage Expense	Online- Postage
7/20/21	SCHO009--School Pathways Holdings, LLC	1,368.94 EFT	5850--Student Services Expendi	Online- PLSIS Oversight
7/20/21	ILEA300--iLEAD California	420.00 EFT	5310--Professional Dues, Membe	Online- Zoho
7/20/21	HESS000--Hess and Associates Inc	267.50 EFT	9535--Retirement Liability	Online- 4th quarter Cal STRS
7/22/21	ARTH000--First Insurance Funding	5,383.20 EFT	5410--Liability Insurance	Online-1st payment Acct# ILEASCH-02
7/22/21	KAIS000--Kaiser Foundation Health Plan	7,955.58 EFT	3401--Health & Welfare Benefit	EE Benefits 07.21
7/22/21	MESV000--MES Vision	295.35 EFT	3401--Health & Welfare Benefit	EE Benefits 07.21
7/22/21	LEGA003--Legal Shield	24.40 EFT	3402--Health & Welfare Benefit	EE Benefits 06.21
7/22/21	CIGN000--Cigna Healthcare	806.82 EFT	3401--Health & Welfare Benefit	EE Benefits 07.21
7/22/21	AETN000--Aetna	4,774.89 EFT	3401--Health & Welfare Benefit	EE Benefits 07.21
7/23/21	LOSA001--Los Angeles County Office of Education (LACOE)	50,998.23 Check-3686	9535--Retirement Liability	Online STRS
7/26/21	COLL004--The College Board	1,807.00 EFT	4110--Core Curriculum - Texts,	Online- Testing Supplies
7/27/21	ILEA300--iLEAD California	1,773.27 EFT	5610--Rent - Facilities Rent a	Online- Rent
8/6/21	Payroll Check - 0844	828.19 EFT	9520--Payroll Liabilities	Online- Payroll
8/9/21	Payroll Check - 1898	2,659.64 EFT	9520--Payroll Liabilities	Online-payroll
8/12/21	SCHO009--School Pathways Holdings, LLC	5,614.43 EFT	5850--Student Services Expendi	Online- PLSIS Oversight
8/12/21	ILEA300--iLEAD California	380.85 EFT	5240--Professional Development	Online- ICC1 Support Services
8/12/21	ILEA300--iLEAD California	581.50 EFT	5240--Professional Development	Online- ICC1 Support Services
8/12/21	ILEA300--iLEAD California	422.28 EFT	5520--Utilities - Gas	Online-Acton Utilities
8/12/21	TMOB000--T-Moblie	1,018.88 EFT	5920--Internet Services	Online- Hotspots Acct# 966783616- July
8/12/21	APPL000--Apple Inc	5,430.03 EFT	4430--IT Equipment & Supplies	Online- Macbooks
8/12/21	EMP1118--Rigo Ortega	226.35 EFT	5240--Professional Development	Online- Postage and Subscription
8/12/21	MAKE000--Maker Learning Network	250.00 EFT	5830--Operating Expenditures -	Online- KHTS Marketing
8/12/21	MAKE000--Maker Learning Network	18.03 EFT	5920--Internet Services	Online- Hotspots Use
8/12/21	EMP1842--David Murray	45.15 EFT	5310--Professional Dues, Membe	Online-Subscriptions
8/12/21	CLIF000--Clifton Larson Allen LLP	283.50 EFT	5804--Professional Services -	Online- Q4 2020 and Q2 2021
8/12/21	PROC000--Procopio, Cory, Hagreaves & Savitch	570.00 EFT	5808--Professional Services -	Online- Labor and Employment
8/12/21	MAKE000--Maker Learning Network	5,810.08 EFT	5801--Professional Services -	Online- Monthly Service Fees
8/12/21	EDTE000--EdTech 101	9,139.71 EFT	4430--IT Equipment & Supplies	Online- Chromebooks
8/12/21	NATI000--National Benefit Services	1,220.00 EFT	9536--403b Payable	Online- 403b 07.20.2021
8/12/21	UPSF000--UPS	147.93 EFT	5940--Postage Expense	Online- Postage
8/16/21	ACCR000--WASC Accrediting Commission for Schools	1,100.00 EFT	5310--Professional Dues, Membe	Online- Annual Accreditation Membership Fee: 2021-2022
8/20/21	NORT000--Northwest Evaluation Association (NWEA)	2,912.07 EFT	4120--Core Curriculum - Softwa	Online- MAP Growth K-12
8/20/21	MOBY000--MobyMax	2,099.25 EFT	5840--Operating Expenditures -	Online- License
8/20/21	EDTE000--EdTech 101	9,139.71 EFT	4430--IT Equipment & Supplies	Online- Chromebooks
8/20/21	SMIT000--Smith and June Media	500.00 EFT	5830--Operating Expenditures -	Online- Marketing and Advertising
8/20/21	EMP1118--Rigo Ortega	315.62 EFT	4430--IT Equipment & Supplies	Online- Postage and Subscription
8/20/21	EMP1212--Michael Ballew	5.40 EFT	5940--Postage Expense	Online- Postage
8/20/21	UPSF000--UPS	48.15 EFT	5940--Postage Expense	Online- Postage
8/25/21	EMP0374--Johnson, Valencia	45.00 EFT	5230--Conference & Workshop Re	Online- UC Counselor Conference
8/25/21	UPSF000--UPS	86.64 EFT	5940--Postage Expense	Online- Postage
8/25/21	MAKE000--Maker Learning Network	16,003.95 EFT	5809--Professional Services -	Online- Employee Leasing
8/25/21	ILEA300--iLEAD California	1,773.27 EFT	5610--Rent - Facilities Rent a	Online- September Rent

8/25/21	ARTH000--First Insurance Funding	5,383.20 EFT	5410--Liability Insurance	Online-2nd payment Acct# ILEASCH-02
8/25/21	EMHS000--EMH Sports USA, Inc [S]	425.00 EFT	5852--Student Services Expendi	Online-APE Services
8/27/21	LOSA001--Los Angeles County Office of Education (LACOE)	60,432.36 Check 3687	9535--Retirement Liability	Online STRS
9/7/21	TMOB000--T-Mobile	509.44 EFT	5920--Internet Services	Online- Hotspots Acct# 966783616- August
9/7/21	MAKE000--Maker Learning Network	5,810.08 EFT	5801--Professional Services -	Online- Monthly Service Fee
9/7/21	KIDA004--KIDA Academy, LLC.	195.00 EFT	5851--Student Services Expendi	Online- OT Assessments
9/8/21	LIFE000--Life Insurance Company of North America	5,291.20 EFT	3401--Health & Welfare Benefit	EE Benefits 04.21
Total		\$ 572,063.47		

iLEAD Online
School Director's Report -Erin Jones
Date of Board Meeting

Presentations of Learning

Jen Turnbull- CTE pathways
Jen Turnbull- Art gallery

Professional Learning/Staff Support

BrightSpace Launch

School Celebrations/Events

Meet the Facilitator nights

Enrollment

Track C Enrollment - # 250
Current Enrollment - #300

** Turbulent Enrollments in 2021: Over 150 registered that were no-shows

iLEAD Online
Uniform Complaint Procedures Policy
Board Approved:

The Board of Directors of iLEAD Online Charter School (the “School”) recognizes that they are responsible for complying with applicable state and federal laws and regulations governing educational programs.

This Uniform Complaint Procedures (“UCP”) Policy contains rules and instructions about UCP complaints regarding any alleged violation of federal or state laws or regulations governing certain educational programs and activities offered by the School. The School developed this UCP in accordance with Title 5, California Code of Regulations, §§ 4600-4687. The School has primary responsibility to ensure School’s compliance with applicable state and federal laws and regulations, and School will investigate and seek to resolve UCP complaints in accordance with this UCP policy. This UCP has been approved by the School’s Board of Directors.

UCP COMPLAINTS

Not all complaints fall under the scope of the UCP. Complaints arising from the employment relationship are separately addressed by the School’s employment policies. Many concerns, including classroom assignments, grades, graduation requirements, hiring and evaluation of staff, homework policies and practices, learner advancement and retention, learner discipline, learner records, the Brown Act, and other general education requirements, are not UCP complaints. The School, however, may use these complaint procedures to address _____ complaints not covered by the UCP in its sole discretion. Only allegations within the subject matters falling within the UCP can be appealed to the CDE.

A UCP complaint is a written and signed statement alleging a violation of federal or state laws or regulations, which may include: complaints regarding certain programs and activities (list below); complaints alleging the charging of learner fees for participation in an educational activity; complaints regarding non-compliance with the requirements of the School’s Local Control and Accountability Plans (“LCAP”); or an allegation of unlawful discrimination, harassment, intimidation, or bullying in certain programs or activities.

Complaints Regarding Programs and Activities

According to state and federal codes and regulations, the programs and activities subject to the UCP are:

- Accommodations for Pregnant and Parenting Learners
- Adult Education
- After School Education and Safety
- Agricultural Career
- Career Technical and Technical Education; Career Technical and Technical Training
- Childcare and Development Programs
- Compensatory Education

- Technical Education
- Education and Graduation requirements of Learners in Foster Care, Homeless Learners, former Juvenile Court Learners, and Learners of Military Families
- Regional Occupational Centers and Programs
- Reasonable Accommodation to a Lactating Learner
- Schoolsite Councils
- School Plan for Learner Achievement
- School Safety Plans
- Learner Fees, which includes a purchase that a learner is required to make to obtain materials, supplies, equipment or clothes associated with an educational activity
- Complaints Regarding the School's LCAP
- Every Learner Succeeds Act
- Migrant Education
- Physical Education Instructional Minutes
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing
- State Preschool
- Consolidated Categorical Aid Programs
- Course Periods without Educational Content (grades nine through twelve)
- Complaints of Discrimination, Harassment, Intimidation and/or Bullying any protected group as identified in Education Code §§ 200 and 220 and Government Code § 11135, including any actual or perceived characteristics set forth in Penal Code § 422.55, based on sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, immigration status, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by the School which is funded directly by, or that received or benefits from, any state financial assistance
- Any other state or federal educational program the State Superintendent of Public Instruction or the California Department of Education or designee deems appropriate

THE UCP ANNUAL NOTICE

The School provides notice of this UCP on an annual basis. The notice addresses all learners, employees, parents or guardians, school committee members, appropriate private school officials or representatives (if applicable), and other interested parties. The notice includes information regarding allegations about discrimination, harassment, intimidation, or bullying. It lists all federal and state programs within the scope of the UCP. It lists the position at the School who is responsible for and knowledgeable about processing UCP complaints. The School's annual UCP notice is in English. If 15% or more of learners enrolled at the School speak a single primary language other than English, the annual notice will be provided in that language as well pursuant to Education Code § 48985.

DESIGNATION OF RESPONSIBLE EMPLOYEE

The School Director is the employee responsible for receiving, investigating and responding to UCP complaints (the “Responsible Employee”):

Erin Jones

3720 Sierra Hwy.

Acton, CA 93510

info@ileadonline.org

In no instance will the Responsible Employee be assigned to investigate a complaint in which he or she has a bias that would prohibit him or her from fairly investigating or responding to the complaint. Any complaint against Responsible Employee or that raises a concern about Responsible Employee's ability to investigate the complaint fairly and without bias should be referred to an appropriate School official, who will help assist how the complaint will be investigated.

The School will ensure that the Responsible Employee (or designee) investigating the complaint is knowledgeable about the laws and programs at issue in the complaints. The School may consult with legal counsel as appropriate.

CONFIDENTIALITY AND NON-RETALIATION

The School will ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation or bullying remains confidential as appropriate.

COMPLAINT PROCEDURES

Step 1: Filing a UCP Complaint

A UCP complaint must be filed according to the procedures set forth herein.

Any individual, including a person’s duly authorized representative or an interested third party, public agency, or organization, may file a UCP complaint. However, a complaint filed on behalf of a learner may only be filed by that learner or that learner's duly authorized representative.

A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed by a person who alleges that he or she personally suffered unlawful discrimination, harassment, intimidation, or bullying, or by a person who believes that an individual or any specific class of individuals has been subjected to the same.

A UCP complaint is written and signed. If a complainant is unable to put his/her complaint in writing due to a disability or illiteracy, the School will assist the complainant in the

filing of the complaint. A signature on a UCP complaint may be handwritten, typed (including in an email), or electronically-generated. Complaints related to learner fees and/or LCAPs may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

Complaints shall be filed with the Responsible Employee at the address provided herein. A learner fees complaint may also be filed with the School's Responsible Employee or designee. The Responsible Employee will maintain a log of complaints and subsequent related actions to the extent required by oversight agencies.

Upon receipt of a complaint, the Responsible Employee (or designee) will evaluate the complaint to determine whether it is subject to this UCP and will endeavor to notify the complainant within five (5) workdays if the complaint is outside the jurisdiction of this UCP.

The Responsible Employee (or designee) may also determine if interim measures are necessary pending the result of an investigation. The interim measures shall remain in place until the Responsible Employee (or designee) determines that they are no longer necessary or until the School issues its final written Investigation Report, whichever occurs first.

Timing of Complaints and Investigation

A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be filed no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred or the complainant first obtained knowledge of it. The time for filing may be extended by the Responsible Employee (or designee) for good cause upon written request from the complainant. Such extension shall be in writing and may not exceed ninety (90) days following the expiration of the six-month period.

All other complaints shall be filed no later than one (1) year from the date the alleged violation occurred, except for complaints regarding the educational rights of foster youth as specified in 5 CCR § 4630.5. For complaints regarding LCAP, the date of the alleged violation is the date when the School's governing board approves the LCAP or annual update.

Unless a UCP complaint is resolved through mediation as set forth below, School will investigate the UCP complaint and issue a written Investigation Report to the complainant within 60 calendar days from the date of receipt of the complaint, unless the complainant agrees in writing to an extension of time.

Step 2: Mediation

The Responsible Employee (or designee) and complainant may mutually agree to mediation. Any School employee or member of the School's governing board who has not been involved with the allegations in the complaint may be assigned by the Responsible Employee (or designee) to serve as mediator. The mediator will arrange for both the complainant and School to present relevant evidence. The Responsible Employee (or designee) will inform the complainant that the mediation process may be terminated at any time by either the School or complainant, in which case the complaint will proceed directly to an investigation. If mediation resolves the complaint to the satisfaction of both parties, the School will implement any remedial

measures and the complainant may choose to withdraw the complaint. If mediation does not resolve the complaint to the satisfaction of both parties or within the parameters of law, the Responsible Employee (or designee) shall proceed with his/her investigation of the complaint.

The use of mediation does not extend the School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

Step 3: Investigation of Complaint

In order to investigate the complaint, the Responsible Employee (or designee) shall have access to applicable School records and/or information related to the complaint allegations. As part of his/her investigation, the Responsible Employee (or designee) will do all of the following, in any order:

- Provide an opportunity for the complainant or complainant's representative and the School's representative to present information relevant to the complaint or investigative process.
- Obtain statements from individuals/witnesses who can provide relevant information concerning the alleged violation.
- Review documents that may provide information relevant to the allegation.
- When necessary, seek clarification on specific complaint issues.

Refusal by the complainant or his/her representatives to provide the Responsible Employee (or designee) with documents or other evidence related to the allegations in the complaint, or failure or refusal to cooperate or obstruction of the investigation, may result in dismissal of complaint because of a lack of evidence to support the allegation.

Refusal by the School to provide the Responsible Employee (or designee) with documents or other evidence related to the allegations in the complaint, or failure or refusal to cooperate or obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

Step 4: Final Written Decision (Investigation Report)

The Responsible Employee (or designee) shall prepare and send to the complainant a written report of the investigation and final decision (the "Investigation Report") within sixty (60) calendar days of receipt of the complaint, unless complainant agrees to extend this date. The School's Investigation Report shall be written in English and, when required by law, in the complainant's primary language.

The Investigation Report shall include:

1. The finding(s) of fact based on the evidence gathered;

2. Conclusion providing a clear determination as to each allegation as to whether the School is in compliance with the relevant law;
3. If the School finds merit in the complaint, the corrective actions required by law;
4. Notice of the complainant's right to appeal the School's Investigation Report to the CDE, except when the School has used its UCP to address a non-UCP complaint; and
5. Procedures to be followed for initiating an appeal to the CDE.

In addition, any Investigation Report on a complaint of discrimination, harassment, intimidation or bullying based on state law shall include a notice that the complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.

An Investigation Report shall not include learner information protected under the Family Educational Rights and Privacy Act (FERPA) or any private employee personnel information, including but not limited to the nature of the disciplinary action taken against a learner or employee. If a learner or employee is disciplined as a result of the complaint, the Investigation Report shall simply state that effective action was taken and that the learner or employee was informed of the School's expectations.

If the School finds merit in a complaint regarding learner fees, physical education instructional minutes, or LCAP, the remedy will go to all affected learners and parents/guardians. The School, in good faith will engage in reasonable efforts to identify and fully reimburse all learners, parents and guardians who paid any unlawful learner fee within one year prior to the filing of the complaint.

APPEAL PROCESS

A complainant may appeal the School's Investigation Report by filing a written appeal within thirty (30) calendar days of the date of the Investigation Report to the California Department of Education ("CDE"). This appeal to the CDE must specify and explain the basis for the appeal, including at least one of the following:

1. The School failed to follow its complaint procedures;
2. Relative to the allegations of the complaint, the Investigation Report lacks material findings of fact necessary to reach a conclusion of law;
3. The material findings of fact in the Investigation Report are not supported by substantial evidence;
4. The legal conclusion in the Investigation Report is inconsistent with the law; and/or
5. In a case in which the School found noncompliance, the corrective actions fail to provide a proper remedy.

The appeal must be sent to CDE with: (1) a copy of the locally filed complaint; and (2) a copy of the School's Investigation Report:

Appeals of decisions regarding discrimination, harassment, intimidation, and/or bullying, and regarding provision of accommodations to lactating learners should be sent to:

California Department of Education
Education Equity UCP Appeals Office
1430 N Street
Sacramento, CA 95814
916-319-8239

Appeals of decisions regarding LCAP should be sent to:

California Department of Education
Local Agency Systems Support Office
1430 N Street
Sacramento, CA 95814
916-319-0809

Appeals of decisions regarding learner fees or all other educational program complaints should be sent to:

California Department of Education
Categorical Programs Complaints Management Office
1430 N Street
Sacramento, CA 95814
916-319-0929

The CDE may directly intervene in the complaint without waiting for action by the School when one of the conditions listed in Title 5, California Code of Regulations, § 4650 exists, including cases in which the School has not taken action within sixty (60) days of the date the complaint was filed with the School. A direct complaint to CDE must identify the basis for direct filing of the complaint, which must include evidence that supports such a basis.

CIVIL LAW REMEDIES

A complainant may pursue available civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

ANNUAL NOTIFICATION OF THE UNIFORM COMPLAINT PROCEDURES (UCP)

For learners, employees, parents/guardians, school committee members, school officials, and other interested parties.

iLEAD Online Charter School ("Charter School") annually notifies learners, employees, parents or guardians, and other interested parties of the Uniform Complaint Procedures ("UCP") process. The Charter School is primarily responsible for compliance with federal and state laws and regulations, including those related to unlawful discrimination, harassment, intimidation or bullying against any protected group, and all programs and activities that are subject to the UCP.

1. Programs and Activities Subject to the UCP

- Accommodations for Pregnant and Parenting Learners
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Education and Graduation requirements of Learners in Foster Care, Homeless Learners, former Juvenile Court Learners, and Learners of Military Families
- Regional Occupational Centers and Programs
- Reasonable Accommodation to a Lactating Learner
- Schoolsite Councils
- School Plan for Learner Achievement
- School Safety Plans
- Learner Fees, which includes a purchase that a learner is required to make to obtain materials, supplies, equipment or clothes associated with an educational activity
- Charter School's LCAP
- Every Student Succeeds Act
- Migrant Education
- Physical Education Instructional Minutes
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing
- State Preschool
- Career Technical and Technical Education; Career Technical and Technical Training
- Childcare and Development Programs
- Compensatory Education
- Consolidated Categorical Aid Programs
- Course Periods without Educational Content (grades nine through twelve)
- Complaints of Discrimination, Harassment, Intimidation and/or Bullying any protected group as identified in Education Code §§ 200 and 220 and Government Code § 11135, including any actual or perceived characteristics set forth in Penal Code § 422.55, based on sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, immigration status, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by the Charter School which is funded directly by, or that received or benefits from, any state financial assistance
- Any other state or federal educational program the State Superintendent of Public Instruction or the California Department of Education or designee deems appropriate

2. Filing a UCP Complaint

Generally, a UCP complaint shall be filed no later than one year from the date the alleged violation occurred. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation, or bullying. For complaints relating to Local Control and Accountability Plans ("LCAP"), the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that was adopted by the Charter School.

Complaints Concerning Learner Fees

A learner enrolled in the Charter School shall not be required to pay a learner fee for participation in an educational activity. A learner fees complaint may be filed with the Executive Director or designee.

A learner fee includes, but is not limited to, all of the following:

1. A fee charged to a learner as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
2. A security deposit, or other payment, that a learner is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
3. A purchase that a learner is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A learner fee or LCAP complaint may be filed anonymously (without an identifying signature) if the complainant provides evidence or information leading to evidence to support an allegation of noncompliance.

Designated Official

The designated official ("Responsible Employee") to receive and investigate complaints is:

Erin Jones

3720 Sierra Hwy.

Acton, CA 93510

info@ileadonline.org

The Charter School will ensure that the Responsible Employee and other employees who may be assigned to investigate complaints are knowledgeable about the laws and programs at issue in the complaints for which they are responsible.

3. Investigation Report and Right to Appeal

Complaints will be investigated and an Investigation Report will be sent to the complainant within sixty (60) calendar days from the receipt of the complaint. This time period may be extended by written agreement of the complainant. The person responsible for investigating the complaint shall conduct and complete the investigation in accordance with the Charter School's UCP policies and procedures.

The complainant has a right to appeal the Charter School's decision concerning complaints regarding specific programs and activities subject to the UCP to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of receiving our decision. The appeal must be accompanied by a copy of the originally-filed complaint and a copy of the Investigation Report.

4. Charter School's Responsibilities

The Charter School advises complainants of the opportunity to appeal an Investigation Report of complaints regarding programs within the scope of the UCP to the CDE.

The Charter School advises complainants of civil law remedies, including injunctions, restraining orders, or other remedies or orders that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable. A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures.

The Charter School provides a standardized notice with educational and graduation requirements for learners in foster care, learners who are homeless, learners from military families and learners formerly in Juvenile Court now enrolled in a school district. The following is link to a standardized notice developed by the California Foster Youth Education Task Force of the educational rights of learners in foster care, learners who are homeless, former juvenile court learners now enrolled in a school district, and learners in military families as specified in Education Code sections 48853, 48853.5, 49069.5, 51225.1, and 51225.2: http://www.cfyetf.org/publications_19_421458854.pdf.

Copies of the UCP policy shall be available free of charge.

All Charter School learners have a right to a free public education, regardless of immigration status or religious beliefs. For more information about this issue, we recommend families review the "Know Your Rights" immigration enforcement established by the California Attorney General and available on the California Attorney General website here: <https://oag.ca.gov/immigrant/rights>. The Charter School shall inform learners who are victims of hate crimes of their right to report such crimes.

COMMUNITY COMPLAINT FORM

Name _____

Address _____

Telephone _____

1 **School site and person you are filing a complaint against:**

2 Has this been discussed with him/her? Y___N Date:

3 Has the complaint been discussed with the principal or supervisor? Y____N ____ Date:

Description of Complaint: Please include all important information such as location, names, dates, who was present, and to whom it was reported. Please use additional paper if more space is needed.

[illegible]

What remedy or action do you suggest?

Signature:

Email Form To: info@ilead.online.org

Mail Form To:

3720 Sierra Hwy. Acton, CA 93510

Date received by iLEAD Online Office: _____

OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN

iLEAD ONLINE 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 Online 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 48, below, including revocation of the charter as specified in Paragraph 47, 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 Online 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: If the Charter School leases facilities for any purpose during the school year, they shall provide a copy of that lease and 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 on which students will be in attendance. 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 Every Student succeeds 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 Every Student Succeeds 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 2021-2022 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 26 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, 2021, 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 50 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 45, 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 California Pacific Charter – Los Angeles 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:

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

Superintendent
AADUSD



**Assembly Bill 130 – Charter School Renewal Terms
Resolution #2021.2022.1**

Board Approved:

Whereas, Assembly Bill 130 which was approved by Governor Newsom on July 09, 2021,

Whereas, Assembly Bill 130 Charter School Renewal Terms extends the terms of all charter schools whose Charter Petitions expire on or between January 1, 2022, and June 30, 2025, inclusive, by two years,

Whereas, iLEAD Online Charter School is authorized by the Acton-Agua Dulce Unified School District,

Whereas, the iLEAD Online Charter School Petition was approved on June 22, 2017 by the Acton-Agua Dulce Unified District to expire on June 30, 2022,

Therefore, due to the passing of and based on the outlined terms of Assembly Bill 130, the iLEAD Online Charter School Petition will now extend the expiration date by two years.

Therefore, the iLEAD Online Charter Petition is set to expire on June 30, 2024 before seeking additional renewal.