



MEETING AGENDA - iLEAD Agua Dulce Board

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

Meeting

Meeting Date	Tuesday, December 7, 2021
Start Time	5:15 PM
End Time	6:30 PM
Location	Address: 11311 Frascati Street, Agua Dulce, CA 9190 Zoom Meeting: 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	(5:15 PM - 5:15 PM)
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1.2. Roll Call	(5:15 PM - 5:15 PM)
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1.3. Pledge Of Allegiance	(5:15 PM - 5:15 PM)
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1.4. Approve Agenda	(5:15 PM - 5:15 PM)
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Due date: 12/7/2021

1.5. Approve Minutes	(5:15 PM - 5:15 PM)
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Due date: 12/7/2021

Documents

- Minutes-2021-10-26-v3.pdf
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2. Curriculum Moment

2.1. Curriculum Moment	(5:15 PM - 5:15 PM)
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Two 5th grade learners will discuss their current project.

3. Public Comments

3.1. Public Comments	(5:15 PM - 5:15 PM)
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The public may address the iLEAD Agua Dulce governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.



4. Consent Items

4.1. Personnel Report

(5:15 PM - 5:15 PM)

Due date: 12/7/2021

Documents

- Personnel Report_Agua Dulce 11.29.2021.pdf
-

4.2. Check Register

(5:15 PM - 5:15 PM)

November is attached (since we canceled due to lack of quorum) as well as December.

Due date: 12/7/2021

Documents

- iAD Payment RegisterDec20211202vupdated.pdf
 - iAD Payment Register Nov.pdf
-

4.3. AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements (5:15 PM - 5:15 PM)

Request approval of required analysis of AB 361 Emergency Legislation regarding the ability of the Board and public to meet safely in person given measures to promote social distancing.

Due date: 12/7/2021

Documents

- iLEAD AD - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements.pdf
-

5. Discussion And Reports

5.1. School Director Report

(5:15 PM - 5:15 PM)

Documents

- Site Director Board Report .pdf
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5.2. Covid 19 Update

(5:15 PM - 5:15 PM)

6. Action Items

6.1. Revised 2021-2022 Budget

(5:15 PM - 5:15 PM)

Request approval of the revised 2021-2022 budget based on current enrollment, revenue and expenditures.

Due date: 12/7/2021

Documents

- Budget 1st Interim.pdf
-

6.2. Revised iCA Special Education MOU

(5:15 PM - 5:15 PM)

Request approval of the iCA Special Education with the removal of Counselors who work directly for the schools and are not a shared resource.

Due date: 12/7/2021

Documents



- 21-22 SPED RESOURCE SHARING (2).pdf

6.3. Revised IEE Procedures

(5:15 PM - 5:15 PM)

Request approval of Revised IEE document to reflect changes in pricing due to current industry standards.

Due date: 12/7/2021

Documents

- iLEAD Agua Dulce REDLINE IEE Procedures and Criteria Doc.pdf

6.4. Educator Effectiveness Plan

(5:15 PM - 5:15 PM)

Request approval of the Educator Effectiveness Plan as one time staff development funding to be used through 2025-2026.

Due date: 12/7/2021

Documents

- iLEAD Agua Dulce 2021 Educator Effectiveness Block Grant DRAFT Plan.docx (1).pdf

6.5. Records Retention and Disposal Policy

(5:15 PM - 5:15 PM)

Request approval of school records and Disposable Policy to follow legally required and allowable storage and purge processes.

Due date: 12/7/2021

Documents

- iLEAD Agua Dulce - School Records Retention and Disposal Policy (1).pdf

6.6. Learner Records Maintenance, Retention and Destruction Policy

(5:15 PM - 5:15 PM)

Request approval of Learner Records Maintenance, Retention and Destruction Policy to follow legally required and allowable storage and purge processes.

Due date: 12/7/2021

Documents

- iLEAD Agua Dulce- Learner Records Retention and Destruction Policy.pdf

6.7. Revised Title IX Policy

(5:15 PM - 5:15 PM)

Request approval of Revised Title IX Policy recommended legal counsel based on new laws in place by the Office of Civil Rights and the U.S. Department of Education for all schools receiving federal funds.

Due date: 12/7/2021

Documents

- iLEAD Agua Dulce - Title IX Policy for Sexual Harassment and Grievance Procedures(5560371.1).pdf

7. Board Comments

7.1. Board Comments

(5:15 PM - 5:15 PM)

8. Closing Items



8.1. Board Retreat

(5:15 PM - 5:15 PM)

The Board Retreat is scheduled for January 28th & 29th. Please be sure to register. There is a virtual and in person option.

8.2. Next Meeting Date 2/8/22

(5:15 PM - 5:15 PM)

Our next regularly scheduled meeting is on February 8th at 5PM.

8.3. Adjournment

(5:15 PM - 5:15 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 Agua Dulce Board

Meeting

Date	Tuesday, October 26, 2021
Started	5:02 PM
Ended	6:28 PM
Location	Address: 11311 Frascati Street, Agua Dulce, CA 9190 Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular Scheduled Meeting
Chaired by	Christine Johnson
Recorder	Nicole Higdon

Minutes

1. Opening Items

1.1. Call The Meeting To Order

The meeting was called to order at 5:02PM.

Status: Completed

1.2. Roll Call

Christine Johnson - Present

Lester Mascon - Present

Susan Slates - Present

Kurt Knechtel - Present

Mary Johnson - Absent

Status: Completed

1.3. Pledge Of Allegiance

The Pledge of Allegiance was recited.

Status: Completed

1.4. Approve Agenda

Motion: Susan Slates

Seconded: Kurt Knechtel

Absent: Mary Johnson

Unanimously Approved

Due date:



Status: Completed

1.5. Approve Minutes

Motion: Lester Mascon

Seconded: Kurt Knechtel

Absent: Mary Johnson

Unanimously Approved

Due date:

Status: Completed

Documents

- Minutes-2021-09-07-v2.pdf
-

2. Curriculum Moment

2.1. Curriculum Moment

An 8th grade representative will discuss their recent POL.

A 7th grade representative spoke about their most recent POL and the design thinking that went into constructing monuments representing the 5 Pillars of iLEAD.

Status: Completed

3. Public Comments

3.1. Public Comments

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

3 iLEAD Moms addressed the Board via Zoom & one addressed the Board in person.

Amy Murchland spoke requesting freedom of choice for families when it comes to vaccines and mask mandates.

Amy Klipstine spoke thanking the iLEAD AD staff for keeping their children safe.

Anita Sheers spoke saying that while she understands the frustration with mandates, that there is still too much unknown. She lost her husband to Covid last January & emphasized that people are still dying and we need to do what we need to do.

In person was Tina Diem.

Tina Diem spoke stating that she has a doctorate degree and understands the need for mandates. She also expressed the hard times her and her family went through during Covid. She thanked the iLEAD staff for showing up for the kids everyday through this very hard time.

Status: Completed

4. Consent Items



4.1. Personnel Report

Motion: Susan Slates

Seconds: Lester Mascon

Absent: Mary Johnson

Unanimously Approved.

Due date:

Status: Completed

Documents

- Personnel Report_Agua Dulce 10.19.2021.pdf
-

4.2. Check Register

Motion: Susan Slates

Seconds: Lester Mascon

Absent: Mary Johnson

Unanimously Approved.

Due date:

Status: Completed

Documents

- iAD Payment Register 20211020.pdf
-

5. Discussion And Reports

5.1. School Director Report

Site Director report will be presented to the Board.

Lisa Latimer, Site Director, gave the Directors report and answered questions of the Board.

Amanda Fischer updated the Board on the schools new Crisis Go program.

Lester Mascon asks if we will be advertising this to the community. Eventually we will, but the program just started today.

Status: Completed

5.2. The iDEAL Process

Linda Krystek, iLEAD Support Provider, reported the iDEAL Process and answered questions of the Board.

Reflections will be shared with the Board in February and again at the end of the year.

Status: Completed

6. Action Items

6.1. 2020-2021 Unaudited Actuals



Request approval of the unaudited actuals as proposed for last schools year.

Kelly O'Brien, Support Provider, reported the Unaudited Actuals and answered questions of the Board.

Motion: Lester Mascon

Seconded: Kurt Knechtel

Absent: Mary Johnson

Unanimously approved.

Due date:

Status: Completed

Documents

- iLEAD Agua Dulce Form Debt.pdf
- Ilead agua dulce signed ua.pdf

6.2. ESSER III Expenditure Report

Request approval of required Expenditure Plan For ESSER III one time funding based on allowable expenditures.

Lara Durrell, iLEAD Support Provider presented the ESSER III Report and answered questions of the Board.

Lester Mascon requested a specific breakdown of how the money will be spent.

Motion: Susan Slates

Seconds: Kurt Knechtel

Absent: Mary Johnson

Unanimously Approved

Due date:

Status: Completed

Documents

- iLEAD Agua Dulce 2021-22 ESSER III Expenditure Plan DRAFT.docx.pdf

6.3. AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements

Request approval of required Analysis of AB 361 Emergency Legislation regarding the ability of the Board and public to meet safely in person given measures to promote social distancing.

Kim Lytle, iLEAD Support Provider, reported the Emergency Legislation Regarding Brown Act and answered questions of the Board.

Board meetings must include a way for the public to join, be it zoom, teleconference or in person, for any action to be taken by the Board.

Motion: Lester Mascon

Second: Christine Johnson

Absent: Mary Johnson

Unanimously Approved.

Due date:



Status: Completed

Documents

- iLEAD AD - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements.pdf
-

6.4. Revised Uniform Complaint Policy

Request approval of the Revised Uniform Complaint Policy to follow the legal requirements for public concerns to be addressed.

Kim Lytle, iLEAD Support Provider, reported the Revised Uniform Complaint Policy and answered questions of the Board.

Motion: Susan Slates

Second: Lester Mascon

Absent: Mary Johnson

Unanimously Approved.

Due date:

Status: Completed

Documents

- iLEAD Agua Dulce Uniform Complaint Policy.pdf
-

6.5. Equity Policy

Request approval of the Equity Policy which is required by the Federal Government due to the receipt of Federal Funding (Title I, Title II, Title IV)

Kim Lytle, iLEAD Support Provider, reported the Equity Policy and answered questions of the Board.

Motion: Susan Slates

Second: Kurt Knechtel

Absent: Mary Johnson

Unanimously approved.

Due date:

Status: Completed

Documents

- Equity Policy - iLEAD Agua Dulce.pdf
-

6.6. Revised - Independent Study Policy

Amanda Fischer, iLEAD Support Provider, presents the Independent Study Policy and answered questions of the Board.

Motion: Lester Mascon

Second: Susan Slates

Absent: Mary Johnson

Unanimously approved.



Due date:

Status: Completed

Documents

- iAD_ Independent Study Policy(5245720.1).pdf
-

7. Board Comments

7.1. Board Comments

Lester Mascon requested a review of the current mandates. Amanda Fischer, iLEAD Support Provider, reported that mandates have relaxed and it's just masking indoors and that school staff either be vaccinated or test weekly.

Lester requested that we tighten up our zoom meetings so that the public cannot chime in when they feel inclined to do so.

Kurt Knechtel asked what the current vaccine requirements are excluding Covid.

Amanda Fischer says only medical exemptions are allowed.

Amanda Fischer then gave an in depth report based off her most recent meeting that she attended. She explained that the Governor cannot execute a Covid vaccination mandate on his own, it has to be voted on and go through the legislative process. She offered to give a presentation for the Board any public interested.

Dr. Movsisyan, iLEAD High School Facilitator, reported that the recent WASC visit went very well.

Status: Completed

8. Closing Items

8.1. Next Meeting Date November 9th

Our next scheduled meeting is November 9, 2021 at 5PM.

The next meeting is November 9th at 5PM.

Status: Completed

8.2. Adjournment

The meeting was adjourned at 6:25PM.

Status: Completed

EMPLOYMENT – NEW HIRES

N/A

RESIGNATIONS/TERMINATIONS

Steven Krystek - Facilitator - 11/19/21

STATUS CHANGE

Sonia Kurfess - part time to full time - Care Team Health Aide to Facilitator Substitute - 11/16/21

Company Name: iLEAD Agua Dulce
Report Name: Payment Register
Report Title 2: Mission Valley Bank
Footer Text: 10/21/2021-11/03/2021
Created On: 11/4/21
Location: 118--iLEAD Agua Dulce

Date	Vendor	Method	Amount	GL account/Account label	Memo
10/25/21	SOMM001--Bio Box Labs	EFT	354.45	4335--Home Study Stipend	iAD-EMR-Curriculum
10/25/21	MEMO000--Memoria Press [P]	EFT	78.33	4335--Home Study Stipend	iAD-EMR-Curriculum
10/25/21	AMAZ100--Amazon Capital Services (iCA)	EFT	145.25	4340--Office Supplies	iAD-Office Supplies
10/25/21	BLIC000--Blick Art Materials [P]	EFT	61.08	4335--Home Study Stipend	iAD-EMR-Curriculum
10/25/21	HONE000--Honest History Co	EFT	76.64	4335--Home Study Stipend	iAD-EMR-Curriculum
10/25/21	KIWI000--KIWICO [P]	EFT	423.66	4335--Home Study Stipend	iAD - EMR - Curriculum
10/25/21	GIRA000--Girard, Edwards, Stevens & Tucker LLP	EFT	2,086.20	5808--Professional Services -	iAD-SPED-Legal Bills
10/25/21	ILEAEXP--iLEAD Hybrid Exploration	EFT	15,969.76	5809--Professional Services -	iAD- Employee Leasing
10/25/21	LITT000--Little Passports [P]	EFT	536.37	4335--Home Study Stipend	iAD - EMR - Curriculum
10/27/21	ARTH000--First Insurance Funding	EFT	3,583.74	5410--Liability Insurance	Agua Dulce-4th Installment Acct# ILEASCH-02
10/27/21	RAIN000--Rainbow Resource Center Inc [P]	EFT	538.39	4335--Home Study Stipend	iAD - EMR - Curriculum
10/28/21	LOSA001--Los Angeles County Office of Education (LACOE)	Check 2086	24,399.57	9535--Retirement Liability	iAD STRS
10/29/21	LITT001--Little School of Music [S]	EFT	360.00	4335--Home Study Stipend	iAD - VCI - Curriculum
10/29/21	EVER004--EverWild LA [S]	EFT	154.00	4335--Home Study Stipend	iAD - VCI - Curriculum
10/29/21	SCHO009--School Pathways Holdings, LLC	EFT	2,092.93	5310--Professional Dues, Membe	iAD- Subscriptions
11/3/21	EAT2000--Eat2Explore, Inc	EFT	170.70	4335--Home Study Stipend	iAD-EMR-Curriculum
11/3/21	EDI118A--Southern California Edison 9069	EFT	5,570.99	5510--Utilities - Electricity	iAD- Acct#700386499069
11/3/21	WAS118A--Waste Management 3008	EFT	844.19	5540--Utilities - Trash	Service -11/01/21-11/30/21
11/3/21	MAKE000--Maker Learning Network	EFT	2,486.54	5801--Professional Services -	iAD- Service Fees
11/3/21	ILEA300--iLEAD California	EFT	4,046.50	5840--Operating Expenditures -	iAD- Cisco Renewal
11/3/21	FRES001--Fresh Start Healthy Meals, Inc.	EFT	8,894.60	4710--Vended Food Service	iAD-September Food Service
11/3/21	ILEA300--iLEAD California	EFT	121.15	5240--Professional Development	iAD-iCC1 Support Services
11/3/21	UPSF000--UPS	EFT	15.45	5940--Postage Expense	iAD- Postage
11/3/21	UPSF000--UPS	EFT	21.80	5940--Postage Expense	iAD- Postage
11/3/21	UPSF000--UPS	EFT	53.27	5940--Postage Expense	iAD- Postage
11/3/21	NATI001--Nationwide	EFT	27.30	3401--Health & Welfare Benefit	EE Benefits 09.21
11/3/21	HESS000--Hess and Associates Inc	EFT	472.50	9535--Retirement Liability	iAD- 1st quarter STRS and Annual Fee
11/3/21	AMAZ100--Amazon Capital Services (iCA)	EFT	319.10	4305--Educational Supplies (CI	iAD-Classroom Supplies
			\$ 73,904.46		

Company Name: iLEAD Agua Dulce
Report Name: Payment Register
Report Title 2: Mission Valley Bank
Footer Text: 11/4/2021-12/01/2021
Created On: 12/2/21
Location: 118--iLEAD Agua Dulce

Date	Vendor	Method	Amount	GL account/Account label	Memo
11/12/21	SCHO013--School Food and Wellness Group	EFT	1,000.00	5310--Professional Dues, Membe	iAD- NSLP Administrative Fee
11/12/21	MCCA000--McCalla Company	EFT	558.45	4325--Custodial Supplies	iAD-Cleaning Supplies
11/12/21	PARE002--Parent Square, Inc.	EFT	1,092.00	5310--Professional Dues, Membe	iAD- ParentSquare Annual Subscription (10/15/2021 - 10/14/2022)
11/12/21	BAY118A--Bay Alarm Company 3872	EFT	496.23	5560--Operations - Security	iAD- Acct# 3483872
11/12/21	TIM118A--Time Warner Cable 9656	EFT	384.96	5920--Internet Services	iAD- Acct#8448 20 003 0439656
11/12/21	TIM118A--Time Warner Cable 9656	EFT	384.96	5920--Internet Services	iAD- Acct#8448 20 003 0439656
11/12/21	AMAZ100--Amazon Capital Services (ICA)	EFT	663.93	4325--Custodial Supplies	iAD-Custodial Supplies
11/12/21	HOME010--Home Made Restaurant	EFT	1,002.93	5240--Professional Development	iAD- PD
11/17/21	IRON000--Iron Fist Martial Arts [S]	EFT	76.00	4335--Home Study Stipend	iAD - VCI - Curriculum
11/17/21	HORS000--Kim Wineland (Horse ETC)	EFT	250.00	4335--Home Study Stipend	iAD - VCI - Curriculum
11/17/21	DISC000--Discount School Supply [P]	EFT	115.26	4335--Home Study Stipend	iAD- EMR - Curriculum
11/17/21	ILEA300--iLEAD California	EFT	437.05	5240--Professional Development	iAD- ICA Support Services
11/17/21	ILEA300--iLEAD California	EFT	864.45	5822--Operating Expenditures -	iAD- Panorama Education
11/17/21	ATT118A--AT&T 9839	EFT	435.24	5910--Telephone & Fax	iAD- Acct# 661 268-0087 983 9
11/17/21	PRO000--Procopio, Cory, Hagreaves & Savitch	EFT	532.00	5808--Professional Services -	iAD- Legal Bills
11/17/21	SCHO017--Scholastic Book Fairs	EFT	3,980.21	5853--Student Services Expendi	iAD- Book FAIR
11/17/21	APPL000--Apple Inc	EFT	5,280.03	4430--IT Equipment & Supplies	iAD-Macbooks
11/17/21	CLIF000--Clifton Larson Allen LLP	EFT	1,050.00	5804--Professional Services -	iAD-1st progress billing for audit
11/17/21	SPAR001--Sparkletts	EFT	302.68	4340--Office Supplies	iAD- Water Service
11/17/21	TEAC002--Teacher Synergy [P]	EFT	174.06	4335--Home Study Stipend	iAD- EMR- Curriculum
11/17/21	UPS000--UPS	EFT	15.45	5940--Postage Expense	iAD- Postage
11/17/21	AFF0000--Affordable Copier Service	EFT	216.11	4345--Printing & Reproduction	iAD-Printing Supplies
11/17/21	WAS118A--Waste Management 3008	EFT	1,059.48	5540--Utilities - Trash	Service 10/01-10/31
11/17/21	MEMO000--Memoria Press [P]	EFT	88.43	4335--Home Study Stipend	iAD-EMR- Curriculum
11/17/21	AMAZ100--Amazon Capital Services (ICA)	EFT	2,023.02	4305--Educational Supplies (CI	iAD-Classroom Supplies
11/17/21	OUTS000--Outschool, Inc [S]	EFT	291.00	4335--Home Study Stipend	iAD - EMR - Curriculum
11/17/21	RAIN000--Rainbow Resource Center Inc [P]	EFT	380.95	4335--Home Study Stipend	iAD - EMR - Curriculum
11/18/21	EVER004--EverWild LA [S]	EFT	231.00	4335--Home Study Stipend	iAD - VCI - Curriculum
11/18/21	LAVI000--LaVine Equestrian	EFT	240.00	4335--Home Study Stipend	iAD - VCI - Curriculum
11/18/21	AMAZ100--Amazon Capital Services (ICA)	EFT	43.62	4305--Educational Supplies (CI	iAD-Classroom Supplies
11/19/21	MAKE000--Maker Learning Network	EFT	250.00	5830--Operating Expenditures -	iAD- Monthly Marketing Reimbursement - KHTS
11/19/21	ABRI000--A Brighter Child [P]	EFT	144.20	4335--Home Study Stipend	iAD-EMR- Curriculum
11/19/21	DANC007--Dancin' In Acton, Inc.	EFT	170.00	4335--Home Study Stipend	iAD - VCI - Curriculum
11/19/21	INSI000--Inside SCV Magazine	EFT	135.00	5830--Operating Expenditures -	iAD-Advertising
11/19/21	ROUE000--John Roueche , D.V.M.	EFT	160.00	4305--Educational Supplies (CI	iAD- Classroom Supplies
11/19/21	CCSA000--California Charter School Association	EFT	3,300.00	5310--Professional Dues, Membe	Membership Dues
11/19/21	AMAZ100--Amazon Capital Services (ICA)	EFT	397.85	4305--Educational Supplies (CI	iAD-Classroom Supplies
11/19/21	FRES001--Fresh Start Healthy Meals, Inc.	EFT	5,154.50	4710--Vended Food Service	iAD-October Food Service
11/23/21	BEND002--Piano Boise LLC dba Allemande Music Academy	EFT	90.00	4335--Home Study Stipend	iAD - VCI - Curriculum
11/23/21	JIVE000--Jive Communications, Inc.	EFT	385.71	5910--Telephone & Fax	iAD-11/1/21-11/30/21
11/23/21	ARTH000--First Insurance Funding	EFT	3,583.74	9520--Payroll Liabilities	Agua Dulce-5th Installment Acct# ILEASCH-02
11/23/21	OUTS000--Outschool, Inc [S]	EFT	226.00	4335--Home Study Stipend	iAD - EMR - Curriculum
11/26/21	EMP0517	EFT	18.20	4110--Core Curriculum - Texts,	iAD- History Curriculum
11/26/21	EMP1123	EFT	247.50	4305--Educational Supplies (CI	iAD - Classroom Supplies
11/26/21	OFFI000--Office Depot [P]	EFT	49.19	4335--Home Study Stipend	iAD - EMR - Curriculum
11/30/21	EMP0819	EFT	1,034.63	9520--Payroll Liabilities	iAD-Payroll
11/30/21	LOSA001--Los Angeles County Office of Education (LACOE)	Check 2807	23,697.04	9535--Retirement Liability	iAD STRS
			\$62,713.06		



AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements Board Approved:

Whereas, the Governor signed an Executive Order Suspending the Brown Act until October 1, 2021,

Whereas, the Governor signed Emergency Legislation AB 361 in September 2021,

Whereas, according to AB 361, the public charter school Board may take advantage of additional flexibility in teleconference meetings so long as the school complies with the following:

- The public has access via internet and/or telephone to the Board meeting and can provide public comment in some electronic form,
- The charter school uses its sound discretion and makes reasonable efforts to adhere, as closely as possible, to the other provisions of the Brown Act in order to maximize transparency and provide public access.

Whereas, AB 361 states that:

- If there is a state of emergency proclaimed by the Governor, the same suspension of teleconferencing rules apply, if either state or local officials have imposed or recommended measures to promote social distancing or, by Board vote a finding imminent risk to health or safety of attendees.

Whereas, SB 361 requires:

- The Board must provide means of how public comment will be available (internet/by phone);
- If a technical disruption occurs, no action can be taken; and
- No early requirement for public comment will be set into place and the Board shall allow for “real time” comments during full public comment period; and
- The Board makes a finding every 30 days to continue teleconferencing.

Therefore, based on the Board’s 30-day reconsideration of the current circumstances of the State of Emergency and situations of the State of Emergency continues to directly impact the ability of members to meet safely in person, and/or the State or local officials continue to impose or recommend measures to promote social distancing;

The Board has determined that it will hold its next meeting in a hybrid mode allowing Board Members and the public to attend the meetings in person using social distancing requirements or virtually given individual needs and choice of the attendee.

Agua Dulce
School Director's Report - Lisa Latimer
December 2021

School-wide Projects

- Driving Questions
- High School POL

Events

- Multicultural Feast
- Winter Show
- Online Spirit Store
- After School Workshops

Enrollment

TK - 7

K - 41

1st - 29

2nd - 37

3rd - 36

4th - 26

5th - 25

6th - 37

7th - 28

8th - 16

9th - 10

Homeschool - 24

Total- 316

In process of enrolling- 8

ILEAD AGUA DULCE BUDGET FY21/22

<u>REVENUE</u>	<u>Preliminary Budget</u>	<u>1st Interim Budget</u>
8011 State Funding - Current Year LCFF	2,820,529	2,644,605
8012 State Funding - EPA	64,800	61,100
8096 State Funding - Property Taxes	137,370	142,672
8181 Federal Special Education - Entitlement	33,075	35,125
8220 Federal Child Nutrition Programs	43,381	54,435
8290 Federal Revenue - All Other Federal Revenue	61,850	51,834
8291 Federal Revenue - Other Revenue	68,587	149,298
8311 Other State Apportionments - Special Education	204,585	212,017
8312 Other State Apportionments - Special Education Mental Health	1,188	1,188
8520 State Child Nutrition	0	4,243
8550 State Mandated Costs	7,928	4,554
8560 State Lottery	64,572	69,654
8590 All Other State Revenues	164,645	164,645
8645 Student Activities	5,000	5,000
8830 Fundraising	10,000	10,000
TOTAL REVENUE	3,687,510	3,610,369
<u>EXPENSE</u>		
1110 Credentialed Teacher Salaries	843,285	700,045
1120 Credentialed Home Study Teacher Salaries	58,240	60,000
1130 Credentialed Education Specialist Salaries (SpEd)	123,000	123,000
1210 Credentialed Psychologist & Counseling Services (SpEd)	77,500	0
1230 Credentialed Academic Counseling Salaries	0	77,500
1310 Credentialed Directors	0	85,000
Total Credentialed Staff	1,102,025	1,045,546
2110 Classified Elective Salaries	73,216	71,067
2120 Classified Classroom Aide Salaries	62,833	36,400
2210 Classified Ed Specialist Assistants & One on One Aides		52,347
2310 Classified Directors	97,523	97,523
2410 Classified Clerical, Technical, and Office Staff Salaries	88,400	75,279
2910 Classified CARE Team Yard Duty Salaries	22,464	0
2930 Classified After School Care Salaries		27,733
2950 Classified Facilities/Maintenance Salaries	66,560	66,560
2990 Classified Health Office Support (Nurse)	25,272	52,000
Total Classified Staff	436,268	478,908
3101 State Teachers' Retirement System - Credentialed positions	186,463	175,850
3302 OASDI (Social Security) - Classified positions	27,049	30,079
3311 Medicare - Credentialed	15,979	15,160
3312 Medicare - Classified	6,326	6,944
3401 Health & Welfare Benefits - Credentialed positions	126,962	122,400
3402 Health & Welfare Benefits - Classified positions	61,295	64,800
3501 State Unemployment Insurance - Credentialed positions	8,082	7,378
3502 State Unemployment Insurance - Classified positions	4,351	5,642
3601 Worker Compensation Insurance - Credentialed positions	33,061	31,179
3602 Worker Compensation Insurance - Classified positions	13,088	14,554
3702 Retiree Benefits - Classified positions	26,176	30,079

Total H&W, Benefits		508,831	504,067
4110	Core Curriculum - Texts, Workbooks, etc	11,472	11,472
4120	Core Curriculum - Software & Programs	51,598	51,598
4305	Educational Supplies (Classroom, Project, SpEd, Etc)	32,216	32,216
4317	Assessment Supplies	2,000	2,000
4325	Custodial Supplies	11,174	11,174
4330	Health & Safety	2,500	2,500
4335	Home Study Stipend	100,800	100,800
4340	Office Supplies	4,278	4,278
4345	Printing & Reproduction Supplies	6,141	6,141
4350	Spiritwear	3,009	3,009
4410	Classroom Furniture & Equipment	15,000	15,000
4420	NonClassroom Furniture & Equipment	10,000	10,000
4430	IT Equipment & Supplies	45,000	45,000
4710	Vended Food Service	43,381	43,381
4720	Food Supplies	1,650	1,650
Total Books and Supplies		340,219	340,219
5210	Travel for PD, Conferences, & School Development	3,030	3,030
5220	Travel for Intersite Business - Mileage	320	320
5230	Conference & Workshop Registration Fees	4,500	4,500
5310	Professional Dues, Memberships, and Subscriptions	9,802	9,802
5410	Liability Insurance	13,400	13,400
5510	Utilities - Electricity	18,180	18,180
5540	Utilities - Trash	8,539	8,539
5550	Operations - Janitorial Services	7,848	7,848
5560	Operations - Security	1,630	1,630
5610	Rent - Facilities Rent and CAM Charges	241,816	227,870
5630	Repairs & Maintenance - Facilities	15,150	15,150
5801	Professional Services - Service Fees	458,677	428,765
5802	Professional Services - District Oversight Fees	30,227	28,484
5803	Professional Services - Business Services	10,100	10,100
5804	Professional Services - Auditing & Tax Preparation	12,102	12,102
5805	Professional Services - Payroll Fees	8,373	8,373
5806	Professional Services - Consultant Fees	6,676	6,676
5807	Professional Services - BTSA	6,000	6,000
5808	Professional Services - Legal Fees	10,100	10,100
5809	Professional Services - Shared/Leased Employees	16,760	16,760
5822	Operating Expenditures - Licenses & Other Fees	4,036	4,036
5823	Operating Expenditures - Fingerprinting Fees	141	141
5825	Operating Expenditures - Banking Charges & Fees	4,527	4,527
5826	Operating Expenditures - Interest	1,666	1,666
5829	Operating Expenditures - Events	5,000	5,000
5830	Operating Expenditures - Marketing & Advertising	24,073	24,073
5840	Operating Expenditures - Software Licenses	17,176	17,176
5850	Student Services Expenditures - Student Information System	9,994	9,994
5851	Student Services Expenditures - Student Assessment Services	1,200	1,200
5852	Student Services Expenditures - Special Education Contracted	121,509	121,509
5853	Student Services Expenditures - Student & Group Activities	10,194	10,194
5854	Student Services Expenditures - Electives & Enrichment	1,752	1,752

5855 Student Services Expenditures - Substitutes	803	803
5910 Telephone & Fax	6,938	6,938
5915 Cell Phones	222	222
5920 Internet Services	4,055	4,055
5925 Website/Communication Fees	8,856	8,856
5940 Postage Expense	2,525	2,525
Total Serices and Operating Expenses	1,107,898	1,062,297
TOTAL EXPENSE	3,495,241	3,431,037
NET INCOME	192,269	178,144
<u>Enrollment and ADA Assumptions</u>		
Enrollment	338	313
ADA	324.48	305.5
Grades TK-3	155	158
Grades 4-6	108	92
Grades 7-8	49	46
Grades 9-12	12	9.5
Unduplicated %	43%	31%
<u>Funding Factors</u>		
in-Lieu per pupil	467	467
State - Special Educaiton Per Pupil (per ADA, current yr P-2)	650	694
Federal (- Special Education (prior yr. census)(SpEd)	125	121
Mandate Block Grant (K-8)	17.21	17.21
Mandate Block Grant (9-12)	47.84	47.84
Lottery - Unrestricted	150	163
Lottery -Restricted	49	65
STRS - ER	0.1692	0.1692

SPECIAL EDUCATION RESOURCE SHARING AGREEMENT

Board Approved:

This Special Education Resource Sharing Agreement (“**Agreement**”) is entered into as of _____ (“**Effective Date**”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “**Party**” and collectively as the “**Parties**” to this Agreement: iLEAD California Charters 1 (“**iCA**”); iLEAD Agua Dulce (“**iAD**”); iLEAD Lancaster; iLEAD Online Charter School (“**iLEAD Online**”); Empower Generations (“**EG**”); and Santa Clarita Valley International (“**SCVi**”).

WHEREAS, iCA, iAD, iLEAD Lancaster, iLEAD Online, EG, and SCVi are each nonprofit that operates a California public charter school based on the iLEAD program.

WHEREAS pursuant to Education Code section 47641, the Parties are each a local educational agency (“**LEA**”) for purposes of special education as defined in Education Code section 47640.

WHEREAS, each Party participates in the El Dorado Charter Special Education Local Plan Area (“**SELPA**”) pursuant to the SELPA membership process and its SELPA Agreement for Participation (“**SELPA Participation Agreement**”).

WHEREAS, under each Party’s SELPA Participation Agreement:

- (a) the El Dorado County Office of Education is designated as the “responsible local agency” for the SELPA (i.e., the administrative entity) as set forth in Section 4 of the SELPA Participation Agreement;
- (b) the SELPA provides various policies, procedures, forms, coordination, training, reporting, and technical assistance services and supports to accomplish the goals of the local plan as set forth in Section 3 of the SELPA Participation Agreement; and
- (c) each Party is solely responsible for all of the mandated activities set forth in Section 2 of the SELPA Participation Agreement, in order to provide special education programs and services to its eligible students enrolled in the LEA.

WHEREAS, each Party’s responsibilities include employing, or establishing appropriate contracts for the provision of, special education teachers, instructional aides, and other personnel necessary to conduct the program specified in the SELPA’s local plan, and in compliance with state and federal mandates.

WHEREAS, iCA, which currently operates the largest of the Parties’ charter schools, employs numerous personnel and houses other resources necessary for the provision of special education programs and services in conformance with the SELPA’s local plan and the state and federal mandates, such as a director of student support, coordinators, psychologists, speech and language pathologists, speech and language pathologist assistants, occupational therapists, certified occupational therapy assistants, physical therapists, deaf and hard of hearing specialists, adaptive physical education specialists, board-certified behavior analysts, and other related administrative support.

WHEREAS the Parties have determined that it is in each of their best interests to share these resources among them, so that iAD, iLEAD Lancaster, iLEAD Online, EG, and SCVi have access to the valuable, specialized personnel and other resources of iCA, so that all Parties achieve the cost savings and other scale benefits of sharing such resources, and in furtherance of each Party's goal to successfully implement special education programs and services at their iLEAD school.

WHEREAS, the law expressly permits the Parties to share these special education resources, in that Education Code section 56369 provides that an LEA may contract with another public agency to provide special education or related services to students with disabilities, and Education Code section 56195.1(e) provides that an LEA's membership in a SELPA does not limit the LEA's authority to contract for special education services with another LEA whether or not the LEAs are part of the same SELPA.

WHEREAS, because a charter school serving a larger number of students with disabilities requires more resources, the Parties seek to share costs for the special education services pro-rata based on the number of students with disabilities enrolled at each Party's respective school.

WHEREAS the Parties have also entered into a separate agreement to share other resources of iCA, including educational support functions, professional development, program assessment, human resources functions, leadership and board support, technology support systems, facility and operations support, bookkeeping, and accounting, budget development, and compliance and reporting (the "***General Resource Sharing Agreement***").

WHEREAS, the Parties understand and agree that the General Resource Sharing Agreement—and not this Agreement—includes the costs of the Director of Student Support, which position provides the following special education oversight services: (a) training, coaching, and support, and assistance monitoring Student Support programs; (b) assistance with monitoring data and fixing errors in Special Education Information System (SEIS) to ensure data is uploaded correctly into state system; and (c) assistance in communications with SELPA and legal counsel, and through due process and mediation.

WHEREAS, now, other than the Director of Student Support which is covered by the General Resource Sharing Agreement, the Parties seek to share the special education resources of iCA among them cooperatively and allocate costs among them according to the terms and conditions set forth in this Agreement.

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

1. Student Support Shared Resources. During the term of this Agreement, the Parties agree to share the iCA special education personnel and other resources necessary for the functions described in Attachment A (the "***Student Support Shared Resources***") in furtherance of each Party's provision of special education programs and services in conformance with the SELPA's local plan and the state and federal mandates, and in accordance with the cost allocation and payment provisions described in Sections 2 and 3 herein.

2. Cost Allocation. The Parties will share the actual costs incurred by iCA for the Student Support Shared Resources on a pro-rata calculation that is based on their enrollment of

students with disabilities who receive special education or related services through an individualized education program (“*IEP*”). On the last day of each month, iCA personnel will provide each Party a report identifying the special education students enrolled in the Party’s school as of the last day of the month. On or before the 5th of each month, each Party will review their respective report for accuracy and either provide their written approval to iCA or, if the report is incorrect, contact iCA to request a revised report. iCA will provide a revised report if supported by appropriate backup documentation. The approved reports will be used by iCA to calculate the pro-rata share of each Party by dividing the number of special education students enrolled at each Party’s school on the last day of the month by the total number of special education students enrolled at all of the Parties’ schools on the last day of the month. Each Party will provide access to reasonable backup documentation for the numbers in its approved report upon request from another Party.

3. Monthly Invoicing and Payment. On or before the 20th of each month, iCA will generate invoices for each Party for the previous month’s Student Support Shared Resources. Each invoice will include the total costs of the Student Support Shared Resources for the previous month and each Party’s pro-rata share based on the allocation described in Section 2 above. iCA will provide each Party access to reasonable backup documentation for such costs upon request. Each Party will submit payment to iCA for its pro-rata share of the costs of the Student Support Shared Resources within thirty (30) days after receipt of the monthly invoice. In the event a Party discovers an error in a previously approved report, such Party shall immediately inform iCA of the error, and iCA will perform a reconciliation, which iCA will endeavor to perform within sixty (60) days. Any amounts overpaid or underpaid by a Party will be reflected as credits or additional charges on all Parties’ next monthly invoice after iCA’s reconciliation.

4. Initial Deposit. Upon execution of this Agreement, each Party shall provide iCA a deposit of 10% of the estimated annual cost. The purpose of these deposits is to ensure iCA has the adequate cash flow to cover the costs of the Student Support Shared Resources. Upon termination of this Agreement pursuant to Section 10 herein, each Party’s deposit amount will be reflected as a credit on that Party’s final monthly statement. In the event a Party’s final monthly statement is less than that Party’s deposit amount, iCA will return any remaining deposit amount to the Party within sixty (60) days of termination.

5. Parties’ Responsibilities for Provision of FAPE and SELPA Participation Agreement. As an LEA, each Party retains ultimate authority and responsibility for the provision of a free appropriate public education (“*FAPE*”) as mandated by the Individuals with Disabilities Education Act (“*IDEA*”) and related California law to its enrolled eligible students. Each Party also retains ultimate authority and responsibility for all of the mandated activities set forth in Section 2 of the SELPA Participation Agreement, including ensuring that all required federal, state, and SELPA reports and data requests are submitted in the prescribed format and at the specified due date. iCA will provide each party the Student Support Shared Resources and support outlined in Section 7 herein. However, this shall not be construed in any way as an obligation or duty imposed on iCA to offer or provide a FAPE to eligible students enrolled in any LEA other than its own, nor a duty or obligation to make decisions regarding the educational programming of students enrolled in any LEA other than its own. As the responsible LEA for providing a FAPE to its eligible students, each Party must authorize any change in placement and/or services for its eligible students and shall agree to and be responsible for funding that placement and/or those services. Execution of this Agreement is in no way intended to be construed as shifting responsibility for a Party’s provision of a FAPE or compliance with its

SELPA Participation Agreement to iCA.

6. Parties' General Responsibilities. The Parties are each responsible for:

- a. Complying with all applicable federal and state statutes, laws, and regulations imposed on each Party as an LEA, as well as their duties and responsibilities under their SELPA Participation Agreement;
- b. Addressing any identified compliance gaps in a timely and responsible fashion;
- c. Ensuring that neither the Party nor its employees discriminate against iCA employees who are providing the Student Support Shared Resources on account of disability, race, color, religion, ethnic origin, age, gender, sexual orientation, or any other characteristic protected by law;
- d. Providing to iCA, and to the respective iCA employees who are providing services, in writing, copies of any campus or school-specific rules, policies, procedures, or standards of conduct applicable to iCA employees while providing services to the Party and its eligible students;
- e. Providing a safe and compliant working area for iCA employees, when it is necessary for iCA to be at a Party's learning studio or other location agreed upon by the Parties. iCA employees will provide services to each Party's eligible students at each Party's learning studio(s) or, if mutually agreed upon, at other locations that are required or convenient for the provision of special education programs and services;
- f. Promptly providing iCA all the necessary and accurate data, files, documents, and other information, records, and access that is necessary or appropriate for iCA to support each Party in successfully implementing its special education programs and services, including, but not limited to, IEPs, cumulative files, health records, and assessment reports, in compliance with and to the extent permitted by law;
- g. Ensuring appropriate LEA representatives attend and participate in Individualized Education Program ("IEP") meetings, SELPA meetings, and other meetings as necessary;
- h. Providing ongoing feedback to iCA regarding its provision of the Student Support Shared Resources;
- i. Continually improving its special education programs and services for eligible students by setting performance objectives, executing plans, and taking necessary corrective actions for any deficiencies identified by any and all internal or external compliance reviews;
- j. Immediately informing iCA of any investigation or inquiry by any federal, state, or local agency, including, but not limited to, the Fiscal Crisis Management and Assistance Team, the California Department of Education, or the United States Department of Education Office for Civil Rights, arising out of or in any way related to iCA's provision of the learner Support Shared Resources, and providing iCA a copy of any written correspondence related thereto; provided, however, that each Party, as the responsible LEA, retains ultimate responsibility for responding to, and addressing, any investigation,

audit, information request or other inquiry, concern or complaint regarding its special education programs and services, as well as handling disputes as they arise; and

k. Ensuring that any and all learner records conform to prescribed formats and that any and all financial books and records conform to generally accepted accounting principles and state reporting requirements. Records must be legible, reflect actual transactions and payments, and be accurate in all material respects. Records must be open to inspection by other Parties upon request and, as appropriate, with legitimate educational interest.

7. iCA General Responsibilities.

a. iCA is hereby designated to act on its own behalf and on behalf of all other Parties hereto to provide for and perform the functions described in Attachment A, including to employ such employees, engage service providers or other third parties as necessary, and incur other reasonable and necessary costs for the mutual advantage of the Parties.

b. iCA will provide the same quality of services for each Party's students as it does for its own students in performing the functions described in Attachment A. iCA will endeavor to accommodate all Parties' needs, provided that no Party shall be entitled to more than its fair share of iCA's time. iCA shall not be required to provide any Student Support Shared Resources pursuant to this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause outside iCA's reasonable control or would require iCA to violate applicable law or its charter.

c. When on a Party's school campus or other site, iCA employees shall be subject to such Party's general direction and iCA will comply with the Party's applicable policies and procedures (such as campus sign-in procedures) so long as such policies and procedures are provided to iCA in writing.

d. iCA will supervise and make all employment decisions with respect to iCA employees at its sole discretion, including all hiring, evaluation, termination, compensation, and benefits decisions. iCA shall have sole responsibility for compliance with state and federal income tax withholding, unemployment and disability insurance withholding and contributions, retirement benefits (e.g., California State Teachers' Retirement System, California Public Employees' Retirement System, etc.), social security tax withholding, and contributions, workers' compensation coverage, wage and hour obligations, and any other applicable employment law requirements for iCA's employees. Nothing in this Agreement shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other party.

e. In providing the Student Support Shared Resources, iCA will:

i. Provide the Student Support Shared Resources to all eligible students as requested by the Parties consistent with the IDEA and related state and federal laws, or immediately inform the relevant Party if it is unable to provide requested services;

ii. When iCA provides direct educational services to a Party's learner(s), iCA will assist the Party in drafting goals and objectives for review and consideration at the

learner(s)'s annual IEP meetings or other appropriate IEP team meetings.

iii. Cooperate and collaborate with each Party in making relevant personnel available to attend IEP team meetings and other meetings educationally necessary for eligible students, and participate in or conduct assessments of eligible students receiving services from iCA, as appropriate.

iv. Notify the relevant Party when it has reason to believe that an eligible learner may require an evaluation, reevaluation, different services, or an IEP team meeting.

v. When iCA provides direct educational services to a Party's learner(s), iCA will do so as described in the IEP of the eligible learner and will prepare all required reporting of learner progress on the IEP that iCA is implementing, including goal progress reports.

vi. Provide an eligible student's records to a requesting Party within five (5) calendar days to allow the requesting Party sufficient time to produce the records within statutory timelines.

vii. Ensure that all iCA personnel performing services under this Agreement hold all credentials and/or licenses required to perform the particular services, and provide copies of current credentials and/or licenses to the Parties upon request.

8. Due Process Proceedings and Complaints. Upon request from the responsible LEA, iCA will participate in alternative dispute resolution and/or special education due process proceedings concerning the services provided by iCA to eligible students pursuant to this Agreement. iCA will also participate in and support any Party in an investigation or reasonable information request, including those pertaining to any complaint filed with the State of California (e.g., California Department of Education, California Office of Administrative Hearings, etc.), the United States Department of Education Office for Civil Rights, or any other state and/or federal governmental body or agency, to the extent such investigation or request relates to services provided by iCA to eligible students pursuant to this Agreement. However, each Party, as the responsible LEA, retains ultimate responsibility for responding to and addressing any investigation, audit, information request, or other inquiry, concern, or complaint regarding its special education programs and services, as well as handling disputes as they arise. Each Party shall also be responsible for defending itself in any special education due process proceeding or investigation and paying any resulting costs, including but not limited to attorneys' fees, expert witness fees, other costs of litigation or other proceedings, and settlement amounts for such proceeding or investigation.

9. Nonpublic School/Agency Placement and Services. If an IEP team determine that a learner shall be placed at a nonpublic school (including placement at a residential treatment center) or receive services through a nonpublic agency, the relevant Party as the responsible LEA shall be responsible for selecting, contracting with, and overseeing the nonpublic school/agency and paying all costs associated with such placement.

10. Term and Termination. The term of this Agreement commences on July 1, 2020, and continues through June 30, 2021, and shall then automatically renew for consecutive one (1) year terms, unless and until earlier terminated as set forth in Section 10(a) or (b) herein and subject to

any amendments pursuant to Section 11 herein.

a. ***Termination by any Party other than iCA.*** Any Party other than iCA may terminate its participation in this Agreement for any reason upon sixty (60) days written notice to all Parties. Termination of participation by any Party shall not terminate the Agreement as to any other Party, nor relieve the terminating Party of any obligations incurred prior to the effective date of such termination. Following termination of a Party's participation, (i) the terminating Party will pay iCA any unpaid portion of its costs through the effective date of termination, (ii) the terminating Party will not be entitled to any of the Student Support Shared Resources, (iii) costs shall be allocated among the remaining Parties as set forth in Section 2, and (iv) this Agreement shall be amended to remove the terminating Party as a party.

b. ***Termination by iCA.*** iCA may terminate this Agreement for any reason upon ninety (90) days' notice to all Parties. Additionally, iCA may terminate any other Party's participation in this Agreement in the case of a material or persistent breach by such Party of any one or more of the terms of this Agreement, which is not remedied within thirty (30) days after written notice is provided by iCA to the breaching Party. A copy of such written notice shall also be provided to all other Parties. Upon expiration of the thirty (30) day period without curing the breach or appropriate actions taken to commence curing the breach at the discretion of iCA, iCA may terminate the breaching Party's participation. Following termination of a breaching Party's participation, (i) the breaching Party will pay iCA any unpaid portion of its costs through the effective date of termination, (ii) the breaching Party will not be entitled to any of the Student Support Shared Resources, (iii) costs shall be allocated among the remaining Parties as set forth in Section 2, and (iv) this Agreement shall be amended to remove the breaching Party as a party.

11. Amendments. This Agreement may be amended as follows:

a. ***Changes to the Student Support Shared Resources.*** The Parties acknowledge and understand that the functions and resources iCA is able to share among the Parties may change from time to time. iCA will inform affected Parties of any changes to its capacity to provide the functions and resources described in Attachment A as soon as practicable and shall reflect such changes in writing by providing an amended Attachment A to all Parties. To the extent iCA's changes to Attachment A adds new functions or resources that would result in a substantial increase in costs, iCA will provide all Parties ninety (90) days' notice, which notice may be waived if all Parties agree that the additional services should start sooner.

b. ***Changes in the Law.*** In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, interpretation of law or regulation by an authorizer or regulator, or court or administrative decision or order materially affects the performance of any of the Parties in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the changes. If, after such good faith negotiations, the Parties are unable to agree upon an acceptable approach, the Agreement shall terminate for all Parties upon any Party's sixty (60) days written notice to the other Parties, or in such lesser time as is reasonable under the circumstances. Following termination, the Parties will pay iCA any unpaid portion of

their costs through the effective date of termination.

12. Work Product; Intellectual Property. Any work product that is created by iCA in the context of providing the functions described in Attachment A shall be the sole property of iCA. Any intellectual property owned by a Party and used by iCA related to the Student Support Shared Resources shall remain the sole property of that Party. Similarly, any intellectual property owned by iCA that is utilized as part of the Student Support Shared Resources, either by iCA or another Party, shall remain the sole property of iCA. No Party shall have the right to grant a license, sublicense, or any other use or rights to the property of another Party. Upon termination or expiration of this Agreement, the property of each Party in the possession of any other Party shall be returned and/or destroyed.

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

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

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

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

d. To the extent necessary and as permitted by law, iCA shall be designated as a “school official” with a legitimate educational interest in accessing each Party’s learner education records, as that term is defined by and for purposes of FERPA, thereby allowing iCA to access personally identifiable information from learner education records from each Party as part of its performance of the functions described in Attachment A. For purposes of this Agreement, the term “personally identifiable information” (***PII***) means any information that can be used on its own or with other information to (i) distinguish one

person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

e. iCA will not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the functions described in Attachment A, as required by law, or as otherwise authorized in writing by the applicable Party. iCA shall protect the pupil records it receives from or on behalf of another Party no less rigorously than it protects its own pupil records. In the event of an unauthorized disclosure of PII, iCA shall notify the affected Party(ies) as soon as practicable, and shall, upon the affected Party(ies)'s request, notify affected parents, legal guardians, and eligible pupils using reasonably available technological means such as electronic mail.

14. Learner Information. Each Party is responsible for its compliance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“**FERPA**”), federal Children’s Online

8

Privacy and Protection Act (15 U.S.C. §§ 6501–6506) (“**COPPA**”), and other applicable state and federal laws pertaining to learner information and privacy. In its provision of the Student Support Shared Resources to each Party, iCA is a “third party” that may receive pupil records under California Education Code Section 49073.1(d)(6).

15. Insurance. iCA shall maintain customary and reasonable insurance coverage necessary for the performance of the functions described in Attachment A, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. iCA shall name each Party as an additional insured under all of iCA’s policies. To the extent iCA incurs additional cost(s) for any enhancements necessary to its insurance policies to provide the Student Support Shared Resources to all Parties, such cost(s) may be allocated among the Parties according to Sections 2 and 3. Each Party shall be responsible for obtaining and maintaining workers’ compensation coverage and unemployment insurance for its employees.

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

17. Indemnification. Each Party shall defend, indemnify, and hold the other Parties, and their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys’ fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of its obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of another Party.

18. Fiduciary Obligations and Transparency. The governing body for each Party has reviewed this Agreement in good faith, and in a manner in which it believes to be in the best interests of its LEA, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the Agreement is in the best interests of the Party and that the cost allocation to be paid is fair and reasonable. Each Party will also ensure a fully executed copy of this Agreement is promptly available upon request by

any person, including the SELPA and such Party's respective independent financial auditor or charter authorizer.

19. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Parties. This Agreement shall be binding on and shall inure to the benefit of, the Parties and their respective successors and assigns.

20. Dispute Resolution and Arbitration. If there is any dispute or controversy between the Parties arising out of or relating to this Agreement, the Parties shall first meet and confer informally in an attempt to resolve the issue, which can include a Party's right to seek dispute resolution through the SELPA should the SELPA agree to facilitate such a resolution. If reasonable efforts at informal resolution are unsuccessful, the Parties agree that such dispute or controversy will be submitted to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS") and that such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the Parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive, and binding upon the Parties hereto, and shall be enforceable in any court of competent jurisdiction. The Party initiating the arbitration shall advance the arbitrator's fee and all costs of services provided by the arbitrator and arbitration organization. Otherwise, each Party involved in the arbitration shall bear their own costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs. Except where clearly prevented by the area in dispute, the Parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved, subject to the right to terminate this Agreement. Nothing in this Agreement is intended to prevent any party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

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

<i>To:</i> iLEAD California Charters 1 ATTN: Dawn Evenson 720 Sierra Highway, Suite A Acton, CA 93510 dawn.evenson@ileadschools.org	ATTN: Nykole Kent 254 E. Ave K-4 Lancaster, CA 93535 nykole.kent@ileadlancaster.org
<i>To:</i> iLEAD Agua Dulce ATTN: Lisa Latimer 11311 Frascati Street, Agua Dulce, CA 91390 lisa.latimer@ileadagudulce.org	<i>To:</i> Empower Generations ATTN: Malaka Donovan 43301 Division Street, Unit 305 Lancaster, CA 93535 malaka.donovan@empowergeneration.org
<i>To:</i> iLEAD Lancaster	<i>To:</i> Santa Clarita Valley International ATTN: Martha Spansel Pellico/ Chad Powell 28060 Hasley Canyon Road

Castaic, CA 91384
director@scvi-k12.org
To: iLEAD Online Charter School
ATTN: Erin Jones

29477 The Old Road
Castaic, CA 91384
erin.jones@ileadschools.org

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

23. Applicability. As of the Effective Date, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations, and understandings of the Parties with respect to such subject matter.

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

25. No Waiver. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

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

27. Governing Law. This Agreement shall be governed by and interpreted under California law.

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

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

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date above.

LEAD California Charters 1, a California
nonprofit public benefit corporation
CEO: Dawn Evenson
Signature:
Date:

Empower Generations, a California
nonprofit public benefit corporation
Director: Malaka Donovan
Signature:
Date:

iLEAD Agua Dulce, a California
nonprofit public benefit corporation
Director: Lisa Latimer
Signature:
Date:

Santa Clarita Valley International, a California
nonprofit public benefit corporation
Director: Martha Spansel-Pellico/ Chad Powell
Signature:
Date:

iLEAD Lancaster, a California nonprofit
public benefit corporation
Director: Nykole Kent
Signature:
Date:

iLEAD Online Charter School, a California
nonprofit public benefit corporation
Director: Erin Jones
Signature:
Date:

ATTACHMENT A

STUDENT SUPPORT SHARED RESOURCES

The Parties agree to share the following personnel and other resources of iCA to support the provision of special education programs and services, the costs of which shall be shared according to the cost allocation provisions in the Agreement:

DIRECT LEARNER SERVICES:

- Occupational Therapist(s): Conduct and review occupational therapy assessments, participate in IEP meetings, and provide direct services to learners who have occupational therapy as a related service under their IEP.
- Certified Occupational Therapy Assistant(s): Assist occupational therapists with assessments, clerical duties, and direct services to learners who have occupational therapy as a related service under their IEP.
- Adapted Physical Education Coach(es): Conduct and review adapted physical education assessments, participate in IEP meetings, and provide direct services to learners who have adapted physical education as a related service under their IEP.
- Deaf & Hard of Hearing Specialist(s): Conduct and review deaf and hard of hearing assessments, participate in IEP meetings, and provide direct services to learners who have deaf and hard of hearing as a related service under their IEP.
- Vision Therapy Specialist(s): Consult with the Student Support Team when students enroll that require vision therapy services and coordinate the provision of services to learners from outsourced vendors as necessary.
- School Psychologist(s): Conduct psycho-educational assessments, determine eligibility for special education services, and suggest strategies and supports for educational, academic, and behavioral needs.
- Speech/Language Pathologist(s): Assess, case manage, and coordinate IEP meetings for speech-only learners, supervise the Speech/Language Pathologist Assistants, and provide direct speech services to learners.
- Speech/Language Pathologist Assistant(s): Conduct speech therapy for learners with identified communication disorders, and assist the Speech/Language Pathologists with assessments and clerical duties.

Board Certified Behavior Analyst(s): Conduct functional behavioral assessments, participate in IEP meetings facing legal challenges, provide ongoing behavior support for staff and families, and create, review, and implement behavior intervention plans.

ADMINISTRATIVE AND OTHER SUPPORT:

- Regional Student Support Coordinator(s): Support in assessing learners for special

education or disability-related services and oversee the assessment process, support and assist the case management for students with IEPs, support in coordinating all IEP services and support staff, oversee the Child Find process, manage the special education information system and reports to help ensure appropriate timelines are met, oversee and support with legal compliance, support with the Performance Indicator Review process, support the Student Success Team and Section 504 Team processes at school sites, hold & attend weekly department meetings for student support staff along with offering office hours as necessary, hold and attend staff trainings, receive and support records requests and learner files, assist with recruiting and hiring special education staff, attend IEPs facing litigation as admin support, and other administrative support related to special education as reasonably requested. Offer and provide training as necessary. Interface with and attend SELPA meetings and training as required.

- Billing and Back Office Support: Track assistive technology and service hours and assist with billing and accounts payable.



Parent Procedures and Criteria for Obtaining an Independent Educational Evaluation

A Parent has the right to request an Independent Educational Evaluation (IEE) at public expense when the Parent disagrees with an assessment conducted by iLEAD Agua Dulce in the same area. The Parent may request only one IEE for each similar assessment conducted by iLEAD Agua Dulce, and the assessment must have been conducted within the preceding two years. iLEAD Agua Dulce may either: (a) Fund the IEE or (b) Choose to initiate a due process hearing (DPH) to prove that the District's evaluation is appropriate. If the iLEAD Agua Dulce initiates a DPH and prevails, the Parent may still obtain an IEE, but not at public expense.

Upon request for an IEE iLEAD Agua Dulce shall provide information to the Parent regarding where an appropriate IEE may be obtained.; Federal and state law authorizes Districts to set criteria under which an IEE is obtained, as long as the criteria is the same as the criteria that the District uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's right to an IEE. Therefore upon request the District will provide a non-exclusive list of candidates that meet the requirements. The Parent is not required to choose a provider from this list as long as the parent's chosen evaluator otherwise meets the criteria as set forth in this "Parent Procedures and Criteria for Obtaining an Independent Educational Evaluation."

Whether an IEE is funded by Parent or funded by iLEAD Agua Dulce it will be considered by the Individualized Education Program (IEP) team with respect to eligibility and the provision of a free appropriate public education to the Student. An IEE may be presented as evidence by either party at a DPH regarding the Student.

The District does not have an obligation to reimburse a Parent for private evaluations obtained prior to the date that iLEAD Agua Dulce's evaluation is completed and discussed in an IEP team meeting, or prior to the date the Parent has disagreed with iLEAD Agua Dulce's assessment and requested an IEE.

Steps for a Parent to Follow When Requesting an IEE

1. Parent requests an IEE in writing by contacting the Principal or the Student's case carrier. The school staff may ask for Parent's reason for disagreement with the iLEAD Agua Dulce's assessment, but cannot require a Parent to explain their reasons as a condition for funding an IEE at public expense.
2. The iLEAD Agua Dulce will provide a copy of this document, the "Parent Procedures and Criteria for Obtaining an Independent Educational Evaluation" and a copy of the parent "Procedural Safeguards" to the requesting Parent.
3. Within a reasonable time, iLEAD Agua Dulce will provide a Prior Written Notice letter to the Parent stating whether the District will agree to fund the IEE requested.
4. If the District agrees to fund the IEE:
 - A. Parent must provide the name of the examiner. If iLEAD Agua Dulce does not currently have a contract with the examiner, Parent must provide the examiner's resume so the District may verify the



qualifications, certifications and/or license of the evaluator, determine the fee rate for the IEE and whether this rate falls within iLead Agua Dulce's cost criteria, apply any other criteria as set forth in this "Parent Procedures and Criteria for Obtaining an Independent Educational Evaluation", and if approved, negotiate a contract.

- B. Parent will be provided with a Release of Information form to sign, and then Parent's contact information, along with the student's current IEP and most recent assessment, will be forwarded to the examiner. Parent will be responsible for working directly with the examiner to schedule all required appointments. The Student's case carrier will schedule an IEP team meeting following completion of the IEE.

5. If iLEAD Agua Dulce declines to fund the IEE because it believes its assessment to be legally sufficient, the District is required to file for DPH. iLEAD Agua Dulce will file for DPH within a reasonable amount of time of the request for an IEE.

Criteria for Obtaining an IEE at Public Expense

Location Limitations for Evaluators

Evaluators must be located in the Los Angeles area. Evaluators located outside this area will only be approved on an exceptional basis when the parent can demonstrate that there is a unique need for a specialized evaluation and that there are no qualified evaluators within the specified area who can appropriately assess their child's educational needs. Parent must obtain prior written approval in order for iLEAD Agua Dulce to fund an IEE from an evaluator located outside the specified geographic area. All assessments are to be completed in-person unless otherwise agreed upon prior to establishing the service agreement.

Commented [MOU1]: Added verbiage due to impact of COVID-19.

Minimum Qualifications for Evaluators and Reasonable Rates:

All assessments must be conducted by persons competent to perform the assessment, as determined by the criteria set forth below. Evaluations must be conducted by an examiner who holds equivalent certifications, licensure or other qualifications issued by the appropriate agency or board within the State of California and that would be required of iLEAD Agua Dulce staff providing similar evaluations (34 CFR Section 300.502(e)). Assessments must be conducted in accordance with requirements of federal and state law, including, but not limited to, observing the Student in the appropriate setting per EC § 56329], and conducting evaluations in accordance with EC § 56320 and EC § 56327. Evaluators must agree to release their assessment information, protocols, and written report to the iLEAD Agua Dulce prior to receipt of payment for services. Reports must be provided in advance of the IEP meeting and at the same time as provided to Parents. Further, assessments must be completed by Independent Evaluators who are neither employed by the iLEAD Agua Dulce nor have a conflict of interest in completing the assessment for the student (e.g. do not currently provide service to the student, do not recommend their own service in the assessment, do not seek to gain service from the student through the assessment). The results of the IEE that satisfies the criteria established by this "Parent Procedures for Obtaining an Independent Educational Evaluation," as well as all relevant state and federal law, will be considered in regard to eligibility discussions, program decisions, and placement of the Student. However, iLEAD Agua Dulce has no obligation to adopt the evaluator's recommendations or conclusions. Evaluations will be funded to the extent they fall within the reasonable rate for an evaluation in the selected area.



iLEAD Agua Dulce has determined the minimum qualifications required to conduct IEEs (EC § 56322). Evaluators with credentials other than those listed will not be approved unless the Parent can demonstrate the appropriateness of using an evaluator meeting other qualifications. Evaluators charging more than the reasonable rate range for an evaluation will not be approved and evaluations costing more than the approved range will not be funded unless the Parent can demonstrate there is an exceptional need for the assessment falling outside the reasonable range. Parent must obtain prior written approval in order for iLEAD Agua Dulce to fund an IEE that does not satisfy iLEAD Agua Dulce's minimum qualifications for evaluators and/or iLEAD Agua Dulce's cost containment criteria. To demonstrate this need, please contact the assessment team at

studentsupport.assessments@ileadschools.org.

assessments.studentsupport@ileadschools.org.

Commented [MOU2]: Replace with updated email address.

Commented [MOU3]: Removed old email.

Type of Assessment	Qualifications	Reasonable Rate Range
<u>Assistive Technology</u>	Credentialed or Licensed Certified Assistive Technology Specialist	\$500-1300 \$5.00 – 1,400
<u>Auditory Processing</u>	Licensed or Certified Audiology Credentialed School Psychologist Licensed Educational or Clinical Psychologist	\$485-1000 \$485 – 1,100
<u>Behavioral/Functional Behavior</u>	Credentialed School Psychologist Licensed Educational or Clinical Psychologist Behavior Intervention Case Manager	\$1,000-3,000
<u>Motor</u> (Occupational Therapy or Physical Therapy)	Credentialed Adaptive Physical Education Specialist Licensed Occupational Therapist Licensed Physical Therapist	\$570-1500 \$1,500 – 2,500
<u>Psycho-Education</u> (Academic, Adaptive, Cognitive, Social Emotional, Behavior)	Credentialed School Psychologist Licensed Educational or Clinical Psychologist	\$2,500- 4,000 \$2,500 – 5,000
<u>Speech and Language</u>	Credentialed or Licensed Speech/Language Pathologist	\$600-1500 \$600 – 2,800

Commented [MOU4]: Updated range due to inflation related to COVID-19.

Commented [MOU5]: Updated range due to inflation related to COVID-19.

Commented [MOU6]: Updated range due to inflation related to COVID-19.

Commented [MOU7]: Updated range due to inflation related to COVID-19.

Commented [MOU8]: Updated range due to inflation related to COVID-19.



Vision	Credentialed Orientation and Mobility Instructor Credentialed teacher of the Visually Impaired Vision Specialist Ophthalmologist / Licensed Optometrist	\$200-1000 \$200 – 2,000
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Commented [MOU9]: Updated range due to inflation related to COVID-19.

Cost Limitations

As noted above, iLEAD Agua Dulce will pay a fee that is routine and reasonable for the IEE, similar to the fee for evaluations performed by qualified professionals in the Los Angeles geographic area. The cost of a publicly funded IEE should reflect comparable industry rates within the area of expertise. Included in the total cost of the evaluation are: classroom observation, record review, administration and scoring of tests, report writing, and attendance in person or by phone at one IEP team meeting for a reasonable length of time to review the assessment results. The reasonable rate range for IEEs, as described in the chart above, was developed using an ongoing process in which evaluators specializing in different disciplines from the Los Angeles county were contacted and an inquiry was made of each assessor regarding their fees for conducting evaluations and their opinions regarding what constitutes a reasonable fee for a particular assessment. These costs were compared, and outliers removed, to develop a maximum cost for each assessment. The data points are reflected as valid resources to consider when developing cost criteria. The cost criteria are not an average of the rates from assessors that were contacted. The cost criteria are reviewed and updated on an annual basis and iLEAD Agua Dulce maintains an updated list of approved assessors who satisfy iLEAD Agua Dulce's criteria for conducting IEEs, including cost criteria.

An assessment which costs more than the maximum amount established for that particular type of assessment in this policy will only be approved and paid for by iLEAD Agua Dulce if Parent can demonstrate factors that make the extraordinary costs necessary. A Parent may elect to use an assessor costing more than the approved amount without demonstrating these extraordinary factors, but Parent will be required to fund the remaining excess cost on his/her own. When insurance will cover all or part of the costs of the IEE, the iLEAD Agua Dulce will request that Parent voluntarily have their insurance pay those covered costs. However, Parent will not be asked to have insurance cover the IEE cost if it would result in any of the following:

1. A decrease in available lifetime coverage or any other benefit under an insurance policy;
2. An increase in premiums or the discontinuance of the policy; or
3. An out-of-pocket expense such as payment for a deductible amount.

Observation

If iLEAD Agua Dulce observed the Student in conducting the evaluation with which Parent disagrees, or if its assessment procedures allow in-class observations, the independent examiner, whether publicly or privately obtained, will be provided with an equivalent opportunity to observe the Student in the current educational setting and to observe iLEAD Agua Dulce's proposed setting, if any. To prevent unnecessary disruption in the classroom and to protect the privacy interests of other students, but provide an independent examiner an equivalent opportunity to observe the Student, observations are subject to reasonable restrictions outlined in the District Board Policy and Regulation. Reasonable restrictions include, but are not limited to, the following: (1) scheduling



the observation at least 48 hours in advance; (2) identifying reasonable time limitations; (3) identifying District personnel to accompany the independent evaluator during the observation; and (4) outlining reasonable restrictions on interacting with the Student and teacher during classroom instruction.

Conflict of Interest

To ensure the independence of the evaluation and any recommendations therein, the iLEAD Agua Dulce will not contract with an independent evaluator who is providing current ongoing services to the Student or who is seeking to provide future services to the Student. Likewise, if the independent evaluator recommends a particular service, the District, in its discretion, may not fund the service through the independent evaluator.



**iLEAD AGUA DULCE
EDUCATOR EFFECTIVENESS BLOCK GRANT 2021
EXPENDITURE PLAN**

LEA Name:	Contact Name:	Email Address:	Phone Number:
iLEAD Agua Dulce	Lisa Latimer	lisa.latimer@ileadaguadulce.org	(661) 268-6386

Total amount of Educator Effectiveness funds received by the LEA:	Date of Public Meeting prior to adoption:	Date of adoption at public meeting:
\$204,135.00	12/7/21	Pending

Describe how the LEA is coordinating Title II funds with the expenditure of Educator Effectiveness Block Grant funds to support teachers and administrators.

Through the funds provided by the Educator Effectiveness Block Grant, iLEAD Agua Dulce will be able to implement a more robust professional development plan to support the growth of all learners. The LEA plans to supplement Title II funds with the Educator Effectiveness Block Grant funds to provide additional teacher and administrator training in the areas of Coaching & Mentoring, Standard-Aligned Instruction, Accelerated Learning, Social Emotional Support, Positive School Climate, Individualized Education Plans, English Learner Programs, Professional Learning Networks, Ethnic Studies, and Early Childhood Education.

Describe how the LEA allowed school site and content staff to identify the topic or topics of professional learning.

The school staff reviewed ongoing, past, and present staff development needs and plans to develop what specific training may take place using the Educator Effectiveness Block Grant according to the allowable categories and school data.

Total Expenditure FY 2022-23	Total Expenditure FY 2023-24	Total Expenditure FY 2024-25	Total Expenditure FY 2025-26	Total Budgeted Educator Effectiveness Expenditures
\$51,033.75	\$51,033.75	\$51,033.75	\$51,033.75	\$204,135.00

Planned Activities

1	<u>Coaching & Mentoring:</u> Activities may include but are not limited to: Teacher induction to clear credentials, other coaching and mentoring work, iLEAD methods, etc.
2	<u>Standard-Aligned Instruction:</u> Activities may include but are not limited to: Language arts, math, PBL, science, social studies, CTE curriculum pathways, iLEAD methods, dual language immersion training, data protocols, etc.
3	<u>Accelerated Learning:</u> Activities may include but are not limited to: AP summer institutes, IB training and certification, etc.
4	<u>Social Emotional Support:</u> Activities may include but are not limited to: Trauma-informed training, Leader in Me, etc.
5	<u>Positive School Climate:</u> Activities may include but are not limited to: Equity training, MTSS, restorative practices, 7 Habits, play-based learning, etc.
6	<u>Individualized Education Plans:</u> Activities may include but are not limited to: Orton Gillingham training, special education training, etc.
7	<u>English Learner Programs:</u>

	Activities may include but are not limited to: EL training, etc.
8	<u>Professional Learning Networks:</u> Activities may include but are not limited to: Education conferences, required travel, and memberships such as A+, CCSA, CSDC, College Board, etc.
9	<u>Ethnic Studies:</u> Activities may include but are not limited to: Ethnic studies training, diversity, equity and inclusion training, etc.
10	<u>Early Childhood Education:</u> Activities may include but are not limited to: Early childhood education training and coursework, etc.

[EC 41480](#)

(a)(2) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021–22 fiscal year to the 2025–26 fiscal year, inclusive. School districts, county offices of education, charter schools, and state special schools **shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114–95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.**

(b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for **teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils**, with a focus on any of the following areas:

- (1) **Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one’s self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.**
- (2) **Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.**
- (3) **Practices and strategies that reengage pupils and lead to accelerated learning.**
- (4) **Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.**

- (5) Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.
- (6) Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.
- (7) Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.
- (8) New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).
- (9) Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.
- (10) Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.

(c) To ensure professional development meets educator and pupil needs, **local educational agencies are encouraged to allow schoolsite and content staff to identify the topic or topics of professional learning.** Professional learning provided pursuant to this section shall do both of the following:

(1) Be content focused, incorporate active learning, support collaboration, use models of effective practice, provide coaching and expert support, offer feedback and reflection, and be of sustained duration.

(2) As applicable, be aligned to the academic content standards adopted pursuant to Sections 51226, 60605, 60605.1, 60605.2, 60605.3, 60605.4, 60605.8, and 60605.11, and the model curriculum adopted pursuant to Section 51226.7, as those sections read on June 30, 2020, and former Section 60605.85, as that section read on June 30, 2014.

(d) As a condition of receiving funds apportioned pursuant to this section, a school district, county office of education, charter school, or state special school shall do both of the following:

(1) On or before December 30, 2021, develop and adopt a plan delineating the expenditure of funds apportioned pursuant to this section, including the professional development of teachers, administrators, paraprofessionals, and classified staff. The plan shall be presented in a public meeting of the governing board of the school district, county board of education, or governing body of the charter school, before its adoption in a subsequent public meeting.

(2) On or before September 30, 2026, report detailed expenditure information to the department, including, but not limited to, specific purchases made and the number of teachers, administrators, paraprofessional educators, or classified staff that received professional development. The department shall determine the format for this report.



iLEAD AGUA DULCE RECORDS RETENTION AND DISPOSAL POLICY

Board Approved:

I. Purpose

iLEAD Agua Dulce, a public charter school operated by a nonprofit corporation (collectively referred to as the “School”), maintains records both in electronic and paper form. The purpose of this Records Retention and Disposal Policy (“Policy”) is to ensure that necessary records of the School are maintained in accordance with applicable law, and to ensure that records no longer needed by the School or that are of no value are appropriately discarded at the proper time. This Policy should aid administrators, employees, volunteers, and board members (sometimes referred to herein as “you”) in understanding their obligations in maintaining and appropriately disposing the School’s records.

II. School Records

The School’s records include those produced by School’s administrators, employees, volunteers, and board members, both in electronic and paper form, when acting in the course and scope of their roles at the School. This Policy applies to all physical records generated in the course of the School’s operations, and also applies to electronic documents (including emails, text messages, instant messages) that are related to the School’s business. Electronically stored information is subject to the same retention schedule as paper documents. The retention period of electronically stored information depends on its content.

III. Record Retention

The School’s Records Retention Schedule (“RRS”), attached as **Appendix A**, lists numerous categories of records, with retention periods for each. Not all records need to be retained, and records should not be retained for longer than is necessary for the proper conduct and functioning of the School.

Federal and state laws require the School to maintain certain types of records for particular periods. Failure to maintain such records could subject the School to penalties and fines, obstruct justice, affect evidence, and/or seriously harm the School’s position in a tax or litigation matter. Thus, it is important you understand and comply with this Policy. If you are uncertain about any of the procedures set forth in this Policy (e.g., what records to retain or destroy, when to do so, and for how long), it is your responsibility to seek direction from the Administrator as identified below.

IV. How Records are Stored

Tangible Records

Tangible records are those which you must physically move to store, such as paper records (including records printed versions of electronically saved documents), photographs, and audio recordings. Active records that are retained as set forth in the RRS and need to be easily accessible may be stored at the School. Inactive tangible records that are retained as set forth in the RRS may be sent to an off-site storage facility.

Electronic Records

Electronic mail (“email”) that is required to be retained as set forth in the RRS should be either printed and stored as tangible records, or stored electronically. The School uses Google apps for Education (gmail) for email communications, which are then archived in Google Vault. Local files on desktops are to be stored supplied Google Drive unless IT has installed approved local backup.

V. Destruction/Deletion of Records

Tangible Records

Tangible records that are not required to be retained as set forth in the RRS should be destroyed by shredding or some other means that will render them unreadable. If you have a record that you do not know how to destroy, such as a photograph, compact disk, or tape recording, ask the advice of the Administrator.

Electronic Records

Email records that you “delete” may remain in the School’s system. Thus, the School’s information technology (“IT”) staff or vendor may permanently remove deleted emails from the computer system that are not required to be retained as set forth in the RRS. Keep in mind, where duplicate records are involved, both/all copies should be destroyed/deleted where proper. In certain cases, a document may be maintained in both paper and electronic form. In such cases, the electronic document may be the official document and the paper version may be destroyed if permitted under the law.

VI. Suspension of Record Disposal in the Event of Litigation or Audit

In the event the School is served with a document subpoena, or an employee becomes aware of a governmental investigation or audit concerning the School or any of its funding sources, or of the commencement of any litigation against or concerning the School, such employee shall inform the Administrator and any further disposal of documents shall be suspended until such time as the Administrator, with the advice of counsel, determines otherwise. The Administrator shall take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.

VII. Administration and Oversight

The School Director (the “Administrator”) and/or his or her designee is responsible for administering and implementing this Policy, including the implementation of processes to ensure the RRS is followed.

The Administrator is also authorized to, among other things: (i) make modifications to the RRS from time to time to ensure that it complies with local, state, and federal laws; (ii) monitor local, state, and federal laws affecting records retention; (iii) annually review the records retention and disposal program; and (iv) monitor compliance with this Policy. All questions relating to document retention and/or destruction should be directed to the Administrator.

To ensure compliance with this Policy, the Administrator is responsible for the following oversight functions:

- Overseeing the implementation of this Policy.
- Ensuring that appropriate School administrators, employees, volunteers, and board members are properly informed of, understand, and can follow this Policy and the RRS.
- Ensuring the School has systems in place for proper storage of documents. This includes working with the School’s IT staff to ensure that the School maintains a secure document

management system that provides for the storage, retrieval, archiving, and destruction of the School's documents, including electronically stored information such as emails. The document management system shall be designed to comply with state and federal laws regarding security of records, records retention and destruction, and response to "litigation hold" discovery requests.

- Providing oversight of actual retention and destruction/disposal of documents, as needed.
- Suspending destruction of documents upon actual or foreseeable litigation.
- Keeping appropriate administrators, employees, volunteers, and board members apprised of changes to this Policy or the RRS.

APPENDIX A
RECORDS RETENTION SCHEDULE

The Records Retention Schedule is organized as follows:

SECTION TOPIC

- A. Accounting and Finance
- B. Compliance Reports
- C. Contracts
- D. Corporate Records and Charter
- E. Correspondence and Internal Memoranda
- F. Electronic Documents
- G. Grant Records
- H. Insurance Records
- I. Legal Files and Papers
- J. Payroll Documents
- K. Pension Documents
- L. Personnel Records
- M. Property Records
- N. Tax Records
- O. Contribution Records
- P. Programs & Services Records
- Q. Fiscal Sponsor Project Records
- R. Other

A. ACCOUNTING AND FINANCE

Record Type	Retention Period
Accounts Payable ledgers and schedules	7 years
Accounts Receivable ledgers and schedules	7 years
Annual Audit Reports and Annual Financial Statements	Permanent
Annual Audit Records, including work papers and other documents that relate to the audit	7 years after completion of audit
Bank Statements and Records (deposit slips, canceled checks, electronic fund transfers)	7 years
Credit card records (documents showing individual's credit card number)	7 years

Record Type	Retention Period
Employee Expense Reports	7 years
General Ledgers	Permanent
Interim Financial Statements	7 years
Investment Records	7 years after sale of investment
Invoices	7 years
Notes Receivable Ledgers and Schedules	7 years
Purchase Orders	7 years
Receipts	7 years

B. COMPLIANCE REPORTS

Record Type	Retention Period
CALPADS	Permanent (maintain copies of revised versions with original)
CBEDS	Permanent (maintain copies of revised versions with original)
Civil Rights Data Collection (CRDC) Survey	2 years
ConApps	Permanent (maintain copies of revised versions with original)
LCAP	Permanent (maintain copies of revised versions with original)
LEA Plans	Permanent (maintain copies of revised versions with original)
National School Lunch Program, National School Breakfast Program, Child and Adult Care Food Program Contracts and Supporting Documents (Pricing and Revenue Records)	Current plus 3 years

Record Type	Retention Period
Technology Plans (Internal)	Current
E-Rate Application Documentation	10 Years (maintain copies of revised versions with original)
Title I Plans	Permanent (maintain copies of revised versions with original)

C. CONTRACTS

Record Type	Retention Period
Contracts and Key Related Correspondence (including any proposal that resulted in the contract and all other supportive documentation)	7 years after expiration or termination of the contract
Records received from a third party when performing under and related to a contract for goods or services	Records should be returned to the third party upon expiration or termination of the contract; unless prohibited by the contract or law, copies should be retained for 7 years after expiration or termination of the contract

D. CORPORATE RECORDS AND CHARTER

Record Type	Retention Period
Corporate Records (e.g. agendas, agenda packets, signed minutes, corporate seals, articles of incorporation, bylaws, annual corporate reports)	Permanent
Charters	Permanent
Fixed asset records	Permanent
Licenses and Permits	Permanent (if project specific, then for project duration)

E. CORRESPONDENCE AND INTERNAL MEMORANDA

General Principle: Key correspondence and internal memoranda should be retained for the same period as the document they pertain to or support. For instance, a letter pertaining to a particular contract would be retained as long as the contract (7 years after expiration). It is recommended that records that support a particular project be kept with the project and take on the retention time of that particular project file.

Correspondence or memoranda that do not pertain to documents having a prescribed retention period, or draft correspondence or memoranda, should generally be discarded sooner. These may be divided into two general categories:

1. Those pertaining to routine matters and having no significant, lasting consequences should be discarded at any time and at least *within two years*. Some examples include:
 - Routine letters and notes that require no acknowledgment or follow-up, such as notes of appreciation, congratulations, letters of transmittal, and plans for meetings.
 - Form letters that require no follow-up.
 - Letters of general inquiry and replies that complete a cycle of correspondence.
 - Letters or complaints requesting specific action that have no further value after changes are made or action taken (such as name or address change).
 - Other letters of inconsequential subject matter or that definitely close correspondence to which no further reference will be necessary.
 - Chronological correspondence files.

Please note that copies of interoffice correspondence and documents where a copy will be in the originating department file should be read and destroyed, unless that information provides reference to or direction to other documents and must be kept for project traceability.

2. Those pertaining to non-routine matters or having significant lasting consequences should generally be retained permanently.

F. ELECTRONIC DOCUMENTS

1. **Electronic Mail:** Not all email needs to be retained, depending on the subject matter. If the content of an email requires it to be retained under any sections of this Policy, you are responsible for printing and storing the email as a tangible record, or storing the email electronically.
 - All email—from internal or external sources—may be deleted immediately by email users unless the content of the email requires it to be retained under any sections of this Policy. The length of time that an email should be retained should be based upon the content of the email and the category under the various sections of this Policy.
 - The School may archive email in Google Vault for purposes of data retention and eDiscovery purposes for up to one fiscal year beginning July 1 and ending June 30 of the year after the email was created. All emails not saved by the user and older than one fiscal school year after the year the email was created

may be deleted from the School email system, servers, backup servers, and any other electronic storage system as early as the first day of the subsequent fiscal year. The subsequent fiscal year is defined as beginning on July 1.

- Staff will strive to keep all of their email communication related to School issues.
- You will not store or transfer the School-related email on non-work-related computers except as necessary or appropriate for the School purposes.
- You will take care not to send confidential/proprietary information of the School to outside sources.

2. **Electronic Documents**, including Microsoft Office Suite and PDF files. Retention also depends on the subject matter.

- PDF documents – The length of time that a PDF file should be retained should be based upon the content of the file and the category under the various sections of this Policy.
- Text/formatted files – You will conduct annual reviews of all text/formatted files (e.g., Microsoft Word documents) and will delete all those you consider unnecessary or outdated.

3. **Web Page Files: Internet Cookies**

- All workstations: It is recommended that Internet browsers should be scheduled to delete Internet cookies once per month.

The School does not automatically delete electronic files beyond the dates specified in this Policy, but may do so at its discretion otherwise in accordance with this Policy. It is your responsibility to adhere to the guidelines specified in this Policy.

G. GRANT RECORDS

All records related to special grants or other funding sources will follow the specific retention requirements as stated in the grant or funding source requirements.

Record Type	Retention Period
Original grant proposal	7 years after completion of grant period
Grant agreement and subsequent modifications, if applicable	7 years after completion of grant period
All requested IRS/grantee correspondence including determination letters and “no change” in exempt status letters	7 years after completion of grant period
Final grantee reports, both financial and narrative	7 years after completion of grant period

Record Type	Retention Period
All evidence of returned grant funds	7 years after completion of grant period
All pertinent formal correspondence including opinion letters of counsel	7 years after completion of grant period
Report assessment forms	7 years after completion of grant period
Documentation relating to grantee evidence of invoices and matching or challenge grants that would support grantee compliance with the grant agreement	7 years after completion of grant period
Pre-grant inquiry forms and other documentation for expenditure responsibility grants	7 years after completion of grant period
Grantee work product produced with grant funds	7 years after completion of grant period

H. INSURANCE RECORDS

Record Type	Retention Period
Annual Loss Summaries	10 years
Audits and Adjustments	3 years after final adjustment
Certificates Issued to the School	Permanent
Claims Files (including correspondence, medical records, injury documentation, etc.)	Permanent
Group Insurance Plans – Active Employees	Until Plan is amended or terminated
Group Insurance Plans – Retirees	Permanent or until 6 years after death of last eligible participant
Inspections	3 years
Insurance Policies (including expired policies)	Permanent
Journal Entry Support Data	7 years
Loss Runs	10 years
Releases and Settlements	25 years

I. LEGAL FILES AND PAPERS

Record Type	Retention Period
Legal Memoranda and Opinions (including all subject matter files)	7 years after close of matter
Litigation Files	1 year after expiration of appeals or time for filing appeals
Court Orders	Permanent
Requests for Departure from Record Retention Schedule	10 years

J. PAYROLL DOCUMENTS

Record Type	Retention Period
Employee Deduction Authorizations	4 years after termination
Payroll Deductions	Termination + 7 years
W-2 and W-4 Forms	Termination + 7 years
Garnishments, Assignments, Attachments	Termination + 7 years
Labor Distribution Cost Records	7 years
Payroll Registers (gross and net)	7 years
Time Cards/Sheets	4 years
Unclaimed Wage Records	6 years

K. PENSION DOCUMENTS

General Principle: Pension documents and supporting employee data shall be kept in such a manner that can establish at all times whether or not any pension is payable to any person and if so the amount of such pension.

Record Type	Retention Period
Retirement and Pension Records	Permanent

L. PERSONNEL RECORDS

Record Type	Retention Period
Commissions/Bonuses/Incentives/Awards	7 years

Record Type	Retention Period
Employer Information Reports	2 years after date of record or action (whichever is later)
Employee Earnings Records	Separation + 7 years
Employee Handbooks	Permanent
Employee Medical Records	Separation + 6 years
Employee Personnel Records (including individual attendance records, application forms, job or status change records, performance evaluations, termination papers, withholding information, garnishments, test results, training and qualification records)	6 years after separation
Employment Contracts – Individual	7 years after separation
Employment Records – Correspondence with Employment Agencies and Advertisements for Job Openings	3 years from date of hiring decision
Employment Records – All Non-Hired Applicants (including all applications and resumes whether solicited or unsolicited, results of post-offer, pre-employment physicals, results of background investigations, if any, related correspondence)	2-4 years (4 years if file contains any correspondence which might be construed as an offer)
Job Descriptions	Current + 3 years
Forms I-9	3 years after hiring, or 1 year after separation if later

M. PROPERTY RECORDS

Record Type	Retention Period
Correspondence, Property Deeds, Assessments, Licenses, Rights of Way	Permanent
Original Purchase/Sale/Lease Agreement	Permanent
Property Insurance Policies	Permanent

N. TAX RECORDS

General Principle: The School must keep books of account or records as are sufficient to establish amount of gross income, deductions, credits, or other matters required to be shown in any tax return.

These documents and records shall be kept for as long as the contents thereof may become material in the administration of federal, state, and local income, franchise, sales, and property tax laws.

Record Type	Retention Period
Tax-Exemption Documents and Related Correspondence	Permanent
Rulings and Determination Letters	Permanent
Excise Tax Records	7 years
Payroll Tax Records	7 years
Tax Bills, Receipts, Statements	7 years
Tax Returns – Income, Franchise, Property	Permanent
Sales/Use Tax Records	7 years
Annual Information Returns – Federal and State	Permanent
IRS or other Government Audit Records	Permanent

O. CONTRIBUTION RECORDS

Record Type	Retention Period
Records of Contributions	7 years
Documents evidencing terms of donations	7 years

P. PROGRAMS AND SERVICES RECORDS

Record Type	Retention Period
Records relating to programs run by the School	7 years from completion of program
Research & Publications	Permanent

Q. FISCAL SPONSOR PROJECT RECORDS

Record Type	Retention Period
Sponsorship agreements	Permanent

R. OTHER

Record Type	Retention Period
Attendance Records (absentee notes for learners and staff; attendance reports for learners and staff; and attendance cards for learners)	Retain in employee personnel or learner file (as applicable)
Consultant's Reports	2 years
Family Income Documents	Retain for same period as the document they pertain to or support
Field Trip Permission Forms	2 years (or maintain in applicable personnel or learner file)
Incidents and Investigations (including incident reports, witness interviews, and investigation notes)	3 years (or until resolution of claim if one is filed)
Material of Historical Value	Permanent
Photo Release Forms	2 years (or maintain in applicable personnel or learner file)
Policies and Procedures Manuals	Current version with relevant revision history



iLEAD AGUA DULCE LEARNER RECORDS MAINTENANCE, RETENTION, AND DESTRUCTION

Board Approved:

I. Purpose

The purpose of this Learner Records Maintenance, Retention, and Destruction Policy (“Policy”) is meant to provide iLEAD Agua Dulce (the “School”) details for maintaining learner records and provide appropriate guidelines for the maintaining, accessing, and disposing of learner records.

II. Terms and Definitions

“Learner record” means any item of information (in handwriting, print, tape, film, computer, or other medium) directly related to an identifiable learner and maintained or required to be maintained by the School or any employee in the performance of his/her duties. Learner records are divided into the following three categories: (1) mandatory permanent learner records; (2) mandatory interim learner records; and (3) permitted learner records. Learner records do not include:

- Directory information.
- Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute.
- Records of any law enforcement unit of the School, subject to the provisions of Title 34 of the Code of Federal Regulations section 99.8.
- Records created or received by the School after an individual is no longer a pupil in attendance and that are not directly related to the individual’s attendance as a pupil.
- Grades on peer-graded papers before they are collected and recorded by the teacher.
- Test protocols, test instruments, and interpretative materials that do not contain the pupil’s name or other personally identifiable information (defined below).

“Mandatory permanent learner record” is a record that the School is required to maintain in perpetuity and which the School has been directed to compile by state law, regulation, or administrative directive. Such records shall include the following:

1. Legal name of pupil.
2. Date of birth.
3. Method of verification of birth date.
4. Sex of pupil.
5. Place of birth.
6. Name and address of parent of minor pupil.
 - a. Address of minor pupil if different than the above.
 - b. An annual verification of the name and address of the parent and the residence of the pupil.

7. Entering and leaving date of each school year and for any summer session or other extra session.
8. Subjects taken during each year, half-year, summer session, or quarter.
9. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
10. Verification of or exemption from required immunizations.
11. Date of high school graduation or equivalent.
12. All records pertaining to any accident or injury involving a minor for which a claim for damages has been filed as required by law, including any policy of liability insurance relating thereto, except that these records cease to be Class – Permanent records one year after the claim has been settled or the statute of limitations has run.

“Mandatory interim learner record” is a record that the School is required to compile and maintain for a period of three (3) years after the learner leaves the School or the usefulness ceases. Such records include:

1. All agreements, including Independent Study Master Agreements and Addendums.
2. Learner assignment and work records.
3. Representative samples of completed learner work with the supervising teacher’s evaluation.
4. Teacher record of apportionment/attendance credits, grades, and other evaluations of independent study assignments.
5. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible pupil, or a dependent adult pupil, or an adult pupil, or the custodian of records.
6. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver.
7. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge.
8. Language training records.
9. Progress slips and/or notices.
10. Parental restrictions regarding access to directory information or related stipulations.
11. Parent or adult pupil rejoinders to challenged records and to disciplinary action.
12. Parental authorizations or prohibitions of pupil participation in specific programs.
13. Results of standardized tests administered within the preceding three years.

“Permitted learner record” is a record that has clear importance only to the current educational program and maintained for appropriate educational purpose. It must be kept for six (6) months after its usefulness ceases. Such records may include:

1. Objective counselor and/or teacher ratings.
2. Standardized test results older than three years.
3. Routine discipline data.
4. Verified reports of relevant behavioral patterns.
5. All disciplinary notices.

6. Attendance records not covered in the Administrative Code Section 400.

“Personally identifiable information” includes, but is not limited to:

1. The student’s name.
2. The name of the student’s parent/guardian or other family members.
3. The address of the learner or student’s family.
4. A personal identifier, such as the student's social security number, learner number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name.
6. Other information that, alone or in combination, is linked or linkable to a specific learner that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the learner with reasonable certainty.
7. Information requested by a person who the School reasonably believes knows the identity of the learner to whom the learner record relates.

“Parent” means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. If the parents are divorced or legally separated, only a parent with legal custody of the pupil may challenge the content of the record, offer a written response to a record, or consent to release records to others. Either parent may grant consent if both parents have notified, in writing, the School that an agreement has been made. If a learner has attained the age of 18 years or is attending an institution of postsecondary education, the permission or consent required of, and the rights accorded to, the parents or guardian of the learner shall thereafter only be required of, and accorded to, the learner, unless the learner transfers his or her educational rights.

III. Maintenance, Retention, and Destruction of Learner Records

Learner records shall be maintained in a central file at the School attended by the learner or, when records are maintained at different locations, a notation shall be placed in the central file indicating where other records may be found.

A School shall not collect or solicit social security numbers or the last four digits of social security numbers from pupils or their parents or guardians unless otherwise required to do so by state or federal law.

The School Director or designee is the designated Custodian of Records. The Custodian of Records and/or his or her designee shall be responsible for overseeing the implementation of this Policy and processing any requests for access to, or transfer of, learner records. The Custodian of Records is responsible for the security of learner records maintained by the School and for devising procedures for assuring that access to such records is limited to authorized persons.

Learner records shall be maintained consistent with the classification of the record as either mandatory permanent learner record, mandatory interim learner record, or permitted learner record. The retention period for the records shall be as follows:

- Mandatory permanent learner records: Must be maintained for an indefinite period of time.
- Mandatory interim learner records: Unless forwarded to another school, must be maintained for a period of three (3) school years after the learner leaves the School or the usefulness of the record ceases. The mandatory interim learner record may be destroyed thereafter.
- Permitted learner records: May be destroyed when their usefulness ceases. They may be destroyed six (6) months after the learner completes or withdraws from the educational program and their usefulness ceases/

Learner records may be destroyed by shredding the records or by other means to assure complete destruction and to prevent any reconstruction of the records and disclosure of any personally identifiable information.

IV. Access to Learner Records

In accordance with state and federal laws, absolute access to any learner record shall be granted to:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent.
2. An adult learner, or a learner under the age of 18 years who attends a postsecondary institution, in which case the learner alone shall exercise rights related to the student's records and grant consent for the release of records.
3. Parents/guardians of an adult learner with disabilities who is age 18 years or older and has been declared incompetent under state law.

In addition, as permitted by law, certain individuals or agencies may have access to particular records that are relevant to their legitimate educational interest or other legally authorized purpose.

Requesting Learner Records

To inspect, review, or obtain copies of learner records, authorized persons shall submit a request to the Custodian of Records. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved. Within five business days following the date of request, the authorized person shall be granted access to inspect, review, and obtain copies of learner records during regular school hours.

When required by law, a student's parent/guardian or an adult learner shall provide written, signed, and dated consent before the School discloses the learner record. If the parent/guardian or adult learner refuses to provide written consent for the release of learner information, the

School shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

Access Logs

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate educational interest of the requester. In every instance of inspection by persons who do not have assigned educational responsibility, the Custodian of Records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. The log shall be open to inspection only by the parent/guardian, adult learner, dependent adult learner, custodian of records, and certain state or federal officials specified in Education Code 49064.

Duplication of Learner Records

To provide copies of any learner record, the School may charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former learner. No charge shall be made to locate or retrieve any learner record.

V. Changes to Learner Records

Only a parent/guardian having legal custody of a learner or an adult learner may challenge the content of a record or offer a written response to a record. No additions or change shall be made to a student's record after high school graduation or permanent departure, other than routine updating, unless required by law or with prior consent of the parent/guardian or adult learner.

When a former learner submits a state-issued driver's license, birth certificate, passport, social security card, court order, or other government-issued documentation demonstrating that the former student's legal name and/or gender has changed, the School shall update the former student's records to reflect the updated legal name and/or gender. Upon request by the former learner, the School shall reissue any documents conferred upon the former learner, including, but not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents. The School is not required to modify records that the former learner has not requested for modification or reissuance.

The documentation provided by a former pupil demonstrating legal name or gender change may include, but need not be limited to, any of the following:

1. State-issued driver's license.
2. Birth certificate.
3. Passport.
4. Social security card.
5. Court order indicating a name change or a gender change, or both.

If the former student's name or gender is changed and the requested records are reissued, a new document shall be added to the former student's file that includes all of the following information:

1. The date of the request
2. The date the requested records were reissued to the former learner
3. A list of the records that were requested by and reissued to the former learner
4. The type of documentation, if any, provided by the former learner to demonstrate a legal change to the student's name and/or gender
5. The name of the employee who completed the request
6. The current and former names and/or genders of the learner

Any former learner who submits a request to change the legal name or gender on the student's records but is unable to provide any government-issued documentation demonstrating the legal name or gender change, may request a name or gender change through the process described in Education Code 49070.



Title IX Policy for Sexual Harassment

Board Approved:

iLEAD Agua Dulce (“School”) is committed to maintaining a safe and respectful school environment that is free from discrimination and harassment. Title IX of the Education Amendment Act of 1972 (“Title IX”) prohibits discrimination on the basis of sex, including sexual harassment, in the School’s education programs and activities.

This Title IX Policy for Sexual Harassment (“Policy”) details the School’s commitment to maintain a learning environment that is free from sexual harassment and provides a grievance process for allegations of sexual harassment as defined under Title IX. Any individual can report sexual harassment at School to School staff (e.g., School Director, facilitator, etc.), and the School will take appropriate action in accordance with this Policy.

Sexual harassment is a form of gender discrimination in that it constitutes differential treatment on the basis of gender, gender identity or expression, or sexual orientation, and, for that reason, is a violation of state and federal laws and a violation of this Policy. The School considers sexual harassment to be a major offense which can result in the suspension or expulsion of learners and termination of employees.

Definition of Sexual Harassment Under California Law

California Education Code section 212.5 defines sexual harassment as any unwelcome sexual advances, requests for sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature made by someone from or in the work or educational setting, under the following conditions:

- Submission to the conduct is explicitly or implicitly made a term or a condition of an individual’s employment, academic status, or progress.
- Submission to, or rejection of the conduct by the individual is used as the basis of employment or academic decisions affecting the individual.
- The conduct has the purpose or effect of having a negative impact upon the individual’s work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment.
- Submission to, or rejection of, the conduct by the individual is used as the basis for any decisions affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

Sexual harassment may include, but is not limited to:

- Unwelcome verbal conduct such as suggestive, derogatory comments, sexual innuendoes, slurs, or unwanted sexual advances, invitations, or comments; pestering for dates; making threats; or spreading rumors about or rating others as to sexual activity or performance.
- Unwelcome visual conduct such as displays of sexually suggestive objects, pictures, posters, written material, cartoons, or drawings; graffiti of a sexual nature; or use of obscene gestures.
- Unwelcome physical conduct such as unwanted touching, pinching, kissing, patting, hugging, blocking of normal movement, assault; or interference with work or study directed at an individual because of the individual's sex, sexual orientation, or gender.
- Threats and demands or pressure to submit to sexual requests in order to keep a job or academic standing or to avoid other loss, and offers of benefits in return for sexual favors.

Under Education Code section 230, harassment and other discrimination on the basis of sex include, but are not limited to, the following: exclusion of a person or persons from participation in, denial of the benefits of, or subjection to harassment or other discrimination in, any academic, extracurricular, research, occupational training, or other program or activity; and exclusion from participation in, or denial of equivalent opportunity in, athletic programs. The full definition of discrimination and harassment based on sex from Education Code section 230 can be found here: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC§ionNum=230.

The definition of sexual harassment under California law and the definition of Sexual Harassment under Title IX overlap in some areas. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying based on gender, sex, gender identity or expression, or sexual orientation are eligible to be investigated pursuant to the School's Uniform Complaint Procedures. However, if any complaints alleging sexual harassment constitute Sexual Harassment as defined under Title IX (see below), the complaints shall be investigated under the Title IX Grievance Procedures for Sexual Harassment. The School prohibits retaliatory behavior against anyone who files a sexual harassment complaint or any participant in the complaint investigation process.

Sex Equity in Education Act Statement

Learners have all the rights set forth in Education Code section 221.8 (as applicable to School's programs). This includes the right to fair and equitable treatment, the right to a school environment without discrimination on the basis of sex, and right to be provided with an equitable opportunity to participate in all academic extracurricular activities. The description of all rights set forth in Education Code section 221.8 can be found here: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC§ionNum=221.8.

For more information about Gender Equity/Title IX, please visit the following CDE website: <https://www.cde.ca.gov/re/di/eo/genequitytitleix.asp>.

Title IX Grievance Procedures for Sexual Harassment

I. Scope and Jurisdiction

This Policy's Title IX grievance procedures apply only to conduct that falls within the definition of "Sexual Harassment" under Title IX. School employees or learners may submit formal complaints of Sexual Harassment for investigation under this Policy. Sexual Harassment under Title IX means conduct on the basis of sex that falls within one or more of the following categories:

1. A School employee conditioning the provision of a school aid, benefit, or service on an individual's participation in unwelcomed sexual conduct.
2. Unwelcomed conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School's education program or activity.
3. Sexual assault, dating violence, domestic violence, or stalking (as those terms are defined in 34 CFR section 106.30(a)(3)).

II. Title IX Personnel

The School has designated the following individuals as its Title IX Coordinators to coordinate the investigation and resolution of Sexual Harassment formal complaints as outlined in this Policy.

Title:	iLEAD Agua Dulce School Director/Title IX Coordinator
Address:	11311 Frascati St, Agua Dulce, CA 91390
Phone:	(661) 268-6386
Email:	info@ileadaguadulce.org

The Title IX Coordinators may designate other individual(s) to fulfill all or part of their duties. In addition to the Title IX Coordinators, the following Title IX Personnel are involved in the grievance process to address formal complaints:

- **Investigator:** The individual responsible for gathering all evidence related to the formal complaint. This individual will create an "Investigation Report" which will summarize the relevant evidence.

- **Decision-Maker:** The individual responsible for evaluating evidence in order to make a determination regarding the formal complaint. The Decision-Maker submits a written determination of findings to the parties. The Decision-Maker cannot be the Title IX Coordinator, the Investigator, or any individual involved in the investigation of the formal complaint.
- **Title IX Appeals Officer:** If applicable, this individual is responsible for evaluating an appeal of the final determination. The Title IX Appeals Officer cannot be the Title IX Coordinator, Investigator, Decision-Maker, or any individual involved in the investigation of the formal complaint.

All Title IX Personnel (i.e., the Title IX Coordinators, Investigator, Decision-Maker, Appeals Officer, and any person who facilitates an informal resolution process) will receive training in accordance with Title IX requirements. The Title IX Coordinator must ensure individuals responsible for investigating a formal complaint are neutral.

III. Reporting Allegations of Sexual Harassment

Any individual (e.g., a learner or employee who is alleged to be a victim of Sexual Harassment or a parent/guardian of a learner who is alleged to be a victim of Sexual Harassment), may report Sexual Harassment directly to the School's Title IX Coordinators, or to any other available School employee who shall immediately inform a Title IX Coordinator. Reports of Sexual Harassment can be made in-person, by mail, by telephone, by electronic mail, or by any other means that result in the Title IX Coordinator receiving the person's verbal or written report.

IV. The School's Initial Response to a Report of Sexual Harassment

Upon receipt of any report of Sexual Harassment, the Title IX Coordinator or designee will take the following steps. These steps are offered regardless of whether the complainant submits a formal written complaint:

1. **Contact Complainant and Determine Need for Supportive Measures:** The Title IX Coordinator will contact the complainant and respondent¹ to discuss the availability of supportive measures to stop the harassment, protect learners, and ensure access to the educational program. If a formal complaint was not filed, the Title IX Coordinator shall explain to complainant the right to file a formal complaint and the process for filing a formal complaint. A formal complaint is one that contains the complainant's physical or digital signature, and it may be filed at any time with the Title IX Coordinator in person, by mail, or by email. A complainant may use the attached Title IX form to submit a formal complaint to the Title IX Coordinator.
 - a. Supportive measures are nondisciplinary and nonpunitive and shall be available at any point during the Title IX investigation. Supportive measures may include, but

¹ The "complainant" is the individual who is alleged to be the victim of conduct that could constitute Sexual Harassment. The "respondent" refers to the individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment. If a parent or guardian has a legal right to act on behalf of a complainant or respondent, this right applies throughout all aspects of the Title IX matter, including the grievance process.

are not limited to: wellness check-ins, counseling services, extension of deadlines or course-related adjustments, modifications of work or class schedules, changes in work locations, or leaves of absences. The Title IX Coordinator is responsible for implementing the supportive measures.

2. Determine Need for Emergency Removal: The Title IX Coordinator will review the facts to determine whether the respondent (either learner or staff) may need to be removed from an educational program or activity to prevent any further sexual harassment and/or maintain the safety of learners and staff.
 - a. The School may determine that removal from the educational program is justified due to an immediate threat to the physical health or safety of any learner or other individual arising from the allegations. The School will conduct an individualized safety and risk analysis before the removal. The School shall provide the respondent with notice and an opportunity to challenge the decision immediately following the removal.
 - b. If the respondent is a learner, the School is subject to applicable laws and School policies regarding involuntary removals, suspensions, and expulsions.
 - c. If the respondent is an employee, the employee may be placed on administrative leave during the formal complaint investigation.
3. Consider Use of Informal Resolution Process: At any time after an informal or formal complaint has been filed, but before reaching a determination regarding the allegation, the School may offer an informal resolution process (such as a mediation) to the complainant and respondent. However, the informal resolution process is not available where the complainant alleges that an employee sexually harassed a learner.

V. Initial Review of Formal Complaint:

If a formal complaint is filed, the Title IX Coordinator will review the complaint to determine whether it raises allegations that fall within the definition of Sexual Harassment under Title IX as described above. The School may consolidate multiple formal complaints where the allegations of Sexual Harassment arise out of the same facts or circumstances.

If it does, the Title IX Coordinator will follow this Policy's grievance procedures for formal complaints. If it does not, the Title IX Coordinator will determine whether the complaint should be dismissed (as explained below) and/or investigated pursuant to another applicable School policy (e.g., Uniform Complaint Procedures).

VI. Mandatory or Permissive Dismissal of Formal Complaint:

Under certain circumstances, a complaint must or should be dismissed by the Title IX Coordinator. The Title IX Coordinator will endeavor to make this determination no more than **ten (10) calendar days** from the date they receive the formal complaint.

1. **Mandatory Dismissal:** The Title IX Coordinator must dismiss the formal complaint if they determine any of the following:
 - a. The alleged conduct would not constitute Sexual Harassment as defined under Title IX even if proved;
 - b. The alleged conduct did not occur in the School's education program or activity; or
 - c. The Alleged conduct did not occur against an individual in the United States.
2. **Permissive Dismissal:** The Title IX Coordinator may dismiss a formal complaint if they determine any of the following:
 - a. The complainant has notified the School, in writing, that they would like to withdraw the complaint or any allegations in the complaint;
 - b. The respondent is no longer enrolled in, or employed by, the School; or
 - c. Specific circumstances prevent the School from gathering evidence to reach a determination with regard to the complaint.

Written Notice of Dismissal: If the Title IX Coordinator dismisses the complaint, they must send written notice of the dismissal simultaneously to both parties (complainant and respondent) as follows:

- The written notice should state the reason(s) for the dismissal and inform the parties of their right to appeal in accordance with the procedures described in the "Appeals" section below.
- If the Title IX Coordinator determines another School grievance procedure (e.g., Uniform Complaint Procedures) is the appropriate grievance procedure for the complainant's allegation(s), the written notice shall inform the parties (complainant and respondent) of the School's intent to investigate the complaint through that grievance procedure.

VII. Title IX Grievance Procedures

If the Title IX Coordinator does not dismiss the formal complaint, the School will initiate the following Title IX Grievance Procedures and issue a Written Decision. The School will endeavor to complete its investigation and issue a Written Decision within **sixty (60) calendar days of receipt of the formal complaint.**

1. Send Written Notice of Formal Complaint

The Title IX Coordinator must provide the parties (complainant and respondent) with a Notice of Formal Complaint. The Title IX Coordinator will endeavor to provide this Notice within **ten (10) calendar days of receipt of the formal complaint.** The notice shall include: (1) a copy of

this Policy; (2) a description of the allegations potentially constituting Sexual Harassment with sufficient details known at the time; (3) a statement that the respondent is presumed not responsible for conduct and that a determination regarding responsibility is made at the conclusion of the grievance process; (4) a statement informing the parties of the opportunity to have an advisor of their choice throughout the grievance process and the ability to inspect and review evidence; and (5) a statement informing the parties that they must not knowingly make false statements or submit false information.

2. Investigator Conducts Investigation

The Investigator will gather and review evidence related to the allegations. This can include, but is not limited to, interviewing parties or witnesses, as well as reviewing relevant evidence. The Investigator will not require, request, or rely upon any information protected under a legally recognized privilege, unless the person holding such privilege has waived it.

Written notice of all investigative interviews or other meetings must be provided to any individual whose participation is invited or expected to be provided with sufficient time for the individual to prepare to participate. Notice must include the date, time, location, participants, and purpose of the meeting. Attendees of such meetings will have the right to be accompanied by an advisor of their choice.

3. Investigator Provides Parties Equal Opportunity to Review Gathered Evidence

The Investigator will provide both the complainant and respondent with an equal opportunity to review the evidence that is directly related to the allegations raised in the formal complaint. The parties will have a period of at least **10 calendar days** before the Investigative Report is provided to the parties to review the evidence, ask the Investigator additional questions, and provide or suggest additional evidence to be considered by the Investigator.

4. Investigator Prepares and Shares Investigative Report

The Investigator will prepare an Investigative Report summarizing the relevant evidence. The Investigative Report is not the School's final Written Decision. The Investigator will send the Investigative Report to the parties and their advisors, if any, for their review and written response at least **10 calendar days** before issuance of the Written Decision. The School will inform the parties in writing that they may submit to the Decision-Maker written, relevant questions that the parties want asked of any party or witness. The Decision-Maker is responsible for providing the responses (if any) to these questions to both parties.

5. Decision-Maker Issues Written Decision

The Decision-Maker will endeavor to issue the Written Decision within **sixty (60) calendar days from the receipt of the formal complaint**. The Decision-Maker will issue a Written Decision to both parties simultaneously. The Decision-Maker uses the "preponderance of evidence" standard (i.e., it is more likely than not that the respondent committed the alleged conduct). The Written Decision will include all of the following:

- a. Identification of the allegations potentially constituting Sexual Harassment.

- b. A description of the procedural steps taken by the School during the investigation process (e.g., notifications to the parties, interviews with the parties and witnesses, site visits, or methods used to gather other evidence).
- c. Findings of fact supporting the determination.
- d. Conclusions regarding the application of the School's policies to the facts.
- e. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the School imposes on the respondent, and whether remedies designed to restore or preserve equal access to the School's educational program will be provided by the School to the complainant.
- f. The School's procedures and permissible bases for either party to appeal the decision.

6. Remedies

If the School determines that the respondent engaged in Sexual Harassment, the School will provide remedies to the complainant, as appropriate. This may include supportive measures. Remedies may also include: transfer from a class; parent/learner conference(s); positive behavior support; warnings; detention; and/or formal discipline, such as suspension and expulsion. When an employee is found to have committed Sexual Harassment, the School will take appropriate disciplinary action, up to and including termination, in accordance with School policies and as permitted by law.

VIII. **Appeals**

Either party may appeal the School's Written Decision, or its dismissal of a formal complaint or any allegation in the complaint, within **five (5) calendar days of the decision**. An appeal may be made on any of the following grounds:

- 1. A procedural irregularity affected the outcome.
- 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made that could affect the outcome of the matter.
- 3. The Title IX Coordinator, Investigator(s), or Decision-Maker(s) had a conflict of interest or bias for or against complainant or respondent that affected the outcome of the matter.

Upon receipt of an appeal, the School will provide a written notification to the other party about the appeal that gives both parties a reasonable, equal opportunity to submit a written statement in support of/challenging the appeal.

The Title IX Appeals Officer (not Decision-Maker, Title IX Coordinator, or Investigator) shall issue a written decision of an appeal, including the rationale for the result, to both parties

simultaneously. The Title IX Appeals Officer will endeavor to issue their decision within **thirty (30) calendar days from the receipt of the appeal.**

IX. Record Keeping

The School will maintain for a period of seven (7) years records pertaining to Title IX Sexual Harassment allegations in accordance with 34 CFR section 106.45(b)(10), as well as all material used to train Title IX Personnel.

Title IX Sexual Harassment Complaint Form

Instructions: This form can be completed by any individual who has knowledge of a sexual harassment conduct occurring within the education program or activity of iLEAD Agua Dulce ("School"). Please complete the information below. Should you need additional space or would like to provide documentation to support the allegations in the complaint, you can attach those to this complaint form. If you have any questions, please contact one of the School's Title IX Coordinators

Contact Information and Complainant's (Victim) Information

Full Name of Person Filing the Complaint: _____

Address: _____

Phone: _____ Email: _____

Complainant's (Victim) Full Name (if different from above): _____

Respondent's (Accused) Information

Respondent's Full Name: _____

Is the accused a learner? ☐ No ☐ Yes

If yes, what is the student's grade and relation to complainant: _____

Is the accused a School staff member? ☐ No ☐ Yes

If yes, what is the staff member's relation to the complainant (e.g., _____
facilitator)? If no, what is the accused's affiliation to the School? _____

Details of Complaint

Date of the Alleged Incident(s): _____ Location of Alleged Incident(s): _____

Please describe the facts underlying your complaint. Provide details such as the names of those involved, the dates of the incident(s), whether witnesses were present and the names of any witnesses, etc. Please provide any details which you feel might be helpful to a complaint investigator.

Did the harassment occur at School or during a School activity? If so, please describe:

Did this incident interfere with your ability to access or participate in School programs or activities? If so, please describe:

List the individuals involved in the relevant incident(s):

List any witnesses to the incident(s):

Acknowledgements
By submitting this form to the School's Title IX Coordinator, I wish to initiate the School's formal Title IX Grievance Procedures.
<div>Signature of Complainant</div> <div>Date</div>
Once you have completed this form, please submit it to the Title IX Coordinator. iLEAD Agua Dulce School Director/Title IX Coordinator 11311 Frascati St, Agua Dulce, CA 91390 (661) 268-6386 info@ileadaguadulce.org