

## MEETING AGENDA - iLEAD Lancaster 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, June 18, 2024
Start Time	7:00 PM
End Time	8:00 PM
Location	Address: 254 E. Ave. K-4, Lancaster, CA 93535
Purpose	Regular Scheduled Meeting

### Agenda

### 1. Opening Items

#### 1.1. Call The Meeting To Order

1.2. Roll Call

#### 1.3. Pledge Of Allegiance

#### 1.4. Board Meeting Agenda

Discuss and take action on the Board Meeting Agenda.

Due date: 6/18/2024

#### 1.5. Board Meeting Minutes

Discuss and take action on the Board Meeting Minutes.

Due date: 6/18/2024

Documents

• Minutes-2024-05-14.pdf

### 2. Public Comments

#### 2.1. Public Comments

The public may address the iLEAD Lancaster 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 for agenda items, 2 minutes for items not on the agenda, and 20 minutes for all comments.

### 3. Discussion Items

### 3.1. iCA Annual Report



iCA will present a summary of support for the 2023-2024 school year.

### 4. Closed Session

4.1. Public Employee Performance Evaluation

Gov. Code section 54957(b)(1): School Director

#### 5. Report of Closed Session

### 6. Consent Items

#### 6.1. Revised Employee Guidebook

Documents

• 2024 Employee Guidebook Lancater 20240701 for Board Approval.pdf

#### 6.2. Obsolete Equipment

Documents

• iLEAD Lancaster Obsolete (June 2024).pdf

#### 6.3. 2022 Tax Return

Documents

• iLEAD Lancaster 2022 Tax Returns - DRAFT 05-11-2024.pdf

#### 6.4. Revised LACOE Certificate of Signatures

Documents

• iLEAD Lancaster - Certification of Signatures-.pdf

### 7. Action Items

#### 7.1. 2024 - 2025 Board Meeting Dates

Discuss and take action regarding the 2024 - 2025 Board Meeting Dates.

Documents

iLEADLancaster\_2024-2025\_BoardMeetingDates.pdf

#### 7.2. Revised Special Education Shared Resource Agreement

Discuss and take action regarding the revised iLEAD CA Sp. Ed. Shared Service Agreement.

Documents

Revised - SPED RESOURCE SHARING (Draft 5.24).pdf

#### 7.3. Revised Vacation Policy

Discuss and take action on revised Vacation Policy.

Documents

• iLEAD Lancaster Draft 24-25 Vacation Policy.pdf



#### 7.4. 2024-2025 Holiday Policy

Discuss and take action regarding the 2024-2025 Holiday Policy.

Documents

• iLEAD Lancaster 24-25 Draft Holiday Policy.pdf

#### 7.5. Revised Food Service MOU

Discuss and take action on the revised Food Service MOU.

Documents

• MOU for Self Operation 24-25.pdf

#### 7.6. Dairy Vendor

Discuss and take action regarding the food vendor agreement.

Documents

• Dairy Bid 4\_25\_24.pdf

### 8. LCAP Hearing

#### 8.1. LCAP Hearing

This is the opportunity for the Public to review the summary of the 2024-2025 LCAP and make comments to the Board accordingly.

Documents

• 24\_25 Lancaster LCAP Overview.pdf

### 9. Board Comments

#### 9.1. Board Comments

### 10. Closing Items

#### 10.1. Next Meeting Date

Tuesday, June 25, 2024 @ 7:00 PM.

#### 10.2. Adjournment

**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 pubicly posted 72 or 24 hours prior to the meeting as required by law.



### MEETING MINUTES - iLEAD Lancaster Board

#### Meeting

Date	Tuesday, May 14, 2024
Started	6:00 PM
Ended	6:22 PM
Location	Address: 254 E. Ave. K-4, Lancaster, CA 93535
Purpose	Regular Scheduled Meeting
Chaired by	Beth Carr-Knudson
Recorder	KeKe Montoya

#### Minutes

### 1. Opening Items

1.1. Call The Meeting To Order

The meeting was called to order at 6:00 PM.

Status: Completed

1.2. Roll Call

Beth - Present

Bridget - Present

Eric - Present

LaNeshae - Present

Status: Completed

1.3. Pledge Of Allegiance

The Pledge of Allegiance was recited.

Status: Completed

1.4. Board Meeting Agenda

Discuss and take action on the Board Meeting Agenda.

Motioned: Bridget

Seconded: Eric

Beth abstained because of her absence.

Unanimously Approved

Status: Completed

1.5. Board Meeting Minutes

Discuss and take action on the Board Meeting Minutes.



Motioned: LaNeshae

Seconded: Eric

Unanimously Approved

#### Status: Completed

Documents

• Minutes-2024-04-09-v1 (4).pdf

### 2. Curriculum Moment

#### 2.1. Curriculum Moment

The 6th Grade Facilitators, Mrs. Westby, Mrs. McDaniel and Mrs. Tracey presented their class Save the Plants Project. The learner's have been tracking their plants growth since April 29th. On May 23rd, they will be allowed to take their plants home and transplant them into the ground or pot of their choice.

The learner's were given various options of fruits and vegetables to choose from. They are excited learning about the Greenhouse Effect, Eco Systems and the importance of plants in our lives. Each learner created a learning log that contains a proposal, reflection summary and notes for their project essay.

Status: Completed

### 3. Public Comments

#### 3.1. Public Comments

The public may address the iLEAD Lancaster 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 for agenda items, 2 minutes for items not on the agenda, and 20 minutes for all comments.

No public comments were made.

Status: Completed

### 4. Consent Items

4.1. Personnel Report

Motioned: Eric

Seconded: Bridget

Unanimously Approved

Status: Completed

Documents

• 5.14.24\_Lancaster\_PersonnelReport.docx (1).pdf

#### 4.2. Check Register

Motioned: LaNeshae



Seconded: Eric

Unanimously Approved

Status: Completed

Documents

- Lancaster Payment Register 20240508.pdf
- Lancaster Payment Register Summary 20240508.pdf

### 5. Discussion And Reports

#### 5.1. School Director Report

Deborah presented her School Director's report.

Status: Completed

### 6. Action Items

#### 6.1. Annual Request For Federal Title Funding

Request approval to submit for Federal Title I, II, and IV funding for the 2024-2025 school year.

Farnaz presented the Annual Request for Federal Title Funding.

Motioned: Bridget

Seconded: Eric

Unanimously Approved

Status: Completed

Documents

Annual Federal Title Funding doc.pdf

#### 6.2. Board Member Positions

Discuss and take action to add Board Member to the iLEAD Lancaster Board Team.

The Board took action on adding Constance Edwards to the iLEAD Lancaster Board Team.

Motioned: Bridget

Seconded: LaNeshae

Unanimously Approved

Status: Completed

6.3. LCAP Federal Addendum

Discuss and take action on the 2024 - 2025 LCAP Federal Addendum.

Nykole presented the LCAP Federal Addendum and answered questions of the Board.

Motioned: LaNeshae

Seconded: Eric



#### Unanimously Approved

#### Status: Completed

Documents

Lancaster LCAP Federal Addendum 2024.pdf

### 7. Board Comments

#### 7.1. Board Comments

Beth welcomed Constance to the team.

Nykole presented Shaana as the new iLEAD Lancaster Resident Leader.

Status: Completed

### 8. Closing Items

#### 8.1. Promotion Date

Thursday, June 6, 2024 @ 9:30 AM - Kindergarten and 5:30 PM - 8th grade.

Status: Completed

#### 8.2. Next Meeting Date

June 18th @ 7:00 PM and June 25th @ 7:00 PM.

Status: Completed

#### 8.3. Adjournment

The meeting was adjourned at 6:22 PM.

Status: Completed

This is the proposed new language regarding the use of Artificial Intelligence for employees. It is designed to provide generic guidelines for the use of AI by employees while still allowing for some potential guidelines and/or restrictions as AI evolves. It can be found highlighted in yellow under the Use of Communication Equipment and Technology section of the handbook (see page 32). If approved, all formatting and page numbers will be adjusted and corrected accordingly.

### USE OF ARTIFICIAL INTELLIGENCE ("AI") TOOLS

Artificial Intelligence ("AI") is a machine learning system capable of complex tasks and can be a valuable tool to enhance learning. iLEAD recognizes the inevitable reality that AI is improving at an exponential rate, and is quickly becoming embedded in all facets of everyday life. iLEAD has chosen to embrace this new technology and is committed to teaching and supporting the responsible use of AI to both employees and Learners.

Al use must align with iLEAD's core values, and adhere to iLEAD's standards of conduct. Al must not be used for plagiarism, and all sources, including Al, must be cited. Al should not be solely relied upon for fact-checking, and users are prohibited from using Al for obscene, harmful or inappropriate purposes or for sharing confidential information.

As AI tools are quickly evolving and becoming more accessible, iLEAD reserves the right to limit or designate types of AI tools which are acceptable for use by employees and Learners. Any disregard of these guidelines will result in disciplinary action, up to and including possible termination of employment.



# iLEAD Lancaster

Employee Guidebook

Board Approved February 06, 2024

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## INTRODUCTION

Welcome to iLEAD Lancaster!

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

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

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

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

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

## HIRING POLICIES AND PROCEDURES

### AT WILL EMPLOYMENT

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

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

## **OPEN DOOR POLICY**

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

## WORKPLACE ANTI-VIOLENCE POLICY

iLEAD is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, iLEAD has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on iLEAD-related

business, or while operating any vehicle or equipment owned or leased by iLEAD. This policy applies to all employees.

Workplace violence includes, but is not limited to, threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of iLEAD property; defacing iLEAD property or causing physical damage to the facilities; and bringing weapons or firearms of any kind on iLEAD premises or while conducting iLEAD business on or off iLEAD property.

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

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

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately notify their supervisor or Human Resources. If these individuals are not available, report the incident to any other supervisor and report the incident to Human Resources as soon as possible. All reports will be investigated by iLEAD and appropriate corrective action will be taken.

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

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

In certain circumstances, iLEAD may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence. Furthermore, employees should notify Human Resources if any restraining order is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

Any person who violates this policy on iLEAD property may be removed from the premises as quickly and safely as possible, at the iLEAD's discretion, and may be required to remain off iLEAD premises pending the outcome of an investigation of the incident.

All reports of workplace violence will be taken seriously. If iLEAD determines that workplace violence has occurred, iLEAD will take appropriate corrective action and may impose disciplinary action, up to and including termination.

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

## **IMMIGRATION COMPLIANCE**

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

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

## REASONABLE ACCOMMODATIONS, DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION, AND COMPLIANT PROCEDURES

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

iLEAD is committed to providing a professional work environment free from discrimination, unlawful harassment, and retaliation. Accordingly, iLEAD has adopted the following policies, which are designed to prevent unlawful conduct in the workplace, encourage professional and respectful behavior in the workplace, promote the reporting of potential violations, and foster taking corrective action where appropriate, even if the violation does not rise to the level of unlawful conduct. All employees are expected to assume responsibility for maintaining a professional work environment in accordance with the following policies. As such, all employees who experience potential violations of the following policies are strongly encouraged to promptly report such violations so that iLEAD may have an opportunity to address and resolve any concerns. All other employees (particularly supervisors) are required to immediately report any potential violations of the following policies. iLEAD is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

### REQUESTS FOR REASONABLE ACCOMMODATIONS: MEDICAL AND RELIGIOUS

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, iLEAD will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to iLEAD. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation by opening a Human Resources ticket in the self-service portal, specifying what accommodation he or she needs to perform the job. iLEAD will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

The individual is required to fully cooperate with iLEAD in seeking and evaluating alternatives and accommodations. Supervisors that become aware of information that an employee may need a reasonable accommodation to perform the essential functions of his or her job must report it to Human Resources. iLEAD will engage in the interactive process in compliance with applicable law. iLEAD may require medical verification of both the disability and the need for an accommodation.

iLEAD will not discriminate against any individual in regards to compensation or any term or condition of employment because of a conflict with an individual's religious beliefs or observance and any employment requirement. To the extent an employment requirement conflicts with an individual's religious beliefs or observance, iLEAD will explore potential reasonable accommodations and will make a good faith effort to implement reasonable accommodations unless an undue hardship would result. An applicant or employee who believes he or she requires a religious accommodation in order to perform any job requirement should notify Human Resources and request an accommodation.

Pregnancy and lactation accommodations may also be requested. Please refer to the Lactation and Pregnancy Disability Leave policies set forth herein for further information.

### EQUAL EMPLOYMENT OPPORTUNITY (DISCRIMINATION)

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

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

Adverse Employment Action: As used in this policy, "adverse employment action" may include, but is not necessarily limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusal to promote or consider for promotion; denial of employment

opportunities; change of an employee's work assignments; failure to provide a workplace accommodation when required (i.e., disability, pregnancy, religion, transgender); failure to provide a leave of absence when required (i.e., medical, pregnancy, workers' compensation, military, domestic violence); or any other unequal treatment based on the individual's protected category resulting in an adverse employment action.

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

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

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

### UNLAWFUL HARASSMENT

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

<u>Protected Categories:</u> iLEAD's policy prohibits harassment based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital

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

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

• *Verbal conduct* such as unwanted sexual advances including flirting, sexually suggestive innuendos, conversations regarding sexual activities, and sexual invitations or comments, racial slurs or epithets, sexist or misogynistic comments, ethnic insults or jokes, religious aspersions or mockery, disability insults or ridicule, homophobic epithets or slurs, transphobic comments or derision, derogatory comments regarding gender, gender identity or gender expression, disparaging remarks regarding military or veteran status, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or mockery of an accent of language or its speakers, negative remarks regarding marital status, or any other belittling, negative or derogatory comments regarding any protected characteristic ("hostile work environment" harassment).

- *Disrespectful or unprofessional conduct* based on any of the protected categories listed above ("hostile work environment" harassment).
- *Comments or conduct that consistently target one gender*, even if the content is not sexual ("hostile work environment" harassment).
- *Visual conduct* such as derogatory and/or sexually oriented posters, photography, cartoons, objects, drawings, gestures, text messages, social media posts, instant messages, e-mails, letters, pictures, or gifts ("hostile work environment" harassment).
- *Physical conduct* such as assault, unwanted touching, blocking normal movement, or interfering with work because of any protected basis ("hostile work environment" harassment).
- *Threats and demands to submit to sexual requests* as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors ("quid pro quo" harassment).

Sexually harassing conduct does need not to be motivated by sexual desire and may include situations that began as reciprocal relationships but later ceased to be reciprocal.

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

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

### RETALIATION

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

<u>Retaliation:</u> As used in this policy, "retaliation" means taking any adverse employment action against an employee because he or she engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, the following: opposing a practice or conduct the employee reasonably believes to be unlawful; reporting or assisting in reporting suspected violations of this policy; cooperating or participating in investigations or proceedings arising out of a violation of this policy; or engaging in any other activity protected by applicable law. Additionally, iLEAD prohibits retaliation against an employee who refuses to report to, or leaves, the workplace place during an emergency condition (as defined by law) because the employee reasonably believes that the workplace or worksite is unsafe. An emergency condition means: (i) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (ii) an order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

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

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

### COMPLAINT PROCEDURE—DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION

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

Title IX provides for separate processes and procedures for formal complaints of sexual harassment falling within the definitions provided in Title IX regulations. For those types of complaints, the School's grievance procedures can be found in its Title IX policy posted to the website. Please contact the School's Title IX Coordinator for further information.

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

<u>Where to Report Complaints to iLEAD</u>: Submit a complaint to Administration, or your supervisor. If these individuals are not available, or in the event you believe that one of these individuals has engaged in inappropriate behavior in violation of these policies, submit a complaint to any other supervisor or to Human Resources by opening a Human Resources ticket in the self-service portal as soon as possible. There is no requirement to report your complaint to any designated supervisor within iLEAD. Select the individual with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint. If you have a complaint that involves the Chief Executive Officer, submit the complaint directly to the Chair of the Board of Directors.

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

<u>Contents of Complaint:</u> Your report should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints verbally or anonymously, but to ensure that the issue is fully investigated, a written complaint is strongly recommended.

<u>Response to Complaint (Investigation)</u>: Upon notice of conduct requiring an investigation, iLEAD will look into the facts and circumstances of the alleged violation, as appropriate. iLEAD will attempt to resolve the

situation by promptly undertaking an effective, thorough, and objective investigation through the use of "qualified personnel" and using methods that provide all parties with "appropriate due process." iLEAD's investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

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

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

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

<u>Corrective Action</u>: If iLEAD determines that violations have occurred, iLEAD will take appropriate corrective action in accordance with the circumstances involved, including appropriate action to deter future conduct.

Examples of potential corrective action include, but are not limited to, written or verbal disciplinary action, suspension, reassignment, demotion, or termination, among others. In addition, the offending individual may be legally liable for his or her conduct, depending on the circumstances. Due to privacy protections, iLEAD is not able to fully disclose its entire decision regarding corrective action to the complainant.

<u>No Retaliation:</u> There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. Please refer to iLEAD's Retaliation Policy above for further information.

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

### TRAINING REQUIREMENTS

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

## ANTI-BULLYING POLICY

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

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

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

iLEAD will look into any complaints of workplace bullying. iLEAD will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible. If a complaint of bullying is substantiated, appropriate disciplinary action, up to and including discharge, may be taken. iLEAD will not tolerate retaliation against any employee who makes a good faith complaint regarding workplace bullying.

## WHISTLEBLOWER POLICY

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

Employees who have concerns about practices that are believed to be illegal or violate iLEAD's policies are encouraged to report them to their supervisor or Human Resources. Employees who come forward with credible information on practices believed to be illegal or violations of iLEAD policy will be protected from retaliation.

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

## EMPLOYEE CLASSIFICATION

iLEAD's employees are classified in the following categories: Exempt or Non-Exempt, Full-Time or Part-Time, or Regular or Temporary/On Call. All employees are either exempt or non-exempt according to provisions of applicable wage and hour laws. An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee.

Because all employees are employed at-will and hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and iLEAD. Accordingly, either the employee or iLEAD can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

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

**Non-Exempt:** Non-exempt employees are those employees with job assignments that do not meet exemption tests under state or federal law. These employees are paid on an hourly basis and are entitled to overtime wages for overtime worked in accordance with the law. Non-exempt employees may have to work hours beyond their normal schedules as work demands require.

Non-exempt employees are required to take meal and rest periods in the manner described in this Guidebook.

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

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

**<u>Regular:</u>** Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

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

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

## FAMILIAL AND RELATED CONFLICT OF INTEREST

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

Some situations such as the ones described below can create conflicts of interest requiring iLEAD to take the employee's relationship with another employee, parent, student, vendor, or contractor into account.

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

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

If a staff member forms a special social relationship or begins dating a parent of an iLEAD student, the staff member must immediately notify Human Resources so that appropriate measures may be taken to address the situation.

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

Failure to comply with this policy and the School's Anti-Nepotism Policy may result in disciplinary action, up to and including termination.

## FINANCIAL CONFLICT OF INTEREST

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

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

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

## CERTIFICATION AND LICENSURE OF INSTRUCTIONAL STAFF

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

## TUBERCULOSIS TESTING

No person shall be employed by the School unless he or she provides proof of having submitted to a tuberculosis ("TB") risk assessment within the past 60 days and that no risk factors have been identified. If TB

risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intra-dermal tuberculin test or any other test for tuberculosis infection that is recommended by the federal Centers for Disease Control and Prevention ("CDC") and licensed by the federal Food and Drug Administration ("FDA"). If the test is positive, the test shall be followed by an X-ray of the lungs. Each employee shall cause to be on file with the School a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable). A person who transfers employment from another school can meet these requirements by providing: (a) a certificate from a qualified professional that shows he or she was found to be free of infectious TB within 60 days of initial hire or (b) a verification from the prior school employer that the person has a certificate on file showing the person is free from infectious TB.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if recommended by the local health officer.

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

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

## CRIMINAL BACKGROUND CHECKS

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

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

## EMPLOYEE-STUDENT RELATIONS POLICY

### BOUNDARIES DEFINED

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

### UNACCEPTABLE AND ACCEPTABLE BEHAVIOR

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

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

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

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Chief Executive Officer or the Executive Director. It is recommended that any such gifts be filtered through the Chief Executive Officer or the Executive Director along with the rationale therefor.
- Kissing of ANY kind

- Massage (Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.)
- Full frontal or rear hugs and lengthy embraces
- Sitting student on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from iLEAD
- Furnishing alcohol, tobacco products, or drugs to a student or failing to report knowledge of such items
- "Dating" or "going out with" a student
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student
- Sharing a bed, mat, or sleeping bag with a student
- · Making, or participating in, sexually inappropriate comments
- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator or caretaker
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from iLEAD or school activities without the express, advance written permission of the Chief Executive Officer or the Executive Director and the student's parent or legal guardian
- Being alone in a room with a student with the door closed

- Allowing students in your home without signed parent permission for a preplanned and precommunicated educational activity that must include the presence of another educator, parent, or other designated school volunteer
- Excessive attention toward a particular student
- Sending e-mails, text messages, instant messages, social media messages, or letters to students if the content is not about iLEAD activities and not in accordance with applicable iLEAD policies or in violation of iLEAD's Social Media Policy
- Being "friends" with a student on any personal or non- iLEAD social media website
- Communicating with students or parents/guardians in violation of iLEAD's Social Media Policy
- Engaging in inappropriate and/or unprofessional communications with students on iLEAD's social media
- Using profanity with or to a student
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues

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

- Pats on the shoulder or back
- Side hugs
- Handshakes
- "High-fives" and hand slapping
- When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
- Holding hands while walking with small children or children with significant disabilities
- Assisting with toileting of small or disabled children in view of another staff member
- Touch required under an IEP or 504 Plan
- Reasonable restraint of a violent person to protect self, others, or property
- Obtaining parents' written consent for any after-school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (iLEAD and parental) to take students off iLEAD's property for activities such as field trips or competitions including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus

- E-mails, text messages, phone conversations, and other communications to and with students must be professional and pertain to iLEAD activities or classes, and communication should be initiated via iLEAD-based technology and equipment
- Keeping the door wide open when alone with a student
- Keeping reasonable and appropriate space between you and students
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from senior staff or administrators (such as Human Resources) if you find yourself in a difficult situation related to Boundaries
- Involving your supervisor if conflict arises with a student
- Informing Human Resources about situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges
- Asking another employee to be present, or within close supervisory distance, when you must be alone with a student
- Giving students praise and recognition without touching them in questionable areas
- Keeping your professional conduct a high priority during all moments of student contact
- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of iLEAD

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

Excessive force is prohibited.

### **REPORTING VIOLATIONS**

When any employee becomes aware of an employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to the Chief Executive Officer or Human Resources. If the allegation also constitutes a reportable event under California Penal Code section 11666, the employee shall comply with the requirements under California Penal Code section 11166. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and iLEAD as a whole. Employees must also report to the Administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

### INVESTIGATING

Human Resources and the Chief Executive Officer will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as deemed necessary and appropriate under the circumstances.

Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

### VIOLATIONS

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

## CHILD ABUSE OR NEGLECT REPORTING

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse or neglect, or you reasonably suspect it, California Penal Code section 11166 requires you to immediately report this information or suspicion to a child protective agency or the police. An employee who knows or reasonably suspects a child has been the victim of child abuse or neglect shall report the instance to the Los Angeles County Department of Children and Family

Services (800) 540-4000 https://dcfs.lacounty.gov/contact/report-child-abuse/. If the circumstance falls under a different county, please call (800) 540-4000 and request contact information for the appropriate county. The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. The reporter should not contact the child's parents. iLEAD employees are required to report instances of child abuse or neglect when the employee has a "reasonable suspicion" that child abuse or neglect has occurred. Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on the person's training and experience, to suspect child abuse or neglect. It does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect.

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

## DRUG AND ALCOHOL-FREE WORKPLACE

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

For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Marijuana" means and includes medical marijuana, marijuana vaping or other recreational marijuana use.

"Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, marijuana and/or illegal drugs in any detectable manner.

iLEAD prohibits the following:

• Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;

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

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

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

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

### PRESCRIPTION DRUGS

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' prescription drug use or nonprescription medication may affect their job performance, such as by causing dizziness or drowsiness.

It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair safe job performance and to notify a supervisor of any job restrictions that should be observed as a result. An employee is not required to reveal the name of the medication or the underlying medical condition. If you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students.

### DRUG TESTING

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

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

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

### COUNSELING AND REHABILITATION

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

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

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

## HEALTH, SAFETY AND SECURITY POLICIES

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

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

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

iLEAD has also developed guidelines to help maintain a secure workplace. It is important for all employees to be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your workstation that may be accessible. You should immediately notify your supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. The security of the facilities, as well as the welfare of our employees and our students, depends upon the alertness and sensitivity of every individual. Employees shall not be prohibited from accessing their mobile device or other communication device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to confirm their safety during an emergency condition. An emergency condition means: (i) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (ii) an order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

### EMPLOYEES WHO ARE REQUIRED TO DRIVE

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

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use must refrain from using their phone while driving unless they are using a hands-free device. Safety must come before all other concerns.

Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

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

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

#### SMOKING

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

#### HOUSEKEEPING

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

#### PARKING

Employees may use iLEAD parking facilities as may be available and as directed by iLEAD. iLEAD is not responsible for any loss or damage to employee vehicles or contents while parked on School property.

# **ILEAD PROPERTY & INSPECTIONS**

iLEAD is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, iLEAD provides property and facilities to its employees to carry out business on behalf of iLEAD. Desks, files, copiers, storage areas, work stations, file cabinets, lockers, and supplies, both office and household, are iLEAD property and must be maintained according to iLEAD rules and regulations. They must be kept clean and are to be used only for work-related purposes.

Accordingly, employees do not have a reasonable expectation of privacy when using any iLEAD property or facilities. In accordance with these policies, all iLEAD facilities and property may be inspected by iLEAD at any time, with or without prior notice to the employee. iLEAD reserves the right to deny entry to any person who refuses to cooperate with any inspections by iLEAD. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

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

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

Terminated employees should remove any personal items at the time they leave the iLEAD. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination, unless the parties have arranged otherwise. iLEAD will make reasonable efforts to help terminated employees collect any personal items left behind during the usual business hours of Monday through Friday, 8am to 4pm.

# SOLICITING/CONDUCTING PERSONAL BUSINESS WHILE ON DUTY

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

- 1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.
- 2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed.
- 3. No employee shall enter or remain in iLEAD work areas for any purpose except to report for, be present during, and conclude a work period. Non-exempt employees must not begin work and clock

in at his or her working area more than 10 minutes before they are scheduled to begin and must stop work and clock out from his or her work area no later than 10 minutes after their work scheduled for the day is completed. Work area does not include iLEAD parking lots, gates, or other similar outside areas unless an employee is assigned to work in such areas.

- 4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on iLEAD property.
- 5. Non-employees must sign in at the front office before entering iLEAD property.

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

# USE OF ILEAD COMMUNICATION EQUIPMENT AND TECHNOLOGY

iLEAD has a commitment to protect our employees and our students. One of the ways to protect our employees and students is to monitor and limit technology use within safe boundaries. iLEAD's electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks. All iLEAD-owned Communications Systems remain the property of iLEAD and are provided to the employee to carry out business on behalf of iLEAD, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using iLEAD owned equipment and technology. Communications (including any attached message or data) made using iLEAD owned communications equipment and technology are subject to review, inspection and monitoring at any time by iLEAD. All communications and information transmitted by, received from, or stored in these systems are iLEAD records and the property of iLEAD. Electronic communications are a means of business communication. iLEAD requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on iLEAD letterhead. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

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

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

### USE OF ARTIFICIAL INTELLIGENCE ("AI") TOOLS

Artificial Intelligence ("AI") is a machine learning system capable of complex tasks and can be a valuable tool to enhance learning. iLEAD recognizes the inevitable reality that AI is improving at an exponential rate, and is quickly becoming embedded in all facets of everyday life. iLEAD has chosen to embrace this new technology and is committed to teaching and supporting the responsible use of AI to both employees and Learners.

Al use must align with iLEAD's core values, and adhere to iLEAD's standards of conduct. Al must not be used for plagiarism, and all sources, including AI, must be cited. Al should not be solely relied upon for fact-checking, and users are prohibited from using AI for obscene, harmful or inappropriate purposes or for sharing confidential information.

As AI tools are quickly evolving and becoming more accessible, iLEAD reserves the right to limit or designate types of AI tools which are acceptable for use by employees and Learners. Any disregard of these guidelines will result in disciplinary action, up to and including possible termination of employment.

#### PROHIBITED USE

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

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

to the use of the Communications Systems. Users are also prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.

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

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

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

### CONFIDENTIALITY AND PRIVILEGES

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

#### ACCESS AND DISCLOSURE

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

Although iLEAD entrusts you with the use of voice mail, e-mail, computer files, software, or similar iLEAD property, you should keep in mind that these items have been installed and maintained at great expense to iLEAD and are only intended for business purposes. At all times, they remain iLEAD property. Likewise, all records, files, software, and electronic communications contained in these systems also are iLEAD property.

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

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

- May be saved and read by third parties.
- May be retrieved even after "deletion."
- May be accessed by authorized service personnel.
- May be examined by management without notice.

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

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

## TECHNOLOGY DEVICE AGREEMENT

When an employee is provided with school owned technology, they will be required to review and accept the following terms:

1. Exclusive Device Use: The MacBook ("Device") issued to you is the property of the Company and is designated for your exclusive use for business-related purposes. You understand and agree that the Device must not be utilized by any other individuals under any circumstances. You bear the responsibility for maintaining the Device in good working order.

2. Password Security: You agree to maintain the confidentiality of all passwords associated with the Device and any software issued to you by the Company. These passwords must never be shared, either internally within the Company or externally, under any circumstances.

3. Damage or Theft Reporting: You agree to promptly report any damage, loss, or theft of the Device to the IT department as soon as reasonably possible, and in any event, within 48 hours of such an occurrence. Failure to report may lead to you being held accountable for replacement costs.

4. Return Upon Separation: Upon separation of employment for any reason, you agree to return the Device and all accompanying chargers and accessories to an authorized representative from the IT department, HR department, or your Director. The Device should be in good working order, excluding normal wear and tear. Unauthorized persons should not receive or handle returned devices. Failure to return the Device to the appropriate personnel may result in legal action for the recovery of the Device or its value.

5. Software Use: All software installed by the Company on the Device is to remain on the Device. Unauthorized installation or deletion of software may result in disciplinary action.

6. Software Licensing and EULAs: Employee acknowledges the importance of adhering to software licensing laws and agrees to comply with all relevant regulations and licensing requirements. In addition, the employee shall review and comply with all software licensing agreements and end-user license agreements ("EULAs") associated with the software installed on the Device.

7. Home Network Management: You understand that the management and security of your home network, when using the Device for remote work or otherwise, is your responsibility. The Company will not be held accountable for issues arising from your home network.

8. Privacy: You acknowledge that you have no expectation of privacy in anything you create, store, send, or receive on the Device. The Company reserves the right to monitor any and all activities on the Device.

9. Compliance with Laws, Policies, and Guidebook: You agree to use the Device in accordance with all applicable local and federal laws and regulations, as well as the Company's policies and guidelines as stipulated in the board-approved Employee Guidebook.

### DISCIPLINE FOR VIOLATIONS OF POLICY

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

## POLICY MAY BE AMENDED AT ANY TIME

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

# EMPLOYEE BLOGS AND SOCIAL NETWORKING

#### SCOPE

In light of the explosive growth and popularity of social media technology in today's society, iLEAD has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to iLEAD; (2) engage in social media activities during working hours; (3) use iLEAD equipment or resources while engaging in social media activities; (4) use your iLEAD e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with iLEAD; or (6) interact with iLEAD students or parents/guardians of iLEAD students on the Internet and on social media sites. For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, TikTok, Twitter, Pinterest, LinkedIn, YouTube, Instagram, and Snap Chat, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums.

Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

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

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

#### STANDARDS OF CONDUCT

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

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of iLEAD policy.

- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of iLEAD's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know how, and technology. Do not post internal reports, policies, procedures, student names or information, or other internal School related confidential communications. This prohibition applies both during and after your employment with iLEAD
- While it is acceptable to engage in limited and incidental social media activities at work, such social media activities may not interfere with your job duties or responsibilities. Do not use your iLEAD authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with iLEAD's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from Human Resources.
- Be knowledgeable about and comply with iLEAD's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from Human Resources.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, suppliers, or other people who work on behalf of the School. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, suppliers, or other people or organizations who are affiliated with or work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, suppliers, people or organizations who are affiliated with or working on behalf of the School, or competitors.
- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, suppliers, or other people or organizations who are affiliating with or working on behalf of the School. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the School."
- Never be false or misleading with respect to your professional credentials.

### CREATING AND USING ILEAD SOCIAL MEDIA

Employees are only permitted to communicate and connect with students on social media that is owned and operated by iLEAD. Employees are only permitted to communicate and connect with students' parents or guardians regarding iLEAD-related matters on social media that is owned and operated by iLEAD. All communications with parents or guardians regarding iLEAD-related matters on non-iLEAD or personal social

media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-iLEAD or personal social media may result in disciplinary action, up to and including termination.

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

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

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

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

### ACCESS

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

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

#### DISCIPLINE

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

### **RETALIATION IS PROHIBITED**

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

#### QUESTIONS

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

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

# PARTICIPATION IN RECREATIONAL OR SOCIAL ACTIVITIES

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

# PERSONNEL FILES AND RECORD KEEPING PROTOCOLS

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

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

Current and former employees, or employee representatives, may also request inspection in writing. Please contact Human Resources to schedule a convenient time. You may request copies from your file of all documents. iLEAD may charge the requesting employee or employee representative for the actual cost of reproduction of personnel file documents. If you desire, you may add a written statement to your file explaining any disputed item.

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

# HOURS OF WORK, OVERTIME AND ATTENDANCE

### WORK HOURS AND SCHEDULES

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

### OVERTIME

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

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

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

## MEAL AND REST PERIODS

<u>Meal Periods</u>: All non-exempt employees must take an uninterrupted meal period of at least 30 minutes for each work period in excess of 5 hours in accordance with this policy. Further, all non-exempt employees must take a second uninterrupted meal period of at least 30 minutes for each work period in excess of 10 hours in accordance with this policy. Employees must begin their first meal period within five hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 12:00 p.m. (noon). Further, employees must begin their second meal period (if applicable) within ten hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee begins working at 7:00 a.m., then

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

Length of Workday in Hours	# of Meal Periods	Explanation
0 to ≤ 5	0	An employee who works 5 hours or less in a workday is not entitled to a meal period.
> 5 to ≤10	1	An employee who works more than 5 hours in a workday, but who does not work more than ten hours in a workday, must take a 30-minute uninterrupted meal period, unless the employee works six or fewer hours and voluntarily waives his or her first meal period.
> 10	2	An employee who works more than ten hours in a workday must take a second uninterrupted 30-minute meal period, unless the employee works 12 or fewer hours, did not waive the first meal period, and voluntarily waives his or her second meal period.

Employees are eligible for the following number of meal periods:

Employees must take their meal periods according to the following schedule:

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

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

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

Employees are eligible for the following number of rest periods:

Length of Work Period in Hours	# of Rest Periods	Explanation
0 to < 3.5	0	An employee whose work period is less than 3.5 hours is not entitled to a rest period.
≥ 3.5 to ≤ 6	1	An employee whose work period is 3.5 hours up to and including 6 hours is eligible to take one rest period.

> 6 to ≤ 10	2	A non-exempt employee whose work period is more than 6 hours up to and including 10 hours is eligible to take two rest periods.
> 10 to ≤ 14	3	A non-exempt employee whose work period is more than 10 hours up to and including 14 hours is eligible to take three rest periods.

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

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

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

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

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

# LACTATION ACCOMMODATION POLICY

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

If the lactation break time cannot run concurrently with rest and meal periods already provided or additional time is needed for the employee, the lactation break time will be unpaid. Where unpaid breaks or additional

time are required, the employee should work with their Supervisor regarding scheduling and reporting the extra break time as unpaid in iLEAD's time reporting system.

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

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

To request the above, please contact your Supervisor or Human Resources. iLEAD will respond accordingly, generally within two business days.

If any employee believes that they have experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with their supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone at 833-526-4636 or visit а local office by finding the nearest one on their website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

# PAY DAYS

Employees who are paid a predetermined salary will have paydays scheduled on the 15th and the last day of each month. All other employees (i.e., those on an hourly basis, etc.) will have paydays scheduled on a

bi-weekly basis paid, every other Friday, of each month (see the ADP/WorkforceNow home page for the schedule). iLEAD reserves the right to modify its payroll practice as it deems necessary. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the last day of work before the holiday. Employees are required to report any overpayment of wages to the Payroll

Department. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

# ATTENDANCE POLICY

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

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

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

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

# TIME RECORDS

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

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

# PROFESSIONAL LEARNING

As a commitment to our team's professional growth, iLEAD holds minimum days on certain designated days to allow for professional learning, collaboration opportunities and meetings. All staff, including Facilitators, Care Team, Student Support, etc. are required to attend the meetings and/or work days that apply. If a staff member is unable to attend, they must notify their supervisor by requesting the time off in the time and attendance system. Various professional learning opportunities will be offered throughout the year. Staff is required to attend all professional learning opportunities prior to the start of the school year. Staff is encouraged to visit other charter schools (as appropriate), attend applicable conferences, and conduct a research activity/presentation and other approved professional learning activities.

# STANDARDS OF CONDUCT

#### PERSONAL APPEARANCE

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

## PROHIBITED CONDUCT

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

- Unexcused absence and/or lack of punctuality
- Release of confidential information without authorization
- Violation of iLEAD's Drug and Alcohol-Free Workplace policy
- Theft or embezzlement
- Willful destruction of property
- Falsification, fraud or omission of pertinent information when applying for a position
- Any willful act that endangers the safety, health or wellbeing of another individual
- Horseplay
- Any act of sufficient magnitude to cause disruption of work or gross discredit to iLEAD
- Misuse of iLEAD property or funds
- Possession of firearms, or any other dangerous weapon, while acting within the course and scope of your employment with iLEAD
- Acts of discrimination or unlawful harassment based on gender, ethnicity or any other basis protected by applicable law or policies
- Failure to comply with iLEAD's safety procedures
- Insubordination such as a failure to follow a supervisor's legitimate and legal direction.
- Failure to follow any known policy or procedure of iLEAD or gross negligence that results in a loss to iLEAD
- Violations of federal, state or local laws affecting the organization or your employment with the organization
- Unacceptable job performance
- Dishonesty
- Failure to keep a required license, certification or permit current and in good standing
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record

- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- Unauthorized use of iLEAD equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned overtime
- Failure to take meal and/or work breaks
- Intentionally supplying false information in order to obtain a leave of absence or other benefits from iLEAD.
- Sleeping or malingering on the job
- Unfit for service, including the inability to appropriately instruct or associate with students.
- Performing unauthorized work on iLEAD time.
- Unauthorized use of cameras or other recording devices on iLEAD's premises.
- Making false or malicious statements about any employee or iLEAD.
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on iLEAD's premises or while performing duties on behalf of iLEAD.
- Violation of the Employee-Student Relations policy
- Violation of any safety, health, security, or other iLEAD policies, rules, or procedures.

Although employment may be terminated at will by either the employee or iLEAD at any time, without following any formal system of discipline or warning, iLEAD may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. While one or more of these forms of discipline may be taken, no formal order or procedures are necessary. This statement of prohibited conduct does not alter or limit the policy of employment at will. Either you or iLEAD may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice.

# CONFIDENTIAL INFORMATION

It is important to iLEAD to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all parent and student information, parent and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid

plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law.

Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

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

During your employment with iLEAD, you will not be permitted nor required to breach any obligation to keep in confidence, proprietary information, knowledge, or data acquired during your former employment.

You must not disclose to iLEAD any confidential or proprietary information or material belonging to former employers or others. Employees must refer any person seeking school records or information to Human Resources for handling. iLEAD prohibits audio or video recordings in the workplace, during working hours, without authorization of iLEAD due to privacy and confidentiality concerns and protections. Failure to comply with this policy may result in disciplinary action, up to and including termination.

# OUTSIDE EMPLOYMENT

Employees are required to inform iLEAD, before accepting any employment or consulting relationship with another person or entity while employed by iLEAD. While iLEAD does not uniformly prohibit outside employment, employees will not be permitted to accept outside work that is competitive with iLEAD, that creates a conflict of interest that interferes with the employee's work for iLEAD or that reflects negatively on either the employee or iLEAD. Employee will not render services in person or by electronic means, paid or otherwise, for any other persons or entity during work hours with iLEAD.

Employee understands that violating this rule may result in a report to the Commission on Teacher Credentialing, as well as disciplinary action up to and including termination.

# EXPENSE REIMBURSEMENTS

iLEAD will reimburse employees for reasonably necessary expenses incurred in the furtherance of iLEAD's business. In order to be eligible for reimbursement, employees must follow the protocol set forth in iLEAD's current 'Fiscal Policies & Procedures' regarding expense reimbursements. In general, all expenses must have been previously approved by supervisor. All receipts pertaining to the reimbursement must be original and detailed, and should be submitted with a completed and approved Reimbursement Request Form, in a timely manner, to the Business Office for payment process.

# EMPLOYEE BENEFITS AND LEAVES OF ABSENCE

iLEAD is happy to provide eligible employees with a wide range of benefits. The description of Benefits that follows is only a brief summary for your general information. For details and exact information, please see the Benefits Guidebook located on the home page of ADP/WorkforceNow.

PAID SICK LEAVE

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

### ELIGIBLE EMPLOYEES

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

#### PERMITTED USE

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

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee as well as any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship or a designated person. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. "Designated person" means a person identified by the employee at the time the employee requests paid sick days. Only one individual may be a "designated person" per 12-month period. Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

#### ACCRUAL RATE, MAXIMUM, AND CARRYOVER

Accrual for non-exempt employees will be calculated based on actual hours worked. Accrual of PSL for eligible exempt employees will be calculated based on a 40-hour workweek or the employee's normal workweek if the employee normally works less than 40 hours. PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence. Accrued but unused PSL will carry over from year to year, subject to a maximum carry over cap as described below.

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

All Other Employees: Eligible employees will accrue one hour of PSL for every 30 hours worked beginning immediately upon hire or upon the beginning of the school year, whichever occurs first. There is a cap on PSL accrual. Employees may accrue up to a maximum accrual of 80 hours of PSL. Once the employee's PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee's PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

*For STRS eligible employees:* To the extent permitted by applicable law, unused sick leave may be counted as additional service credit upon retirement with the California State Teachers Retirement System ("STRS") for those employees who are eligible to participate in such benefits in the year in which they earn the sick leave.

Employees who are not eligible for STRS when they earn sick leave may not apply unused sick leave toward any future STRS benefits if those employees later become eligible.

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

### LIMITS ON USE

Eligible employees may use accrued PSL beginning on the 90th day of employment, and PSL may be taken in minimum increments of two hours. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use accrued PSL to make up for the absence.

### NOTIFICATION

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

### TERMINATION

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

## NO DISCRIMINATION OR RETALIATION

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

## NON-CONTRACT DAYS OFF

Certain Exempt employees may be eligible for paid days off designated as non-contract days. Requests for non-contract days should be submitted to the supervisor via ADP/WorkforceNow with as much advance notice as possible. Non-contract days do not accrue, do not carry over from school-year to school-year, and are not paid out upon termination of employment.

Employees who directly work with school staff, and have been designated as having non-contract days, must use non-contract days during school breaks when the employee is not required to support staff and/or learners.

For CalSTRS eligible employees, you are required to work all of your designated contract days to receive one year of creditable service for CalSTRS purposes.

# **INSURANCE BENEFITS**

#### **INSURANCE**

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

Full-time employees may also be covered under an insurance policy that includes Life, Short-Term Disability, and Long-Term Disability at no cost to the full-time employee. Additional voluntary insurance plans paid entirely by the employee, may be offered through iLEAD, and premiums will be deducted from the employee's paycheck on a post-tax basis.

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

### DISABILITY INSURANCE (WAGE SUPPLEMENT)

All employees are enrolled in California State Disability Insurance ("SDI"), which is a partial wage-replacement insurance plan for California workers.

Employees may be eligible for SDI when they are ill or have non-work related injuries. Employees may also be eligible for SDI for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate.

Specific rules and regulations relating to SDI eligibility can be found at www.edd.ca.gov/disability.

### FAMILY LEAVE INSURANCE (WAGE SUPPLEMENT)

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

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

PFL benefits may be available from the EDD for a leave of absence for the following:

- For the birth or placement of a child, as defined by the PFL law, for adoption or foster care within one year of the birth or placement of the child; or
- To care for an immediate family member (spouse, registered domestic partner, child or parent, grandparent, grandchild, sibling and parent-in-law, as defined by the PFL law) who is seriously ill and requires care.
- To participate in a qualifying event because of a family member's (i.e. a spouse, registered domestic partner, parent or child) military deployment to a foreign country

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

PFL leaves will run concurrently with any CFRA leaves.

## WORKERS' COMPENSATION INSURANCE

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

If you are injured while on the job, you must:

- Emergency
  - 1st Call 911
  - 2nd Call Rick Crunelle to notify @ 1-818-281-9721 and he will call 1-877-480-3947 to alert Berkley, the workers' compensation insurance provider
- Not Emergency
  - 1st Call Injured Person calls the workers' compensation hotline 1-877-480-3947
  - 2nd Call Rick Crunelle to notify @ 1-818-281-9721

If medical treatment is needed in a non-emergency situation, you must call the workers' compensation provider at 877-480-9721 and they will direct you to a local medical provider.

The supervisor will complete the Accident/Incident Investigation Form, and will coordinate with any witnesses to complete the Witness Statement Form.

#### UNEMPLOYMENT COMPENSATION

iLEAD contributes a significant amount of money each year to the California Unemployment Insurance Fund on behalf of its employees. Under certain circumstances, you may be eligible for unemployment insurance benefits.

# LEAVES OF ABSENCE

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

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

This Guidebook summarizes leave that may be available to employees. Most leave policies have differing requirements for eligibility, duration, benefits, etc.

Therefore, employees should contact Human Resources to request specific information relating to a particular leave policy. Employee benefits, including, but not limited to, paid sick leave, do not accrue during a leave of absence unless otherwise required by law or by applicable iLEAD policies. While out on a leave of absence, employees may not accept employment with another school employer or person unless agreed to in advance in writing by Human Resources. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with iLEAD, and employment may be terminated.

#### FAMILY AND MEDICAL LEAVE ACT (FMLA)/ CALIFORNIA FAMILY RIGHTS ACT (CFRA)

Under the Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"), eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by iLEAD for at least 12 months (not necessarily

consecutive) and have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence for purposes of FMLA leave, an eligible employee must also be employed at a worksite where there are 50 or more employees of iLEAD within 75 miles. Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use iLEAD's request form, which is available on the home page of ADP/WorkforceNow, or upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

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

- 1. the care of an employee's newborn child (i.e., baby bonding) or a child placed with the employee for foster care or adoption. Leaves for these reasons must be completed within 12 months of the birth or placement of the child;
- 2. the care of the employee's spouse, child or parent<sup>1</sup> with a "serious health condition" and for purposes of CFRA only, the care of the employee's grandparent, grandchild, sibling, registered domestic partner, or designated person<sup>2</sup> with a "serious health condition";
- 3. the "serious health condition" of the employee (including serious health condition resulting from an on-the job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their job. For FMLA leave only, a serious health condition also includes a disability caused by pregnancy, childbirth, or related medical conditions, which runs concurrently with the Company's separate pregnancy disability policy;
- 4. (FMLA ONLY) the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness: or
- 5. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, registered domestic partner (CFRA only) or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, parent-in-law, grandparent, grandchild, sibling, registered domestic partner, or designated person (as may be applicable for FMLA/CFRA purposes) requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide iLEAD with a medical certification from your

<sup>&</sup>lt;sup>1</sup> For purposes of FMLA only, the term "parent" does not extend to parents-in-law. Further, for purposes of FMLA only, a child does not refer to a child who is over 18 years of age (unless they are incapable of self-care because of a medical or physical disability) nor does it include the child of a registered domestic partner unless the employee stands in loco parentis to the child.

<sup>&</sup>lt;sup>2</sup> Designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Only one individual may be a "designated person" per 12-month period.

health care provider establishing eligibility for the leave, and you must provide iLEAD with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to iLEAD in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

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

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

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

Benefit accrual, such as PSL and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During FMLA/CFRA leave, group health benefits will be maintained as if you were continuously employed, unless you choose to suspend your coverage during your leave. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave. Upon your request for a leave of absence, Human Resources will provide you with a form that will outline your options regarding payment for your benefits while on leave.

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

FMLA will run concurrently with any leave covered by State Disability Insurance or Pregnancy Disability Leave.

CFRA will run concurrently with any Paid Family Leave.

### PROCEDURES FOR REQUESTING AND SCHEDULING FMLA/CFRA LEAVE

An employee should request FMLA/CFRA leave by completing a Request for Leave form (available on the home page of ADP/WorkforceNow or from Human Resources) and submitting it to supervisor and Human Resources.. As mentioned above, employees should provide not less than 30 days' notice of their intent to take FMLA/CFRA leave or if such notice is not possible, employees should provide notice as soon as is practicable, for foreseeable childbirth, placement or any planned medical treatment for the employee or his/her qualifying family member. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position. If an FMLA/CFRA leave request is granted, iLEAD will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

#### PREGNANCY DISABILITY LEAVE

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

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

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Pregnancy disability leave runs concurrently with FMLA, so any time off will count against your FMLA allotment. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and iLEAD may mutually agree to supplement such benefit payments with available sick leave. Benefit accrual, such as sick leave and holiday benefits, will be suspended during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

Additionally, you may choose to suspend your medical, dental, and vision benefits during your leave. Human Resources will provide you with a form to select how your benefits will be handled.

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

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

If you have any questions regarding pregnancy disability leave, please contact Human Resources.

## UNPAID LEAVE OF ABSENCE (MEDICAL)

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

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

### DISCRETIONARY UNPAID LEAVE OF ABSENCE (NON-MEDICAL)

Under emergency circumstances for personal or other non-medical reasons, you may need to be temporarily released from the duties of your job with iLEAD. It is the policy of iLEAD to allow its eligible employees to apply for, and be considered for, certain specific leaves of absence not otherwise set forth in this Guidebook. However, this policy is intended only for extreme circumstances, and must be approved by the Chief Executive Officer.

Failure to return to work as scheduled from an approved leave of absence, or failure to inform Human Resources of an acceptable reason for not returning as scheduled, will be considered to have abandoned his/her employment.

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

Regular full-time employees must have completed one year of service to be eligible to request an unpaid personal leave of absence of no more than thirty (30) calendar days. During that time, you may remain covered under iLEAD's medical plans subject to plan eligibility and requirements and must continue to pay your portion of the applicable premiums. Any non-medical leaves of absence that last longer than 30 days will be considered a break in employment.

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

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

Employees do not continue to accrue sick leave or holiday benefits while they are on unpaid discretionary leaves of absence. Further, employees have no guaranteed reinstatement of employment following the expiration of any leave of absence granted under this policy.

### LONG-TERM DISABILITY

One of the benefits that may be provided by iLEAD is Long-Term Disability Insurance. iLEAD employees who are on a leave of absence, and qualify for long-term disability benefits will be required to provide a doctor's note defining the estimated date for returning to work. If no note is provided, or if the return date is indefinite, or if the return date is unreasonably distant (at the discretion of the Chief Executive Officer), employment with iLEAD will be terminated.

#### FUNERAL/BEREAVEMENT LEAVE

iLEAD employees who have worked with iLEAD for at least 30 days may be eligible for up to 5 working days off upon the death of a family member. Regular exempt full-time employees will receive this time with pay. For all other employees, the time off will be unpaid. Bereavement leave must be completed within three months of the date of the death of the family member, but need not be consecutive.

Upon request, employees must provide documentation of the death of the family member within 30 days of the first day of the leave. "Documentation" may include, but is not limited to, a death certificate, a published

obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

For purposes of this policy, an employee's family member includes a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent. "Grandchild" means a child of the employee's child. "Grandparent" means a parent of the employee's parent..

Bereavement leave as stated above must be approved by the employee's supervisor. Employees may use accrued vacation(if applicable) or paid sick leave for unpaid portion of their leave. If the employee does not have accrued vacation or paid sick leave, the absence will be without pay.

This Bereavement leave policy also applies to leave due to "reproductive loss". Reproductive loss includes situations like miscarriage or stillbirth, unsuccessful assisted reproduction, failed surrogacy or failed adoption. Supporting documentation will not be required when the leave is related to reproductive loss.

### MILITARY LEAVE OF ABSENCE

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

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

### FAMILY MILITARY LEAVE

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

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

The employee may take this time off without pay unless otherwise required by applicable law. However, employees who need time off to participate in a qualifying event resulting from a family member's deployment to a foreign country may be eligible for Paid Family Leave benefits through the California Employment Development Department.

### DRUG AND ALCOHOL REHABILITATION LEAVE

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

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

## TIME OFF TO ATTEND CHILD'S SCHOOL DISCIPLINE

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

To be eligible for time off to attend a child's school, the employee must present the school's letter, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off (if advanced notice is provided). This type of leave will be unpaid.

### TIME OFF TO ATTEND CHILD'S SCHOOL ACTIVITIES

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

in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance.

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

## TIME OFF FOR JURY AND WITNESS DUTY

iLEAD encourages employees to serve on jury or witness duty when called. An employee must notify their supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. Any jury pay or mileage may be kept by the employee. Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek.

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

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

## RIGHTS FOR VICTIMS OF CRIME OR ABUSE

#### Right to Time Off:

If you are the victim of stalking, domestic violence, sexual assault, or a crime that caused physical injury or that caused mental injury and a threat of physical injury, or if your immediate family member is deceased because of a crime, you are permitted to be absent from work to seek relief related to the crime or abuse. Relief includes, but is not limited to, obtaining a temporary restraining order, a restraining order, or other injunctive relief to help ensure the health, safety, or welfare of you or your child. You are permitted to take leave for this purpose whether or not any person is arrested for, prosecuted for, or convicted of committing the crime. All employees can also take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.

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

that the crime or abuse occurred and your absence was for an authorized purpose) within a reasonable time period thereafter.

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

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

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

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

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

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

For more information, contact the Labor Commissioner's Office by phone at 833-526-4636 or visit a local office by finding the nearest one on its website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

### TIME OFF FOR VICTIMS OF CRIME

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

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. The types of verification iLEAD may require for an unscheduled judicial processing include: documentation evidencing the judicial proceeding from any of the following

entities: the court or government agency setting the hearing; the district attorney or prosecuting attorney's office; or the victim/witness office that is advocating on behalf of the victim.

# TIME OFF FOR EMERGENCY DUTY/TRAINING FOR VOLUNTEER FIREFIGHTERS, RESERVE PEACE OFFICERS OR EMERGENCY RESCUE PERSONNEL

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

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

If you feel you have been treated unfairly as a result of taking or requesting emergency duty/training, you should contact your supervisor or any other manager, as appropriate.

## CIVIL AIR PATROL LEAVE

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

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

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

Leave under this policy is unpaid. Following leave under this policy, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of civil air patrol service. If the employee complies with these requirements, the employee will be restored to their prior position or to a position with equivalent seniority status, pay, and other benefits, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee.

## TIME OFF TO VOTE

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

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

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

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

## WORKERS' COMPENSATION LEAVE

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

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

## LEAVE FOR BONE MARROW AND ORGAN DONORS

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

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

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide iLEAD with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, iLEAD will continue coverage under its

group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give iLEAD as much notice as possible of the intended dates upon which the leave would begin and end.

## ADULT LITERACY LEAVE

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

## EMPLOYMENT EVALUATION AND SEPARATION

## EMPLOYEE REVIEWS AND EVALUATIONS

To encourage open communication with employees and supervisors, iLEAD supports an annual performance review. iLEAD strives to conduct employee performance reviews annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

There are several advantages to work planning:

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

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

## DISCIPLINE AND INVOLUNTARY TERMINATION

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

## VOLUNTARY TERMINATION

Either the employee or iLEAD may terminate the employment relationship at any time, with or without notice and with or without cause. We hope that you will enjoy your employment with iLEAD. However, if you decide to resign, while it is not required, iLEAD requests that you give as much advance notice as possible (preferably two weeks) to allow iLEAD to plan for your departure.

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

## **RETURN OF PROPERTY**

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

## REFERENCES

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

## ACKNOWLEDGEMENT OF GUIDEBOOK AND AT WILL EMPLOYMENT

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

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

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

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

Employee's Name:

Employee's Signature:

Dated:

## [TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]



## iLEAD Lancaster Obsolete Equipment and Materials

## Board Approved:

This list of obsolete equipment and materials is no longer needed for school purposes and will be sold and/or disposed of in accordance with Education Code Sections 17545 and 17546.

Education Code 17545 authorizes the sale for cash of any property belonging to the school if the property is not required for school purposes, or it should be disposed of for the purpose of replacement, or it is unsatisfactory or not suitable for school use.

Education Code 17545 and 17546 provides for procedures to implement such a sale, public or private, conducted by staff, other public agencies, or by contract with a private auction firm.

List of items attached in pages 2-5

1	iLEAD Lancaster: Chromebook - LR040P3U	
1	iLEAD Lancaster: Chromebook - 5CD5388V1B	
1	iLEAD Lancaster: Chromebook - HY3A91KD606812	
1	iLEAD Lancaster: Chromebook - F7NLCX099198303	
1	iLEAD Lancaster: Chromebook - 5CD6512KYG	
1	iLEAD Lancaster: Chromebook - SZD012779U	
1	iLEAD Lancaster: Chromebook - 5CD8033T08	
1	iLEAD Lancaster: Chromebook - SZF138985C	
1	iLEAD Lancaster: Chromebook - 5CD741320V	
1	iLEAD Lancaster: Chromebook - 4WQR9FDR410952T	
1	iLEAD Lancaster: Chromebook - HY3A91LF711714V	
1	iLEAD Lancaster: Chromebook - nush7aa004251186c91601	
1	iLEAD Lancaster: Chromebook - 5CD50950P3	
1	iLEAD Lancaster: Chromebook - HY3A91JD603177	
1	iLEAD Lancaster: Chromebook - OMV891JJ700074L	
1	iLEAD Lancaster: iPad - DKWMP03MDVGK	
1	iLEAD Lancaster: iPad - GCTVXAS1HLFD	
1	iLEAD Lancaster: iPad - DMPVL78VJ28M	
1	iLEAD Lancaster: Monitor - 3CM533060T	
1	iLEAD Lancaster: Monitor - 3CM8250XVP	
1	iLEAD Lancaster: Printer - CN5B2FX35X	
1	iLEAD Lancaster: Printer - U6358M4F136677	
1	iLEAD Lancaster: Printer - F0V63-80025	
1	iLEAD Lancaster: Printer - TH7BA1R11H	
1	iLEAD Lancaster: Printer -T906Q710106	
1	iLEAD Lancaster: Printer - AEWP56476	
1	iLEAD Lancaster: Printer - TH8721Q0G6	
1	iLEAD Lancaster: Printer - CN76P3D2W5	
1	iLEAD Lancaster: Printer - KKGT79526	
1	iLEAD Lancaster: Printer - U64037D7H565801	
1	iLEAD Lancaster: Printer - VZVP365961	
1	iLEAD Lancaster: Printer - U64037J7H130284	
1	iLEAD Lancaster: Printer - TH74R6Q07S	
1	iLEAD Lancaster: Printer - X2TF188476	
1	iLEAD Lancaster: Printer - CN8B9DT1HS	
1	iLEAD Lancaster: Printer - U63478F5J799446	
1	iLEAD Lancaster: Tablet - 1410-i700QW-L2647	
1	iLEAD Lancaster: Tablet - T1412000139	
1	iLEAD Lancaster: Tablet -A03011512000068	
1	iLEAD Lancaster: Tablet - G000H40562840MFW	
1	iLEAD Lancaster: Tablet - R52J10TM9FR	

1	iLEAD Lancaster: Tablet – 639131307742	
1	iLEAD Lancaster: Tablet - RK3126B	
1	iLEAD Lancaster: Tablet - A118062042	
1	iLEAD Lancaster: Tablet - LST0804R	
1	iLEAD Lancaster: Tablet - G090MJ05738400T5	
1	iLEAD Lancaster: Tablet -G0W0MB0673520L0U	
1	iLEAD Lancaster: Tablet - TM116W715L	
1	iLEAD Lancaster: Tablet - 1410-i700QW-L2058	
1	iLEAD Lancaster: Tablet – R52H81NPSAA	
1	iLEAD Lancaster: Tablet - A1511155860000844	
1	iLEAD Lancaster: Tablet - R52H11R7AZJ	
1	iLEAD Lancaster: Tablet - R52H91RZLQJ	
1	iLEAD Lancaster: Tablet - R52GB1F3XNL	
1	iLEAD Lancaster: Tablet – CND509Z1B9	
1	iLEAD Lancaster: Tablet - 639131307742	
1	iLEAD Lancaster: Windows - C5N0CJ021637224	
1	iLEAD Lancaster: Windows - DOU-102596624	
1	iLEAD Lancaster: Windows - PF0DAFSN	
1	iLEAD Lancaster: Windows - 2CE413165J	
1	iLEAD Lancaster: Windows - NXMFVAA0054230A4013400	
1	iLEAD Lancaster: Windows - HPK-HSTNC-064P-US	
1	iLEAD Lancaster: Windows - 5CD6432W9V	
1	iLEAD Lancaster: Windows - CND6249R86	
1	iLEAD Lancaster: Windows - CND6492402	
1	iLEAD Lancaster: Windows - CND649241L	
1	iLEAD Lancaster: Windows - 5CD642492C	
1	iLEAD Lancaster: Windows - 8N8WZ32	
1	iLEAD Lancaster: Windows - 2TP42A02	
1	iLEAD Lancaster: Windows - CND8055L3C	
1	iLEAD Lancaster: Windows - PB-EZBP9 12/05	
1	iLEAD Lancaster: Windows - 4UV62016D5	
1	iLEAD Lancaster: Windows - 8CC72900WC	
1	iLEAD Lancaster: Windows - K3Y7MA00JSD2	
1	iLEAD Lancaster: Windows - 5CD72437VQ	
1	iLEAD Lancaster: Windows - CND7517JT2	
1	iLEAD Lancaster: Windows - BBH4142	
1	iLEAD Lancaster: Windows - 5CG6364YRY	
1	iLEAD Lancaster: Windows - CND75082W2	
1	iLEAD Lancaster: Windows - NXGMSAA0016430C15F7600	
1	iLEAD Lancaster: Windows - 5CD625112B	
1	iLEAD Lancaster: Windows - 8CC8090J1N	
1	iLEAD Lancaster: Windows - 5CG81729D2	

1	iLEAD Lancaster: Windows - 8CG828212H	
1	iLEAD Lancaster: Windows - PF0DV1J4PF9XB5A26002	
1	iLEAD Lancaster: Windows - 3156648158	
1	iLEAD Lancaster: Windows - PF0JU07H	
1	iLEAD Lancaster: Windows - 8CC7440H37	
1	iLEAD Lancaster: Windows - CND7459XXH	
1	iLEAD Lancaster: Windows - 8CC7440VH2	
1	iLEAD Lancaster: Windows - 8CC7130LJ0	
1	iLEAD Lancaster: Windows - NXGMSAA0016430C1857600	
1	iLEAD Lancaster: Windows - NXGMSAA0016430C15C7600	
1	iLEAD Lancaster: Windows - 83N62C2	
1	iLEAD Lancaster: Windows - C6CS9L2	
1	iLEAD Lancaster: Windows - NXVGOAA0047340E1FC7600	
1	iLEAD Lancaster: Windows - 8CC7280GJ4	
1	iLEAD Lancaster: Windows - N/A	
1	iLEAD Lancaster: Windows - 8L8K1P2	
1	iLEAD Lancaster: Windows - 8CC71715ZZ	
1	iLEAD Lancaster: Windows - 8CC7510TKD	
1	iLEAD Lancaster: Windows - 8CG8080NVG	
1	iLEAD Lancaster: Windows - CND7502TNK	
1	iLEAD Lancaster: Windows - CND6219B7W	
1	iLEAD Lancaster: Windows - PF329A02	
1	iLEAD Lancaster: Windows - 8CC65206KB	
1	iLEAD Lancaster: Windows - 8CG7464RGJ	
1	iLEAD Lancaster: Windows - 5CD8171MK8	
1	iLEAD Lancaster: Windows - 8CC62809RV	
1	iLEAD Lancaster: Windows - 8CG82792DF	
1	iLEAD Lancaster: Windows - 3307179139282	
1	iLEAD Lancaster: Windows - 5CD6251139	
1	iLEAD Lancaster: Windows - 5CD7027CXD	
1	iLEAD Lancaster: Windows - CND808MJ2	
1	iLEAD Lancaster: Windows - 8CC8370R99	
1	iLEAD Lancaster: Windows - XD271405q	
1	iLEAD Lancaster: Chromebooks - 4WQR9FAR417831Y	
1	iLEAD Lancaster: Chromebooks - LANXCV06100942G	
1	iLEAD Lancaster: Chromebooks - L9NXCV12Y821384	
1	iLEAD Lancaster: Chromebooks - PF3F023L	
1	iLEAD Lancaster: Chromebooks - 3VVK9FCN910126E	
1	iLEAD Lancaster: Chromebooks - 3VVK9FAN907685J	
1	iLEAD Lancaster: Chromebooks - 3VVK9FAN907630D	
1	iLEAD Lancaster: Chromebooks - 5CD62004TX	
1	iLEAD Lancaster: Chromebooks - 4WQR9FAR417592B	

1	iLEAD Lancaster: Chromebooks - PF3TSBLE
1	iLEAD Lancaster: Chromebooks - LANXCV061367428
1	iLEAD Lancaster: Windows - 5CD7424D93
1	iLEAD Lancaster: Chromebooks - PF3TS2FP
1	iLEAD Lancaster: Chromebooks - LANXCV06146242B
1	iLEAD Lancaster: Chromebooks - 4WQR9FER528399J
1	iLEAD Lancaster: Chromebooks - 5CD5393WB9
1	iLEAD Lancaster: Chromebooks - PF3V8HC7
1	iLEAD Lancaster: Chromebooks - LR05DPN6
1	iLEAD Lancaster: Chromebooks - LANXCV061186426

# DRAFT

CLIENT'S COPY

## TAX RETURN FILING INSTRUCTIONS

FORM 990

#### FOR THE YEAR ENDING

JUNE 30, 2023

#### PREPARED FOR:

ILEAD LANCASTER 254 EAST AVENUE K-4 LANCASTER, CA 93535

#### **PREPARED BY:**

CHRISTY WHITE ASSOCIATES 348 OLIVE STREET SAN DIEGO, CA 92103

#### AMOUNT DUE OR REFUND:

NOT APPLICABLE

#### MAKE CHECK PAYABLE TO:

NOT APPLICABLE

#### MAIL TAX RETURN AND CHECK (IF APPLICABLE) TO:

NOT APPLICABLE

#### **RETURN MUST BE MAILED ON OR BEFORE:**

NOT APPLICABLE

#### **SPECIAL INSTRUCTIONS:**

THIS RETURN HAS QUALIFIED FOR ELECTRONIC FILING. AFTER YOU HAVE REVIEWED THE RETURN FOR COMPLETENESS AND ACCURACY, PLEASE SIGN, DATE AND RETURN FORM 8879-TE TO OUR OFFICE. WE WILL TRANSMIT THE RETURN ELECTRONICALLY TO THE IRS AND NO FURTHER ACTION IS REQUIRED. RETURN FORM 8879-TE TO US BY MAY 15, 2024

c	070 TE		OMB No. 1545-0047			
Form 8879-TE		For colordor v				
		For calendar y	'ear 2022, c	r fiscal year beginning <u>JUL 1</u> , 2022, and ending <u>JUN 3</u> Do not send to the IRS. Keep for your records.	ο <b>Ο</b> , 20 <u><b>Δ</b> </u> <b>Δ</b>	2022
	ent of the Treasury Revenue Service		G	o to www.irs.gov/Form8879TE for the latest information.		
Name o	of filer			· · · · ·	EIN or SSI	N
	ILEAD	LANCASI			45-4	768181
Name a	and title of officer or pe	erson subject to		NYKOLE KENT		
Devi	Turne of	Detum en		DIRECTOR		
Part				rn Information		
Form sor <b>10a</b> which	5330 filers may ente below, and the am	r dollars and o ount on that li	cents. Foi	using this Form 8879-TE and enter the applicable amount, if ar or all other forms, enter whole dollars only. If you check the bo ne return being filed with this form was blank, then leave line But, if you entered -0- on the return, then enter -0- on the app	ox on line 1a, 2a 1b, 2b, 3b, 4b, 5b	, 3a, 4a, 5a, 6a, 7a, 8a, 9a, 5, 6b, 7b, 8b, 9b, or 10b,
1a	Form 990 check	nere		<b>b</b> Total revenue, if any (Form 990, Part VIII, column (A), line		
2a	Form 990-EZ che	eck here		<b>b</b> Total revenue, if any (Form 990-EZ, line 9)		
3a	Form 1120-POL	check here		b Total tax (Form 1120-POL, line 22)		
4a	Form 990-PF che			<b>b</b> Tax based on investment income (Form 990-PF, Part V,		4b
5a	Form 8868 check			b Balance due (Form 8868, line 3c)		
6a 7-	Form 990-T chec			b Total tax (Form 990-T, Part III, line 4)		
7a 8a	Form 4720 check Form 5227 check			<ul> <li>b Total tax (Form 4720, Part III, line 1)</li> <li>b FMV of assets at end of tax year (Form 5227, Item D)</li> </ul>		
oa 9a	Form 5330 check			<b>b</b> Tax due (Form 5330, Part II, line 19)		8b 9b
	Form 8038-CP cl			<ul> <li>b Amount of credit payment requested (Form 8038-CP, Page 1)</li> </ul>	art III, line 22)	9b 10b
Parl				re Authorization of Officer or Person Subject to		105
Under	penalties of periury	I declare tha	t XII	am an officer of the above entity or I am a person subje	ct to tax with res	pect to (name
of enti				, (EIN)		
financ later th payme	ial institution to deb nan 2 business days ent of taxes to receiv	it the entry to prior to the p ve confidentia	this acc bayment l informa	ed in the tax preparation software for payment of the federal ta ount. To revoke a payment, I must contact the U.S. Treasury I (settlement) date. I also authorize the financial institutions invo ation necessary to answer inquiries and resolve issues related ature for the electronic return and, if applicable, the consent to	Financial Agent a olved in the proce to the payment.	t 1-888-353-4537 no essing of the electronic have selected a
	heck one box only					PIN 68181
L	<u>A</u> lauthorize CH	RISTY	VHTJE	E ASSOCIATES	to enter my l	Enter five numbers, but
				ERO firm name		do not enter all zeros
	as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen. As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2022 electronically filed					
	IRS Fed/State p	orogram, I will		eturn that a copy of the return is being filed with a state agenc y PIN on the return's disclosure consent screen.		·
Signatur Part	e of officer or person subje	ation and A	uthen	tication	Dat	6
	EFIN/PIN. Enter y					
	er (EFIN) followed by	•				
submi	•	•	-	which is my signature on the 2022 electronically filed return in quirements of <b>Pub. 4163,</b> Modernized e-File (MeF) Information		
ERO's	signature <u>CHR</u>	ISTY WE	IITE	Date		
				DO Must Datain This Form Cas Instructions		
				RO Must Retain This Form - See Instructions omit This Form to the IRS Unless Requested To	Do So	
ΙΗΑ	For Privacy Act and			ion Act Notice, see instructions.	2000	Form 8879-TE (2022)

(Rev. January 2022)

## Application for Automatic Extension of Time To File an Exempt Organization Return

Department of the Treasury Internal Revenue Service

<b>N F</b> :					
	ie a sepa	irate app	lication fo	r eacn	return.

► Go to www.irs.gov/Form8868 for the latest information.

**Electronic filing (e-file).** You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit *www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.* 

Automatic 6-Month Extension of Time. Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Туре					Taxpayer identification number (TIN)				
print	ILEAD LANCASTER	45-4768181							
File by th due date filing you	for Number, street, and room or suite no. If a P.O. box, s 2.54 EAST AVENIIE $K-4$	Number, street, and room or suite no. If a P.O. box, see instructions.							
return, see instructions. City, town or post office, state, and ZIP code. For a foreign address, see instructions. LANCASTER, CA 93535									
Enter the Return Code for the return that this application is for (file a separate application for each return)									
Applic	ation	Return	Application			Return			
ls For		Code	Is For			Code			
Form 9	90 or Form 990-EZ	01	Form 1041-A			08			
Form 4	720 (individual)	03	Form 4720 (other than individual)			09			
Form 9	90-PF	04	Form 5227			10			
Form 9	90-T (sec. 401(a) or 408(a) trust)	05	Form 6069			11			
Form 9	90-T (trust other than above)	06	Form 8870			12			
Form 9	90-T (corporation) KELLY O'BRIEN	07							
<ul> <li>If the second second</li></ul>	the organization named above. The extension is for the organization's return for: ► calendar year or ► X tax year beginning JUL 1, 2022 , and ending JUN 30, 2023 .								
	any nonrefundable credits. See instructions. 3a \$					0.			
	estimated tax payments made. Include any prior year overp	ayment all	owed as a credit.	3b	\$	0.			
	Salance due. Subtract line 3b from line 3a. Include your pa					~			
	using EFTPS (Electronic Federal Tax Payment System). See instructions.					0.			
Cautio instruc	<ul> <li>If you are going to make an electronic funds withdrawal tions.</li> </ul>	(direct det	bit) with this Form 8868, see Form 84	53-TE and	d Form 887	9-TE for payment			

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form 8868 (Rev. 1-2022)

Form	990
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## **Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) Do not enter social security numbers on this form as it may be made public.

OMB No. 1545-0047

Department of the Treasury Internal Revenue Service Go to www.irs.gov/Form990 for instructions and the latest i							Open to Public Inspection					
			ar year, or tax year b	eginning	JUL	1,	2022	and	ending u	<u>JUN 30, 2</u>	2023	
	heck if pplicat	le: <b>C</b> Name o	forganization							D Employer	identifica	tion number
	Addr	Address ILEAD LANCASTER										
	Name	e Doing b	usiness as							45-43	768183	1
	Initia	Number	and street (or P.O. box	x if mail is no	ot delivere	d to str	eet address)		Room/suite	E Telephone	number	
	Final		EAST AVENUE	K-4						(661)	) 722-	
	termi ated		own, state or province		and ZIP c	or forei	ign postal co	de		G Gross receipts	\$	12,060,632.
	Amer		ASTER, CA							H(a) Is this a	group retu	rn
	Appli 	F Name a	nd address of principa	al officer: ${f N}$	YKOLI	E KI	$\Xi NT$			for subor	rdinates?	Yes X No
	pend	SAME	AS C ABOVE								ordinates inclu	ded? Yes No
		empt status:		01(c) (	) (	insert i	no.) 🔄 494	47(a)(1)	or 52	-		t. See instructions
	Vebs		DLANCASTER.	· –	<b>.</b>					H(c) Group ex		
			X Corporation	Trust	Associa	tion	Other		L Yea	of formation: 20	012  <b>M</b> 8	State of legal domicile: CA
Pa	art I	Summary							D T 3 31/			
é	1		e the organization's m						D LAN	CASTER 15	S A CE	IARTER
Governance			SERVING STU									
ern	2	Check this bo						•		e than 25% of its		-
Š	3		ting members of the g	•			,					3
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		4       Number of independent voting members of the governing body (Part VI, line 1b)       4         5       Total number of individuals employed in calendar year 2022 (Part V, line 2a)       5						148				
ties	5											3
Activities &	6		of volunteers (estimate									0.
Ac			d business revenue fro business taxable inco								. 7a . 7b	0.
		Net unrelated	DUSITIESS LAXADIE IFICO		5m 990-	i, Fail	<u>. I, III e I I _</u>			Prior Year		Current Year
	8	Contributions	and grants (Part VIII, I	line 1h)						10,412,5		12,011,337.
Revenue	9		ce revenue (Part VIII, I								0.	47,983.
ver	10		come (Part VIII, colum							1.6	573.	30.
å	11		e (Part VIII, column (A),							271,3		1,282.
	12		- add lines 8 through							10,685,6		12,060,632.
	13		milar amounts paid (Pa								0.	0.
	14		to or for members (Pa			~					0.	0.
s	15	Salaries, othe	r compensation, empl	oyee benef	its (Part I					5,104,2	208.	6,129,356.
Expenses	16a	Professional f	r compensation, emplo undraising fees (Part I) ing expenses (Part IX,	X, column (	A), line 1	1e)					0.	0.
bei	b	Total fundrais	ing expenses (Part IX,	column (D)	, line 25)			2,5	56.			
ŵ			es (Part IX, column (A)							4,362,3	352.	5,513,299.
	18	Total expense	s. Add lines 13-17 (mu	ust equal Pa	art IX, co	lumn (	A), line 25)			9,466,5		11,642,655.
	19	Revenue less	expenses. Subtract lir	ne 18 from	line 12			<u></u>		1,219,0		417,977.
OC OC									В	eginning of Currer		End of Year
sets alan	20	Total assets (I	Part X, line 16)							21,706,4		24,159,950.
Net Assets or - und Balances	21		(Part X, line 26)							15,994,9		18,030,444.
		Net assets or	fund balances. Subtra	act line 21 f	rom line 2	20				5,711,5	529.	6,129,506.
	art II	Signatur										
			I declare that I have exan			-					-	nowledge and belief, it is
true,	corre	true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.										

Sign	Signature of officer			Date			
-	NYKOLE KENT, DIRECTOR						
	Type or print name and title						
	Print/Type preparer's name	Preparer's signature	Date	Check PTIN			
Paid	MARCY KEARNEY			self-employed P02370487			
Preparer	Firm's name CHRISTY WHITE ASS	OCIATES		Firm's EIN 27-2956198			
Use Only	Firm's address 348 OLIVE STREET						
	SAN DIEGO, CA 92103 Phone no. (619) 270-8						
May the IF	May the IRS discuss this return with the preparer shown above? See instructions						
232001 12-1	232001 12-13-22 LHA For Paperwork Reduction Act Notice, see the separate instructions. Form 990 (2022)						

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Form	1990 (2022) ILEAD LANCASTER	45-4768181	Page <b>2</b>					
Par	rt III Statement of Program Service Accomplishments							
	Check if Schedule O contains a response or note to any line in this Part III							
1	Briefly describe the organization's mission:							
	THE MISSION OF ILEAD LANCASTER CHARTER SCHOOL IS TO EMP	OWER STUDENTS						
	TO BECOME CONSCIENTIOUS, COMPASSIONATE, AND RESPONSIBLE	CITIZENS OF						
	THE WORLD.							
2	Did the organization undertake any significant program services during the year which were not listed on the							
	prior Form 990 or 990-EZ?	Yes	XNo					
	If "Yes," describe these new services on Schedule O.							
3	Did the organization cease conducting, or make significant changes in how it conducts, any program services	?Yes	XNo					
	If "Yes," describe these changes on Schedule O.							
4								
	Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to oth	ners, the total expenses, a	nd					
	revenue, if any, for each program service reported.							
4a			<b>983.</b> )					
	ILEAD LANCASTER CREATES OPEN, FUN MULTIAGE K-8 LEARNING							
	THAT PROMOTE DEEPER UNDERSTANDING AND CELEBRATE INDEPEN							
	THINKING, COOPERATION, AND THE DEVELOPMENT OF CRUCIAL 2		<del>.</del>					
	SKILLS. ILEAD LANCASTER'S MISSION IS TO PROVIDE A LASTI							
	EXPERIENCE THAT PREPARES YOUR LEARNER FOR HIGHER EDUCAT	ION AND LIFEL	ONG					
	SUCCESS.							
4b	(Code:) (Expenses \$) (Rev	venue \$	)					
4.			<u> </u>					
4c	(Code:) (Expenses \$ including grants of \$) (Rev	venue \$	)					
<u> </u>	Other program convices (Describe on Schedule $O$ )							
4d	Other program services (Describe on Schedule O.)	١						
40	(Expenses \$ including grants of \$ ) (Revenue \$       Total program service expenses     10,645,625.	)						
4e	Total program service expenses 10,645,625.	,						

Eorm	000	(2022
⊢orm	990	(2022

 Form 990 (2022)
 ILEAD
 LANCASTER

 Part IV
 Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)?			
	If "Yes," complete Schedule A	1	Х	
2	Is the organization required to complete Schedule B, Schedule of Contributors? See instructions	2		X
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for			
	public office? If "Yes," complete Schedule C, Part I	3		X
4	Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect			
	during the tax year? If "Yes," complete Schedule C, Part II	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or			
	similar amounts as defined in Rev. Proc. 98-19? If "Yes," complete Schedule C, Part III	5		x
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to			
	provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I	6		x
7	Did the organization receive or hold a conservation easement, including easements to preserve open space,			
	the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II	7		x
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete			
	Schedule D, Part III	8		x
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for			
	amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services?			
	If "Yes," complete Schedule D, Part IV	9		x
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments			
	or in quasi endowments? If "Yes," complete Schedule D, Part V	10		x
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VII, IX, or X,	10		
••	as applicable.			
2	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D,		-	
a		11a	х	
h	Part VI Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total	11a	- 11	
D		11b		x
•	assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII			
C	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If</i> "Yes," <i>complete Schedule D, Part VIII</i>	11c		x
Ч	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in			- 23
u	Part X, line 16? If "Yes," complete Schedule D, Part IX	11d	х	
-		11e	X	
-	Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	Tie	- 23	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses	4.44	х	
10-	the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If</i> "Yes," <i>complete Schedule D, Part X</i>	11f	<u></u>	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete	10-	х	
<b>L</b>	Schedule D, Parts XI and XII	12a	Λ	
ά	Was the organization included in consolidated, independent audited financial statements for the tax year?	10		v
40	If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional	12b	Х	
13	Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If</i> "Yes," <i>complete Schedule E</i>	13	<u> </u>	v
14a		14a		X
ά	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business,			
	investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000	4.4%		v
1F	or more? <i>If</i> "Yes," <i>complete Schedule F, Parts I and IV</i> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any	14b		X
15		45		v
40	foreign organization? If "Yes," complete Schedule F, Parts II and IV	15		X
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to	10		v
	or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV	16		X
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX,			v
40	column (A), lines 6 and 11e? <i>If</i> "Yes," <i>complete Schedule G, Part I.</i> See instructions	17		X
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines			v
46	1c and 8a? If "Yes," complete Schedule G, Part II	18		X
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? // "Yes,"			
•	complete Schedule G, Part III	19		X
	Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H	20a		X
	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		<u> </u>
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or			
	domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I. Parts I and II</i>	21		X

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 Form 990 (2022)
 ILEAD
 LANCASTER

 Part IV
 Checklist of Required Schedules (continued)

			Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on			
	Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current			
	and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete			
	Schedule J	23	Х	
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the			
	last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete			
	Schedule K. If "No," go to line 25a	24a		X
	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
С	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease			
	any tax-exempt bonds?	24c		
	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit			77
_	transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and			
	that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete			v
~~	Schedule L, Part I	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current			
	or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35%			х
07	controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II	26		
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee,			
	creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled	07		х
00	entity (including an employee thereof) or family member of any of these persons? <i>If</i> "Yes," <i>complete Schedule L, Part III</i>	27		
28	Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV,			
	instructions for applicable filing thresholds, conditions, and exceptions): A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If</i>			
a	"Yes," complete Schedule L, Part IV	28a		х
h	A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV	20a 28b		X
	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If</i>	200		
C	"Yes," complete Schedule L, Part IV	28c		x
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation	25		
	contributions? If "Yes," complete Schedule M	30		х
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I	31		х
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete			
	Schedule N, Part II	32		х
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations			
	sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I	33		х
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and			
	Part V, line 1	34		х
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		Х
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity			
	within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2	35b		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization?			
	If "Yes," complete Schedule R, Part V, line 2	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization			
	and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19?			
	Note: All Form 990 filers are required to complete Schedule O	38	Х	
Pai	t V Statements Regarding Other IRS Filings and Tax Compliance			
	Check if Schedule O contains a response or note to any line in this Part V			
			Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable 1a 50			
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable 1b 0			
С	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming		37	
	(gambling) winnings to prize winners?	1c	Х	

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Pa	Statements Regarding Other IRS Filings and Tax Compliance (continued)		-	
			Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements,			
	filed for the calendar year ending with or within the year covered by this return	148		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	Х	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	<u>3a</u>		Х
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	<u>3b</u>		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a			
	financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		Х
b	If "Yes," enter the name of the foreign country			
	See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	<u>5a</u>		Х
b				Х
С	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	<u>5c</u>		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization soli	cit		
	any contributions that were not tax deductible as charitable contributions?	<u>6a</u>		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts			
	were not tax deductible?	<u>6b</u>		
7	Organizations that may receive deductible contributions under section 170(c).			
а	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the	payor? 7a		Х
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	<u>7b</u>		
С	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required			
	to file Form 8282?	7c		Х
d	I If "Yes," indicate the number of Forms 8282 filed during the year 7d			
е	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?			X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?			Х
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as requir	ed? <b>7g</b>		
h		98-C? 7h		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the			
_	sponsoring organization have excess business holdings at any time during the year?			
9	Sponsoring organizations maintaining donor advised funds.			
а				
b		<u>9b</u>		
10	Section 501(c)(7) organizations. Enter:			
a				
	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities			
11	Section 501(c)(12) organizations. Enter:			
a				
b				
10-	amounts due or received from them.)	40-		
	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041? If "Yes," enter the amount of tax-exempt interest received or accrued during the year	<u>12a</u>		
13	Section 501(c)(29) qualified nonprofit health insurance issuers. Is the organization licensed to issue qualified health plans in more than one state?	13a		
a	Note: See the instructions for additional information the organization must report on Schedule O.	<u>13a</u>		
h	Enter the amount of reserves the organization is required to maintain by the states in which the			
D				
•				
C 14a		14a		х
14a h				- 23
ы 15	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O			
15		15		х
	excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.			
16		16		х
10	If "Yes," complete Form 4720, Schedule O.			
17	Section 501(c)(21) organizations. Did the trust, or any disqualified or other person engage in any activities			
.,	that would result in the imposition of an excise tax under section 4951, 4952 or 4953?	17		
	If "Yes," complete Form 6069.			

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Par	t VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 th	hrough	7b below,	and for a	"No" r	espon	se
	to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O.						
	Check if Schedule O contains a response or note to any line in this Part VI						X
Sec	tion A. Governing Body and Management						
						Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a		3			
	If there are material differences in voting rights among members of the governing body, or if the governing						
	body delegated broad authority to an executive committee or similar committee, explain on Schedule 0.						
b	Enter the number of voting members included on line 1a, above, who are independent	1b		3			
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship	with a	ny other				
	officer, director, trustee, or key employee?				2		X
3	Did the organization delegate control over management duties customarily performed by or under the	e direct	supervisio	n			
					3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 99		filed?		4		X
5	Did the organization become aware during the year of a significant diversion of the organization's asse	ets?			5		X
6	Did the organization have members or stockholders?				6		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or ap	point o	ne or				
	more members of the governing body?				7a		_X_
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, st	ockholo	ders, or				
	persons other than the governing body?				7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the yea	r by the	following:		-	37	
	The governing body?				8a	X	37
b	Each committee with authority to act on behalf of the governing body?				8b		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be read						v
800	organization's mailing address? If "Yes." provide the names and addresses on Schedule O				9		Х
Sec	tion B. Policies (This Section B requests information about policies not required by the Internal Rev	venue (	Code.)			~	
10-				1	40-	Yes	No X
	Did the organization have local chapters, branches, or affiliates?				10a		<u></u>
U	If "Yes," did the organization have written policies and procedures governing the activities of such change branches to ansure their operations are consistent with the organization's exempt purposes?				10b		
110	and branches to ensure their operations are consistent with the organization's exempt purposes? Has the organization provided a complete copy of this Form 990 to all members of its governing body		filing the		11a	Х	
	Describe on Schedule O the process, if any, used by the organization to review this Form 990.		ining the		Tia		
	Did the organization have a written conflict of interest policy? If "No." go to line 13				12a	Х	
	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise				12b	X	
	Did the organization regularly and consistently monitor and enforce compliance with the policy? $If "\gamma$				12.0		
•	on Schedule O how this was done	,			12c	х	
13	Did the organization have a written whistleblower policy?				13	X	
14	Did the organization have a written document retention and destruction policy?				14	Х	
15	Did the process for determining compensation of the following persons include a review and approval						
	persons, comparability data, and contemporaneous substantiation of the deliberation and decision?	,					
а	The organization's CEO, Executive Director, or top management official				15a	Х	
	Other officers or key employees of the organization				15b	Х	
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.						
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangem	nent wit	ha				
	taxable entity during the year?				16a		Х
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluat	e its pa	rticipation				
	in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organ	ization'	s				
	exempt status with respect to such arrangements?				16b		
Sec	tion C. Disclosure						
17	List the states with which a copy of this Form 990 is required to be filed <u>CA</u>						
18	Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and	nd 990-	T (section	501(c)(3)s	only) a	availat	ole
	for public inspection. Indicate how you made these available. Check all that apply.						
	Own website Another's website X Upon request Other (explain						
19	Describe on Schedule O whether (and if so, how) the organization made its governing documents, con	nflict of	interest p	olicy, and	financ	ial	
	statements available to the public during the tax year.						
20	State the name, address, and telephone number of the person who possesses the organization's boo	ks and	records				
	KELLY O'BRIEN - (661) 434-1755						
	3720 SIERRA HWY UNIT C, ACTON, CA 93510						

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Part VII	Compensation of Officers, Directors, Trustees, Key Employees, Highest	t Compensated	
	Employees, and Independent Contractors		
	Check if Schedule O contains a response or note to any line in this Part VII		
Section A.	Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees		
	ete this table for all persons required to be listed. Report compensation for the calendar year enc all of the organization's <b>current</b> officers, directors, trustees (whether individuals or organizations)	5	,

Enter -0- in columns (D), (E), and (F) if no compensation was paid.

• List all of the organization's current key employees, if any. See the instructions for definition of "key employee."

• List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.

• List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.

• List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week	box	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)		(D) Reportable compensation from	(E) Reportable compensation from related	<b>(F)</b> Estimated amount of other			
	(list any hours for related organizations below line)	Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	the organization (W-2/1099-MISC/ 1099-NEC)	organizations (W-2/1099-MISC/ 1099-NEC)	compensation from the organization and related organizations
(1) NYKOLE KENT	40.00							100 000	0	
DIRECTOR (2) LATORRA SAXTON	1.00			х				129,826.	0.	27,598.
CHAIR	1.00	x		x				0.	0.	0.
(3) BETH CARR-KNUDSON TREASURER	1.00	x		x				0.	0.	0.
(4) LA NESHAE NORWOOD	1.00									0
SECRETARY		X		X				0.	0.	0.
		-								
		-								
		-								
		-								
		-								
		-								
		•								

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Part VII Section A. Officers, Directors, Trus	stees, Key Em	oloy	ees,	and	d Hig	ghes	t C	ompensated Employee	s (continued)				
(A) Name and title	<b>(B)</b> Average hours per week	box	not c , unle:	Pos heck ss per	more rson i	than o than o is both pr/trus	n an	(D) Reportable compensation from	<b>(E)</b> Reportable compensation from related				
	(list any hours for related organizations below line)	Individual trustee or director	In stitutional trustee	Officer	Key employee	Highest compensated employee	Former	the organization (W-2/1099-MISC/ 1099-NEC)	organizations (W-2/1099-MIS0 1099-NEC)		fr org and	pensa om th anizat d relat anizati	ie tion ted
										$\rightarrow$			
		-								_			
										_			
1b Subtotal								129,826.		0.	2	7,5	98.
c Total from continuation sheets to Part V d Total (add lines 1b and 1c)								0. 129,826.		0.	2	75	<u>0.</u> 98.
2 Total number of individuals (including but r	not limited to th			d at	oove	e) wh	o re		000 of reportable	<u></u>		, , , ,	1
compensation from the organization												Yes	No
3 Did the organization list any former officer	, director, trust	ee, ŀ	key e	empl	loye	e, or	hig	hest compensated emp	loyee on	ſ			
line 1a? If "Yes," complete Schedule J for s								· · · · · · · · · · · · · · · · · · ·			3		X
4 For any individual listed on line 1a, is the s and related organizations greater than \$15										Ľ	4	Х	
5 Did any person listed on line 1a receive or	accrue comper	nsati	, on fr	rom	any	unre	elate	ed organization or individ	dual for services	I			37
rendered to the organization? <i>If</i> "Yes." <i>cor</i> Section B. Independent Contractors	nplete Schedul	e <i>J f</i>	or si	ıch i	pers	on .					5		X
1 Complete this table for your five highest co	mpensated inc	lepe	nder	nt co	ontra	acto	rs th	nat received more than \$	6100,000 of comp	ensat	ion fro	m	
the organization. Report compensation for	the calendar y	ear e	endir	ng w	ith c	or wi	thin T		ear.				
(A) Name and business	address							(B) Description of s	services	C	(C ompei		n
ILEAD CALIFORNIA CHARTER		-	<u></u>	- 1	~			SHARED SUPPO	RT			~ ~	• •
3720 SIERRA HWY UNIT C, A MAKER LEARNING NETWORK, A							-	SERVICES			70	0,0	00.
BLVD SUITE G #A51, PALMD								TECHNOLOGY			15	0,0	00.
			_	_		_							
2 Total number of independent contractors ( \$100,000 of compensation from the organ	•	ot lir	niteo	d to	thos	-	ted	above) who received me	ore than				

orm 990 Part VI		ER			45-4768	181 Pag
						Г
	Check if Schedule O contains a response	or note to any line	<u>e in this Part VIII …</u> (A) Total revenue	(B) Related or exempt function revenue	(C)	(D) Revenue exclud from tax unde sections 512 - {
<u>به</u> 1 a	Federated campaigns 1a					
h nt	Membership dues 1b					
	Fundraising events 1c					
	d Related organizations					
		11,988,470.				
Sin	<b>3 1 1 1 1</b>	11,500,470.				
er	All other contributions, gifts, grants, and	22,867.				
Oth	similar amounts not included above 1f	22,007.				
pr g			10 011 227			
n a h	n Total. Add lines 1a-1f		12,011,337.			
		Business Code	47.000	(= 000		
2 a		611710	47,983.	47,983.		
e b	·					
2 a b Bevenue c f	·					
o e	d t					
рш е						
f	All other program service revenue					
ç	<b>Total.</b> Add lines 2a-2f		47,983.			
3	Investment income (including dividends, inter	est, and				
	other similar amounts)		30.			
4	Income from investment of tax-exempt bond p					
5	Royalties					
	(i) Real	(ii) Personal				
6 a	a Gross rents					
	b Less: rental expenses 6b			_		
	c Rental income or (loss) 6c			_		
	d Net rental income or (loss)					
	a Gross amount from sales of (i) Securities	(ii) Other				
10						
	assets other than inventory <b>7a</b>					
	• Less: cost or other basis					
	and sales expenses 7b					
ř c	1 Net gain or (loss)					
Curer Hev 8 a	a Gross income from fundraising events (not					
5	including \$ of					
	contributions reported on line 1c). See					
	Part IV, line 18					
	b Less: direct expenses					
	Net income or (loss) from fundraising events					
9 a	a Gross income from gaming activities. See					
	Part IV, line 19 9a	1				
b	D Less: direct expenses9b					
c	Net income or (loss) from gaming activities					
10 a	a Gross sales of inventory, less returns					
	and allowances 10	a				
b	D Less: cost of goods sold 10	b				
	Net income or (loss) from sales of inventory					
		Business Code				
, 11 a	OTHER INCOME	900099	1,282.			1,2
and b			,			,
<b>~</b>						
	d All other revenue		1,282.			
	Total. Add lines 11a-11d		-	17 002	0	1 0
12	Total revenue. See instructions		12,060,632.	47,983.	0.	1,3

ILEAD LANCASTER Part IX Statement of Functional Expenses

Form 990 (2022)

0000	on 501(c)(3) and 501(c)(4) organizations must comp				
	Check if Schedule O contains a respon	se or note to any line in (A)	(B)	(C)	(D)
	not include amounts reported on lines 6b,	Total expenses	Program service	Management and	Fundraising
	8b, 9b, and 10b of Part VIII.		expenses	general expenses	expenses
1	Grants and other assistance to domestic organizations				
	and domestic governments. See Part IV, line 21				
2	Grants and other assistance to domestic				
	individuals. See Part IV, line 22				
3	Grants and other assistance to foreign				
	organizations, foreign governments, and foreign				
	individuals. See Part IV, lines 15 and 16				
4	Benefits paid to or for members				
5	Compensation of current officers, directors,				
	trustees, and key employees	136,786.	136,786.		
6	Compensation not included above to disqualified				
	persons (as defined under section 4958(f)(1)) and				
	persons described in section 4958(c)(3)(B)				
7	Other salaries and wages	4,724,052.	4,574,791.	149,261.	
8	Pension plan accruals and contributions (include	-,,	-, -, -, -, -, •		
0		559,402.	531,432.	27,970.	
•	section 401(k) and 403(b) employer contributions)	495,779.	470,990.	24,789.	
9	Other employee benefits	213,337.	202,670.	10,667.	
10	Payroll taxes	413,337.	202,070.	,00/•	
11	Fees for services (nonemployees):				
a	Management	47,124.	27 600	0 4 2 5	
b	Legal		37,699.	9,425.	
	Accounting	171,888.		171,888.	
	Lobbying				
е	Professional fundraising services. See Part IV, line 17				
f	Investment management fees				
g	Other. (If line 11g amount exceeds 10% of line 25,				
	column (A), amount, list line 11g expenses on Sch 0.)	374,542.	346,978.	27,564.	
12	Advertising and promotion	14,082.		14,082.	
13	Office expenses	71,270.	26,049.	42,665.	2,556.
14	Information technology	42,817.	41,111.	1,706.	
15	Royalties				
16	Occupancy	439,581.	417,602.	21,979.	
17	Travel	31,046.	31,046.		
18	Payments of travel or entertainment expenses				
	for any federal, state, or local public officials				
19	Conferences, conventions, and meetings	33,739.	33,739.		
20	Interest	893,460.	848,787.	44,673.	
21	Payments to affiliates				
22	Depreciation, depletion, and amortization	135,558.	128,780.	6,778.	
23	Insurance	47,432.	45,060.	2,372.	
23 24	Other expenses. Itemize expenses not covered	_ , ,	,	_, _ , _ ,	
	above. (List miscellaneous expenses on line 24e. If				
	line 24e amount exceeds 10% of line 25, column (A),				
~	amount, list line 24e expenses on Schedule 0.) BOOKS AND SUPPLIES	1,362,155.	1,287,124.	75,031.	
d L	SHARED SUPPORT SERVICES	1,125,684.	844,263.	281,421.	
a	SPECIAL ED SERVICES	640,718.	640,718.	201,421.	
C	CHARTER AUTHORIZER FEES	82,203.	040,/10.	82,203.	
d		04,403.		04,203.	
	All other expenses	11 610 655	10,645,625.	994,474.	<u>רבר</u>
25	Total functional expenses. Add lines 1 through 24e	11,642,655.	10,043,043.	· · · · · · · · · · · · · · · · · · ·	2,556.
26	Joint costs. Complete this line only if the organization				
	reported in column (B) joint costs from a combined				
	educational campaign and fundraising solicitation.				
	Check here if following SOP 98-2 (ASC 958-720)				Faura 990 (0000)

#### Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

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		Check if Schedule O contains a response or no	nte to an	v line in this Part X			
					<b>(A)</b> Beginning of year		<b>(B)</b> End of year
	1	Cash - non-interest-bearing			5,644,847.	1	7,431,078.
	2	Savings and temporary cash investments				2	
	3	Pledges and grants receivable, net				3	
	4	Accounts receivable, net		2,210,584.	4	2,886,319.	
	5	Loans and other receivables from any current					
		trustee, key employee, creator or founder, sub					
		controlled entity or family member of any of the		F		5	
	6	Loans and other receivables from other disqua					
		under section 4958(f)(1)), and persons describe	· · ·		6		
s	7	Notes and loans receivable, net			7		
Assets	8	Inventories for sale or use		F		8	
As	9				18,045.	9	46,749.
	10a	Land, buildings, and equipment: cost or other					
		basis. Complete Part VI of Schedule D	10a	728,925.			
	b	Less: accumulated depreciation			230,626.	10c	184,502.
	11	Investments - publicly traded securities			11		
	12	Investments - other securities. See Part IV, line		12			
	13	Investments - program-related. See Part IV, line		13			
	14	Intangible assets		14	357,734.		
	15	Other assets. See Part IV, line 11		13,602,346.	15	13,253,568.	
	16	Total assets. Add lines 1 through 15 (must eq			21,706,448.	16	24,159,950.
	17	Accounts payable and accrued expenses			1,525,362.	17	2,009,482.
	18	Grants payable		18			
	19	Deferred revenue	).	867,211.	19	2,565,187.	
	20	Tax-exempt bond liabilities				20	
	21	Escrow or custodial account liability. Complete	Part IV	of Schedule D		21	
ŝ	22	Loans and other payables to any current or for	mer offic	er, director,			
Liabilities		trustee, key employee, creator or founder, sub	stantial o	contributor, or 35%			
iabi		controlled entity or family member of any of the	ese pers	ons		22	
	23	Secured mortgages and notes payable to unre	lated thi	rd parties		23	
	24	Unsecured notes and loans payable to unrelate	ed third	parties		24	
	25	Other liabilities (including federal income tax, p	•				
		parties, and other liabilities not included on line	es 17-24)	. Complete Part X			
		of Schedule D			13,602,346.		13,455,775.
	26	Total liabilities. Add lines 17 through 25			15,994,919.	26	18,030,444.
(0		Organizations that follow FASB ASC 958, ch	eck her	e X			
Ce		and complete lines 27, 28, 32, and 33.		l	E E11 E00		C 100 F0C
alan	27	Net assets without donor restrictions			5,711,529.	27	6,129,506.
ä	28	Net assets with donor restrictions				28	
ũ		Organizations that do not follow FASB ASC	958, che	eck here			
Ē		and complete lines 29 through 33.		l			
Net Assets or Fund Balances	29	Capital stock or trust principal, or current fund				29	
SSe.	30	Paid-in or capital surplus, or land, building, or e				30	
t A:	31	Retained earnings, endowment, accumulated i				31	
Ne	32	Total net assets or fund balances		······	5,711,529.	32	6,129,506.
	33	Total liabilities and net assets/fund balances			21,706,448.	33	24,159,950.

Form **990** (2022)

# Form 990 (2022) Part X Balance Sheet

ILEAD LANCASTER

Form	1990 (2022) ILEAD LANCASTER	45-	-476818	31	Pag	<sub>ye</sub> 12
Pa	rt XI Reconciliation of Net Assets					
	Check if Schedule O contains a response or note to any line in this Part XI	<u></u>				
1	Total revenue (must equal Part VIII, column (A), line 12)	1	12,0	60	,63	32.
2	Total expenses (must equal Part IX, column (A), line 25)	2	11,6	542	, 65	55.
3	Revenue less expenses. Subtract line 2 from line 1	3				77.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	5,7	711	, 52	29.
5	Net unrealized gains (losses) on investments	5				
6	Donated services and use of facilities	6				
7	Investment expenses	7				
8	Prior period adjustments	8				
9	Other changes in net assets or fund balances (explain on Schedule O)	9				0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32,					
	column (B))	10	6,1	L29	,50	06.
Pa	rt XII Financial Statements and Reporting					
	Check if Schedule O contains a response or note to any line in this Part XII	<u></u>		<u></u>		
			_	`	/es	No
1	Accounting method used to prepare the Form 990: Cash X Accrual Other					
	If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule	Ο.				
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?			2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed	on a				
	separate basis, consolidated basis, or both:					
	Separate basis Consolidated basis Both consolidated and separate basis					
b	Were the organization's financial statements audited by an independent accountant?		2	2b	X	
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate	basis,				
	consolidated basis, or both:					
	X Separate basis Consolidated basis Both consolidated and separate basis					
с	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the	audit,				
	review, or compilation of its financial statements and selection of an independent accountant?			2c		X
	If the organization changed either its oversight process or selection process during the tax year, explain on Sche	edule C	).			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the				_	
	Uniform Guidance, 2 C.F.R. Part 200, Subpart F?		·····	Ba	X	
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required	ed aud			_	
	or audits, explain why on Schedule O and describe any steps taken to undergo such audits	<u></u>		Bb	Х	

Form **990** (2022)

SCHEDULE A	١
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Department of the Treasury Internal Revenue Service

(Form 990)

## **Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section

4947(a)(1) nonexempt charitable trust. Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2022
Open to Public Inspection

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Nam						identification number			
Der	41	ILEA Decembra Dublic (	D LANCASTE	R				4	5-4768181
Par		Reason for Public (					see instruction	S.	
The c	rgan	ization is not a private found		-	-	-			
1	77	A church, convention of chu				n 170(b)(1	1)(A)(i).		
	X	A school described in section							
3 [		A hospital or a cooperative							
4 [		A medical research organize	ation operated in cor	njunction with a hospital	described	in sectio	on 170(b)(1)(A	(iii). Enter	the hospital's name,
_ [		city, and state:						- 14 14-	and the
5		An organization operated for		liege or university owned	or operation	ed by a go	overnmental u	nit describe	ed in
•		section 170(b)(1)(A)(iv). (C							
6 [ 		A federal, state, or local gov	-						e della deservite e dite
7 [		An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)							
<b>o</b> [				(1)(A)(ui) (Complete Der	+ 11 \				
8 [ 9 [		A community trust describe An agricultural research org				nd in coni	unction with a	land grant	collogo
9 [						-		-	-
		or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:							
10	An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from								
	activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment								
		income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975.							
		See section 509(a)(2). (Complete Part III.)							
11 [		An organization organized a		vely to test for public sa	fety. See	section 50	09(a)(4).		
12 [	An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or								
		more publicly supported or	ganizations describe	d in section 509(a)(1) d	r section	509(a)(2).	See section	509(a)(3). (	Check the box on
		lines 12a through 12d that	describes the type o	f supporting organization	n and com	plete lines	12e, 12f, and	12g.	
а		<b>Type I.</b> A supporting orga	anization operated, s	upervised, or controlled	by its supp	ported org	anization(s), ty	pically by	giving
		the supported organization	on(s) the power to reg	gularly appoint or elect a	majority o	f the direc	tors or truste	es of the su	upporting
		organization. You must c	complete Part IV, Se	ections A and B.					
b		<b>Type II.</b> A supporting org	anization supervised	or controlled in connect	tion with its	s supporte	ed organizatio	n(s), by hav	ving
		control or management o	f the supporting orga	anization vested in the s	ame perso	ns that co	ntrol or mana	ge the supp	ported
		organization(s). You mus	t complete Part IV,	Sections A and C.					
С		Type III functionally inte						ly integrate	ed with,
		its supported organization	. , .	•	-	-			
d		<b>Type III non-functionally</b>						-	
		that is not functionally int			-		-	an attentiv	veness
		requirement (see instructi							
е		Check this box if the orga					Type I, Type	II, Type III	
	<b>F</b> int a	functionally integrated, or				ation.			
		er the number of supported on vide the following information	•	d organization(a)					
<u> </u>		i) Name of supported	(ii) EIN	(iii) Type of organization	(iv) Is the orga in your governi	inization listed	(v) Amount of	monetary	(vi) Amount of other
		organization		(described on lines 1-10 above (see instructions))	Yes	No	support (see ir	structions)	support (see instructions)
Total									

	A (Form 990) 2022
Part II	Support Sc

A (Form 990) 2022	ILEAD	LANCASTER	45-4768181	Page <b>2</b>
Support Schedu	ule for Organi	zations Describe	ed in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)	
(Complete only if you	u checked the box	on line 5, 7, or 8 of F	Part I or if the organization failed to qualify under Part III. If the organiza	tion
fails to qualify under	the tests listed be	elow, please complete	e Part III.)	

Sec	tion A. Public Support						
Cale	ndar year (or fiscal year beginning in)	(a) 2018	<b>(b)</b> 2019	(c) 2020	(d) 2021	(e) 2022	<b>(f)</b> Total
1	Gifts, grants, contributions, and						
	membership fees received. (Do not						
	include any "unusual grants.")						
2	Tax revenues levied for the organ-						
	ization's benefit and either paid to						
	or expended on its behalf						
3	The value of services or facilities						
	furnished by a governmental unit to						
	the organization without charge						
4	Total. Add lines 1 through 3						
5	The portion of total contributions						
	by each person (other than a						
	governmental unit or publicly						
	supported organization) included						
	on line 1 that exceeds 2% of the						
	amount shown on line 11,						
	column (f)						
6	Public support. Subtract line 5 from line 4.						
Sec	tion B. Total Support						
Cale	ndar year (or fiscal year beginning in)	(a) 2018	<b>(b)</b> 2019	(c) 2020	(d) 2021	(e) 2022	<b>(f)</b> Total
7	Amounts from line 4						
8	Gross income from interest,						
	dividends, payments received on						
	securities loans, rents, royalties,						
	and income from similar sources						
9	Net income from unrelated business						
	activities, whether or not the						
	business is regularly carried on						
10	Other income. Do not include gain						
	or loss from the sale of capital						
	assets (Explain in Part VI.)						
11	Total support. Add lines 7 through 10						
12	Gross receipts from related activities,	etc. (see instructio	ons)			12	
13	First 5 years. If the Form 990 is for th	ne organization's fi	rst, second, third,	fourth, or fifth tax y	ear as a section 5	01(c)(3)	
	organization, check this box and stop						
Sec	ction C. Computation of Publi	c Support Per	centage				
14	Public support percentage for 2022 (I	ine 6, column (f), d	ivided by line 11, o	olumn (f))		14	%
	Public support percentage from 2021	•				15	%
<b>1</b> 6a	33 1/3% support test - 2022. If the o	organization did no	ot check the box o	n line 13, and line <sup>-</sup>	14 is 33 1/3% or m	ore, check this bo	k and
	stop here. The organization qualifies		•				
b	33 1/3% support test - 2021. If the o				line 15 is 33 1/3%	or more, check the	s box
	and stop here. The organization qual						
17a	10% -facts-and-circumstances test	- 2022. If the org	anization did not o	heck a box on line	e 13, 16a, or 16b, a	and line 14 is 10% of	or more,
	and if the organization meets the fact	s-and-circumstance	es test, check this	box and stop he	<b>re.</b> Explain in Part	VI how the organiz	ation
	meets the facts-and-circumstances te	st. The organizatio	n qualifies as a pu	blicly supported o	rganization		
b	10% -facts-and-circumstances test	- 2021. If the org	anization did not o	heck a box on line	e 13, 16a, 16b, or 1	7a, and line 15 is	10% or
	more, and if the organization meets the	ne facts-and-circum	nstances test, che	ck this box and <b>st</b>	t <b>op here.</b> Explain i	n Part VI how the	
	organization meets the facts-and-circl	umstances test. Th	e organization qua	alifies as a publicly	supported organiz	zation	
18	Private foundation. If the organization	n did not check a	<u>box on line 13, 16</u>	a, 16b, 17a, or 17b	o, check this box a	nd see instructions	

Schedule A (Form 990) 2022

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Se	ction A. Public Support		,						
Cale	ndar year (or fiscal year beginning in)	(a) 2018	<b>(b)</b> 2019	(c) 2020	(d) 2021	(e) 2022	2 (f) Total		
1	Gifts, grants, contributions, and								
	membership fees received. (Do not include any "unusual grants.")								
2	Gross receipts from admissions, merchandise sold or services per- formed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose								
3	Gross receipts from activities that are not an unrelated trade or bus- iness under section 513								
4	Tax revenues levied for the organ- ization's benefit and either paid to or expended on its behalf								
5	The value of services or facilities furnished by a governmental unit to the organization without charge								
6	Total. Add lines 1 through 5								
7a	Amounts included on lines 1, 2, and 3 received from disgualified persons								
t	Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year								
	Add lines 7a and 7b								
	Public support. (Subtract line 7c from line 6.)				_				
	ction B. Total Support				_				
	ndar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	2 (f) Total		
	Amounts from line 6				.,				
	Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources								
k	<ul> <li>Unrelated business taxable income</li> </ul>								
	(less section 511 taxes) from businesses acquired after June 30, 1975								
	Add lines 10a and 10b Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on								
	Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)								
	Total support. (Add lines 9, 10c, 11, and 12.)								
14	First 5 years. If the Form 990 is for the	0							
Se	check this box and stop here		centage				·····		
	Public support percentage for 2022 (			column (f))		15	%		
16			•			16	%		
	ction D. Computation of Invest						,		
	Investment income percentage for 20			ne 13, column (f))		17	%		
18	Investment income percentage from					18	%		
	a 33 1/3% support tests - 2022. If the								
	more than 33 1/3%, check this box a								
k	33 1/3% support tests - 2021. If the						'3%, and		
	line 18 is not more than 33 1/3%, che	ck this box and <b>st</b>	<b>op here.</b> The orga	nization qualifies a	s a publicly suppo	rted organiza	ation		
20	Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions								

Yes

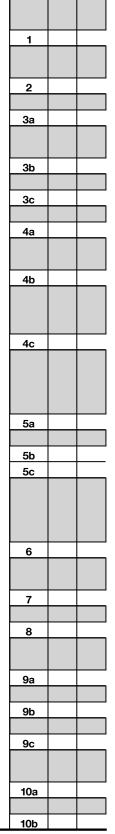
No

#### Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

#### Section A. All Supporting Organizations

- 1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.
- 2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in **Part VI** how the organization determined that the supported organization was described in section 509(a)(1) or (2).
- **3a** Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.
- **b** Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in **Part VI** when and how the organization made the determination.
- c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in **Part VI** what controls the organization put in place to ensure such use.
- **4a** Was any supported organization not organized in the United States ("foreign supported organization")? *If* "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.
- **b** Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If* "Yes," *describe in* **Part VI** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*
- **c** Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in **Part VI** what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.
- 5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).
- **b Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?
- c Substitutions only. Was the substitution the result of an event beyond the organization's control?
- 6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* **Part VI.**
- 7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).
- 8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*
- **9a** Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in **Part VI.**
- **b** Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If* "Yes," *provide detail in* **Part VI.**
- c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in **Part VI.**
- **10a** Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If* "Yes," *answer line 10b below.* 
  - **b** Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)



3h	

Schedule A (Form 990) 2022

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
а	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and			
	11c below, the governing body of a supported organization?	11a		
b	A family member of a person described on line 11a above?	11b		
с	A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide			
	detail in Part VI.	11c		
Sec	ction B. Type I Supporting Organizations			
			Yes	No

	more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers,
	directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s)
	effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported
	organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the
	supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.
2	Did the organization operate for the benefit of any supported organization other than the supported
	organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in
	<b>Part VI</b> how providing such benefit carried out the purposes of the supported organization(s) that operated

Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or

#### supervised, or controlled the supporting organization. Section C. Type II Supporting Organizations

Part IV | Supporting Organizations (continued)

Schedule A (Form 990) 2022

1

Were a majority of the organization's directors or trustees during the tax year also a majority of the directors 1 or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed

#### the supported organization(s). Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the			
	organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax			
	year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the			
	organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported			
	organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how			
	the organization maintained a close and continuous working relationship with the supported organization(s).	2		
3	By reason of the relationship described on line 2, above, did the organization's supported organizations have a			
	significant voice in the organization's investment policies and in directing the use of the organization's			
	income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's			
	supported organizations played in this regard.	3		

#### Section E. Type III Functionally Integrated Supporting Organizations

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
- а The organization satisfied the Activities Test. Complete line 2 below.
- h The organization is the parent of each of its supported organizations. Complete line 3 below.
- The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions) С
- 2 Activities Test. Answer lines 2a and 2b below.
- a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes." then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.
- b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes." explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.
- Parent of Supported Organizations. Answer lines 3a and 3b below. 3
- a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No" provide details in Part VI.
- Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each b of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.

2a 2b 3a

Yes No

#### 45-4768181 Page 5

1

2

1

Yes No

га	Type in Non-Functionally integrated 509(a)(5) Support	ny Oryani	zations			
1	Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 ( explain in Part VI). See instructions.					
	All other Type III non-functionally integrated supporting organizations mu	st complete S	Sections A through E.			
Sect	ion A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)		
1	Net short-term capital gain	1				
2	Recoveries of prior-year distributions	2				
3	Other gross income (see instructions)	3				
4	Add lines 1 through 3.	4				
5	Depreciation and depletion	5				
6	Portion of operating expenses paid or incurred for production or					
	collection of gross income or for management, conservation, or					
	maintenance of property held for production of income (see instructions)	6				
7	Other expenses (see instructions)	7				
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8				
Sect	ion B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)		
1	Aggregate fair market value of all non-exempt-use assets (see					
	instructions for short tax year or assets held for part of year):					
а	Average monthly value of securities	1a				
b	Average monthly cash balances	1b				
с	Fair market value of other non-exempt-use assets	1c				
d	Total (add lines 1a, 1b, and 1c)	1d				
е	Discount claimed for blockage or other factors					
	(explain in detail in Part VI):					
2	Acquisition indebtedness applicable to non-exempt-use assets	2				
3	Subtract line 2 from line 1d.	3				
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount,					
	see instructions).	4				
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5				
6	Multiply line 5 by 0.035.	6				
7	Recoveries of prior-year distributions	7				
8	Minimum Asset Amount (add line 7 to line 6)	8				
Sect	ion C - Distributable Amount			Current Year		
1	Adjusted net income for prior year (from Section A, line 8, column A)	1				
2	Enter 0.85 of line 1.	2				
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3				
4	Enter greater of line 2 or line 3.	4				
5	Income tax imposed in prior year	5				
6	Distributable Amount. Subtract line 5 from line 4, unless subject to					
	emergency temporary reduction (see instructions).	6				
7	Check here if the current year is the organization's first as a non-function	ally integrated	Type III supporting orga	nization (see		

instructions).

Schedule A (Form 990) 2022

ILEAD LANCASTER Schedule A (Form 990) 2022 Part V Type III Non-Eupotio

e Excess from 2022

Par	tν	Type III Non-Functionally Integrated 509(	a)(3) Supporting Orga	nizations (continu	ued)	
Secti	ction D - Distributions Current Year					
1	Amou	nts paid to supported organizations to accomplish exer	npt purposes		1	
2	Amou	nts paid to perform activity that directly furthers exemp	t purposes of supported			
	organ	izations, in excess of income from activity			2	
3	Admir	nistrative expenses paid to accomplish exempt purpose	s of supported organizations	6	3	
4	Amou	nts paid to acquire exempt-use assets			4	
5	Qualif	ied set-aside amounts (prior IRS approval required - pro	ovide details in Part VI)		5	
6		distributions (describe in Part VI). See instructions.			6	
7		annual distributions. Add lines 1 through 6.			7	
8		putions to attentive supported organizations to which th	e organization is responsive			
		de details in Part VI). See instructions.	5		8	
9	,	butable amount for 2022 from Section C, line 6			9	
		amount divided by line 9 amount			10	
			(i)	(ii)		(iii)
Secti	on E -	Distribution Allocations (see instructions)	Excess Distributions	Underdistribution Pre-2022	าร	Distributable Amount for 2022
1	Distrit	outable amount for 2022 from Section C, line 6				
2	Unde	distributions, if any, for years prior to 2022 (reason-				
	able c	ause required - explain in Part VI). See instructions.				
3	Exces	s distributions carryover, if any, to 2022				
а	From	2017				
b	From	2018				
с	From	2019				
d	From	2020				
е	From	2021				
f	Total	of lines 3a through 3e				
g	Applie	ed to underdistributions of prior years				
h	Applie	ed to 2022 distributable amount				
i	Carry	over from 2017 not applied (see instructions)				
j	Rema	inder. Subtract lines 3g, 3h, and 3i from line 3f.				
4	Distrik	outions for 2022 from Section D,				
	line 7:	\$				
а	Applie	ed to underdistributions of prior years				
b	Applie	ed to 2022 distributable amount				
с	Rema	inder. Subtract lines 4a and 4b from line 4.				
5	Rema	ining underdistributions for years prior to 2022, if				
	any. S	ubtract lines 3g and 4a from line 2. For result greater				
	than z	ero, explain in Part VI. See instructions.				
6	Rema	ining underdistributions for 2022. Subtract lines 3h				
	and 4	b from line 1. For result greater than zero, explain in				
	Part \	I. See instructions.				
7	Exce	ss distributions carryover to 2023. Add lines 3j				
	and 4	с.				
8	Break	down of line 7:				
а	Exces	s from 2018				
b	Exces	s from 2019				
с	Exces	s from 2020				
d	Exces	s from 2021				

Schedule A (Form 990) 2022

ILEAD LANCASTER

45-4768181 Page 7

Schedule A (Form 990) 2022

Schedule A	(Form 990) 2022	ILEAD	LANCASTER	45-4768181 Page 8
Part VI	Supplemental Inform Part IV, Section A, lines 1, line 1; Part IV, Section D, I	<b>nation.</b> Pr 2, 3b, 3c, 4 ines 2 and 3	ovide the explanations required by Part II, line 10; Part II, line 17a or b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 ; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V , Section E, lines 2, 5, and 6. Also complete this part for any addition	17b; Part III, line 12; and 2; Part IV, Section C, /, Section B, line 1e; Part V,
	-		RAFT	

SCHEDULE D	Sup
(Form 990)	Comp

\_ \_ \_ \_

\_ \_ \_

## plemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990. Go to www.irs.gov/Form990 for instructions and the latest information.



Employer identification number

Department of the Treasury Internal Revenue Service Name of the organization

	ILEAD LANCASTER		45-4768181			
Pa			or Accounts. Complete if the			
	organization answered "Yes" on Form 990, Part IV, line	€6.				
		(a) Donor advised funds	(b) Funds and other accounts			
1	Total number at end of year					
2	Aggregate value of contributions to (during year)					
3	Aggregate value of grants from (during year)					
4	Aggregate value at end of year					
5	Did the organization inform all donors and donor advisors in w	vriting that the assets held in donor advis	sed funds			
	are the organization's property, subject to the organization's e	exclusive legal control?				
6	Did the organization inform all grantees, donors, and donor ac					
	for charitable purposes and not for the benefit of the donor or	donor advisor, or for any other purpose	conferring			
	impermissible private benefit?	· · · · ·				
Pa						
1	Purpose(s) of conservation easements held by the organizatio					
	Preservation of land for public use (for example, recreat		f a historically important land area			
	Protection of natural habitat		f a certified historic structure			
	Preservation of open space					
2	Complete lines 2a through 2d if the organization held a qualifi	ed conservation contribution in the form	of a conservation easement on the last			
-	day of the tax year.		Held at the End of the Tax Yea			
а			2a			
b	<b>_</b>					
c	Number of conservation easements on a certified historic stru					
	Number of conservation easements included in (c) acquired at					
d		ter Suly 20,2000, and not off a	2d			
2						
3	Number of conservation easements modified, transferred, rele	eased, extinguished, or terminated by the	e organization during the tax			
4	year	amont is located				
4 5	Number of states where property subject to conservation ease					
5	Does the organization have a written policy regarding the peri- violations, and enforcement of the conservation easements it		Yes N			
6	Staff and volunteer hours devoted to monitoring, inspecting, h					
6	Stan and volunteer nours devoted to monitoring, inspecting, r	landing of violations, and emorcing con	servation easements during the year			
7	Amount of expenses incurred in menitoring increating hand	ing of violations, and onforcing concerns	tion accoments during the year			
7	Amount of expenses incurred in monitoring, inspecting, handl	ing of violations, and emorcing conserva	ation easements during the year			
8	Does each conservation easement reported on line 2(d) above	a action the requirements of eastion 170				
0						
9	and section 170(h)(4)(B)(ii)? Yes In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and					
9						
	balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the					
Pa	organization's accounting for conservation easements. TIII Organizations Maintaining Collections of	Art. Historical Treasures. or O	ther Similar Assets.			
	Complete if the organization answered "Yes" on Form					
10			and balance sheet works			
Id	a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public					
			-			
	service, provide in Part XIII the text of the footnote to its finan-					
b	If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of					
	art, historical treasures, or other similar assets held for public	exhibition, education, or research in furt	herance of public service,			
	provide the following amounts relating to these items:		•			
	(i) Revenue included on Form 990, Part VIII, line 1					
2	If the organization received or held works of art, historical trea		al gain, provide			
	the following amounts required to be reported under FASB AS	-				
а	Revenue included on Form 990, Part VIII, line 1		\$			
b	Assets included in Form 990, Part X		\$			

Sche		ANCASTER					15-47		1 р	<sub>age</sub> 2
Par	t III Organizations Maintaining C	ollections of Art	t, Historical T	reasures, or	r Other	Similar	Assets	(contii	nued)	
3	Using the organization's acquisition, accessi	on, and other records	s, check any of th	e following that	make sig	nificant u	se of its			
	collection items (check all that apply):									
а	Public exhibition	d	I 🗌 Loan or e	exchange progra	ım					
b	Scholarly research	е	Other							
с	Preservation for future generations									
4	Provide a description of the organization's co	ollections and explair	n how they furthe	r the organizatio	n's exem	pt purpos	e in Part	XIII.		
5	During the year, did the organization solicit of	or receive donations o	of art, historical tr	easures, or othe	er similar a	assets		_		_
	to be sold to raise funds rather than to be ma							Yes		No
Par	t IV Escrow and Custodial Arran reported an amount on Form 990, Pa		ete if the organiza	tion answered "	Yes" on F	Form 990,	Part IV, I	ine 9, or		
	· · · ·		ion for contributi	and at other and	oto pot in	aludad				
1a	Is the organization an agent, trustee, custod							Yes		No
Ь	on Form 990, Part X?						∟	lites		
U		and complete the lon	iowing table.					Amoun	t	
с	Reginning balance					1c		,	-	
	Beginning balance Additions during the year					1d				
ц В	Distributions during the year									
f	Ending balance					1f				
2a	Did the organization include an amount on F							Yes		No
	If "Yes," explain the arrangement in Part XIII.							_		]
Par						).				
		(a) Current year	<b>(b)</b> Prior year	(c) Two year	rs back 🛛 (	<b>d)</b> Three ye	ears back	(e) Fou	r years	back
1a	Beginning of year balance									
b	Contributions									
с	Net investment earnings, gains, and losses									
d	Grants or scholarships									
е	Other expenditures for facilities				_					
	and programs									
f	Administrative expenses									
g	End of year balance									
2	Provide the estimated percentage of the cur	•	e (line 1g, column	(a)) held as:						
а	Board designated or quasi-endowment		_%							
b	Permanent endowment	%								
С		<u>%</u>								
	The percentages on lines 2a, 2b, and 2c sho									
3a	Are there endowment funds not in the posse	ession of the organiza	tion that are held	and administer	ed for the	•		1		
	organization by:								Yes	No
	(i) Unrelated organizations							3a(i)		
	(ii) Related organizations							3a(ii)		
b	If "Yes" on line 3a(ii), are the related organiza			{?				3b		
4 Par	t VI Land, Buildings, and Equipm		wment funds.							
1 4	Complete if the organization answere		Part IV line 11a	See Form 990	Part X li	ne 10				
	· •						4		le volu	
	Description of property	(a) Cost or o basis (investn	• • •	ost or other sis (other)	. ,	cumulate reciation	a	( <b>d)</b> Boo	k valu	e
1-	Land	· · · ·			ucp	Solution				
	Land									
	Buildings Leasehold improvements			338,963.	1	84,61	5.	15	<u>4</u> ٦	48.
	Equipment			389,962.		59,80			<u>1,5</u>	
	Other								- 1 -	•
	. Add lines 1a through 1e. (Column (d) must e	aual Form 000 Dart	Y column (P) line	100				18	4,5	02-
TOLD		quai romi 990, Parto	$\wedge$ country (B). Ine	<del>, 100,1</del>						

Schedule D (Form 990) 2022

Schedule D (Form 990) 2022 ILEAD LANCAS	IER	4J-4700101 Pa
Part VII Investments - Other Securities.		
Complete if the organization answered "Yes" or	n Form 990, Part IV, line	11b. See Form 990, Part X, line 12.
(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		

## Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.)

#### Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.)		

#### Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) RIGHT-OF-USE-ASSET - FINANCE	13,253,568.
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990. Part X. col. (B) line 15.)	13,253,568.
Part X Other Liabilities.	
Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 2	5.
1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) FINANCE LEASE LIABILITY	13,455,775.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	

Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)

Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... X

13,455,775.

Sche	edule D (Form 990) 2022 ILEAD LANCASTER		45-	4768181	Page 4
Pa	rt XI Reconciliation of Revenue per Audited Financial Stateme	ents With Reven	ue per Return.		
	Complete if the organization answered "Yes" on Form 990, Part IV, line 12	a.			
1	Total revenue, gains, and other support per audited financial statements		1	12,060	,632.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
а	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
с	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)				
е	Add lines 2a through 2d		2e		0.
3	Subtract line 2e from line 1		3	12,060	<u>,632.</u>
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
а	Investment expenses not included on Form 990, Part VIII, line 7b	<b>4a</b>			
b	Other (Describe in Part XIII.)	4b			
С	Add lines 4a and 4b		4c		0.
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)			12,060	,632.
Pa	rt XII Reconciliation of Expenses per Audited Financial Statem	•	nses per Retur	n.	
	Complete if the organization answered "Yes" on Form 990, Part IV, line 12	a.	I		
1	Total expenses and losses per audited financial statements		1	11,642,	,655.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
а	Donated services and use of facilities	2a			
b	Prior year adjustments	<b>2</b> b			
С	Other losses				
d	Other (Describe in Part XIII.)				
е	Add lines <b>2a</b> through <b>2d</b>				0.
3	Subtract line <b>2e</b> from line <b>1</b>		3	11,642	,655.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
а	Investment expenses not included on Form 990, Part VIII, line 7b		_		
b	Other (Describe in Part XIII.)	4b	_		
С					0.
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)			11,642	,655.
Pa	rt XIII Supplemental Information.				

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

## PART X, LINE 2:

MANAGEMENT BELIEVES ALL OF ITS SIGNIFICANT TAX POSITIONS WOULD BE UPHELD

#### UNDER EXAMINATION; THEREFORE, NO PROVISION FOR INCOME TAX HAS BEEN

#### RECORDED.

SCH	EDU	JLE	Е

(Form 990)

## Schools

OMB No. 1545-0047

ZUZZ

Department of the Treasury Internal Revenue Service

#### Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or Form 990-EZ, Part VI, line 48.

Attach to Form 990 or Form 990-EZ.

					Open to Public		
Nam	e of the organizatio		Employer i	identificati		nbe	
	5	ILEAD LANCASTER		5-4768			
Pa	rt I				-		
					YES	N	
1	Does the organiza	tion have a racially nondiscriminatory policy toward students by statement in its charter,					
	bylaws, other gove	erning instrument, or in a resolution of its governing body?		1	Х		
2		tion include a statement of its racially nondiscriminatory policy toward students in all its broch					
	catalogues, and o	ther written communications with the public dealing with student admissions, programs, and	scholarship	s? 2	Х		
3	Has the organizati	on publicized its racially nondiscriminatory policy on its primary publicly accessible Internet					
	homepage at all ti	mes during its tax year in a manner reasonably expected to be noticed by visitors to the					
		ugh newspaper or broadcast media during the period of solicitation for students, or during th					
		if it has no solicitation program, in a way that makes the policy known to all parts of the gene	eral				
		es? If "Yes," please describe. If "No," please explain. If you need more space, use Part II	20	3	X	-	
		Y IS AVAILABLE ON THE SCHOOL'S WEBSITE AS WELL	AS	-			
	WITHIN TH	E SCHOOL'S CHARTER PETITION.					
				_			
				—			
4	Doos the organize	tion maintain the following?		-			
4	•	tion maintain the following? 9 the racial composition of the student body, faculty, and administrative staff?		4a	X		
a b		ting that scholarships and other financial assistance are awarded on a racially nondiscriminat		4b		X	
		by the scholarships and other mandal assistance are awarded on a racially hondisorminate	01 y 04313 :				
•	•	ssions, programs, and scholarships?		4c	х		
d		rial used by the organization or on its behalf to solicit contributions?			Х		
		lo" to any of the above, please explain. If you need more space, use Part II.					
		IZATION IS A TUITION-FREE PUBLIC CHARTER SCHOOL	;				
		, SCHOLARSHIPS AND FINANCIAL ASSISTANCE ARE NOT	1				
	APPLICABL	Ε.					
5	Does the organiza	tion discriminate by race in any way with respect to:					
а		r privileges?				X	
b	Admissions policie	25?		<u>5b</u>		X	
с	Employment of fac	culty or administrative staff?		<u>5c</u>		X	
		her financial assistance?				X	
е	Educational policie	25?		<u>5e</u>		X	
f		~				X	
		? 				X	
n	Other extracurricu	lar activities?		<u>5h</u>			
	ii you answered "	es" to any of the above, please explain. If you need more space, use Part II.					
				—			
				-			
				—			
6a	Does the organiza	tion receive any financial aid or assistance from a governmental agency?		6a	Х		
		on's right to such aid ever been revoked or suspended?		6b		x	

If you answered "Yes" on either line 6a or line 6b, explain on Part II.

7 Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, as modified by Rev. Proc. 2019-22, 2019-22 I.R.B. 1260, covering racial nondiscrimination? If "No," explain on Part II

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

7 Schedule E (Form 990) 2022

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Schedule E (Form 990) 2022 ILEAD LANCASTER	45-4768181 Page 2
Part II Supplemental Information. Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7,	, as
applicable. Also provide any other additional information. See instructions.	
LINE 6 - EXPLANATION OF GOVERNMENT FINANCIAL AID:	
AS A PUBLIC CHARTER SCHOOL, THE ORGANIZATION RECEIVES GOVERN	MENTAL FUNDING
FROM THE U.S. AND CALIFORNIA DEPARTMENTS OF EDUCATION.	
	,

SC	HEDULE J	Compensation In	formation	1	OMB No. 1	1545-004	47		
(Fo	rm 990)	For certain Officers, Directors, Trustees,			20	2022			
		Compensated Emp			20	<u> </u>	-		
Dena	tment of the Treasury	Complete if the organization answered "Yes Attach to Form			Open to	Publ	ic		
Intern	al Revenue Service	Go to www.irs.gov/Form990 for instructio			Inspe				
Nam	e of the organization			Employer ide			nber		
		ILEAD LANCASTER		45-47	6818	1			
Ра	rt I Question	Regarding Compensation							
						Yes	No		
1a		ate box(es) if the organization provided any of the following		990,					
		line 1a. Complete Part III to provide any relevant information	<b>v v</b>						
	First-class or c		g allowance or residence for perso						
	Travel for companions Payments for business use of personal residence								
			or social club dues or initiation fee						
		pending account Person	al services (such as maid, chauffel	ir, cnet)					
Ŀ									
D	•	on line 1a are checked, did the organization follow a writte			1b				
0		rovision of all of the expenses described above? If "No," of			di				
2	•	require substantiation prior to reimbursing or allowing ex	•		2				
	trustees, and onice	s, including the CEO/Executive Director, regarding the ite							
3	Indicate which if ar	y, of the following the organization used to establish the c	ompensation of the organization's						
•		ctor. Check all that apply. Do not check any boxes for me							
		tion of the CEO/Executive Director, but explain in Part III.							
	Compensation		employment contract						
	·		nsation survey or study						
			al by the board or compensation c	ommittee					
4	During the year, did	any person listed on Form 990, Part VII, Section A, line 1a	a, with respect to the filing						
	organization or a re	ated organization:							
а			4a		X				
b	Participate in or rec	eive payment from a supplemental nonqualified retirement	plan?		4b		X		
с	Participate in or rec	eive payment from an equity-based compensation arrange	ment?		4c		X		
	If "Yes" to any of lin	es 4a·c, list the persons and provide the applicable amour	nts for each item in Part III.						
_		)(3), 501(c)(4), and 501(c)(29) organizations must compl							
5		n Form 990, Part VII, Section A, line 1a, did the organizati	on pay or accrue any compensatio	n					
	contingent on the re				_		v		
a	The organization?				5a		X		
a		ation?			5b		X		
c		r 5b, describe in Part III.		n					
6		n Form 990, Part VII, Section A, line 1a, did the organizati	on pay or accrue any compensatio	11					
~	contingent on the n	-			6a		X		
a h	Any related organiz	ation?			6b		X		
U.		r 6b, describe in Part III.			00				
7		n Form 990, Part VII, Section A, line 1a, did the organizati	on provide any nonfixed navments						
'		es 5 and 6? If "Yes," describe in Part III			7		x		
8		reported on Form 990, Part VII, paid or accrued pursuant t			,		<u> </u>		
5		ption described in Regulations section 53.4958-4(a)(3)? If			8		x		
9		d the organization also follow the rebuttable presumption							
	Regulations section				9				
		duction Act Notice, see the Instructions for Form 000		Sabadul			0000		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2022

#### 45-4768181

Page **2** 

#### Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

<b>(A)</b> Name and Title		(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			(C) Retirement and (D) Nontaxable benefits		(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B)
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation	compensation			reported as deferred on prior Form 990
(1) NYKOLE KENT	(i)	129,826.	0.	0.	22,828.	4,770.	157,424.	0.
DIRECTOR	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)					_		
	(i)							
	(ii)							
	(i) (ii)							
	(i)							
	(i) (ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)				1			1

Schedule J (For	rm 990) 2022
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#### Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

DRAF

SCHEDULE O (Form 990)

Name of the organization

# Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. Attach to Form 990 or Form 990-EZ. Go to www.irs.gov/Form990 for the latest information.



Employer identification number 45 - 4768181

ILEAD LANCASTER

FORM 990, PART VI, SECTION A, LINE 8B:

THERE ARE NO COMMITTEES WITH AUTHORITY TO ACT ON BEHALF OF THE BOARD.

FORM 990, PART VI, SECTION B, LINE 11B:

A DRAFT OF THE FORM 990 IS PROVIDED TO MANAGEMENT AND DISBURSED TO THE

BOARD MEMBERS FOR REVIEW AND COMMENT. MANAGEMENT WILL FINALIZE AFTER

RECEIVING ANY INPUT OR FEEDBACK FROM THE BOARD.

FORM 990, PART VI, SECTION B, LINE 12C:

MANAGEMENT AND MEMBERS OF THE BOARD MUST ANNUALLY COMPLETE THE CA FORM 700

STATEMENT OF ECONOMIC INTEREST.

FORM 990, PART VI, SECTION B, LINE 15:

MANAGEMENT COMPENSATION IS REVIEWED AND APPROVED BY THE BOARD AT A PUBLIC

MEETING AND DOCUMENTED IN A WRITTEN EMPLOYMENT AGREEMENT.

FORM 990, PART VI, SECTION C, LINE 19:

PUBLIC DOCUMENTS ARE AVAILABLE UPON REQUEST.

## TAX RETURN FILING INSTRUCTIONS

CALIFORNIA FORM 199

#### FOR THE YEAR ENDING

JUNE 30, 2023

#### PREPARED FOR:

ILEAD LANCASTER 254 EAST AVENUE K-4 LANCASTER, CA 93535

#### PREPARED BY:

CHRISTY WHITE ASSOCIATES 348 OLIVE STREET SAN DIEGO, CA 92103

#### TO BE SIGNED AND DATED BY:

NOT APPLICABLE

#### AMOUNT OF TAX:

TOTAL TAX	\$0
LESS: PAYMENTS AND CREDITS	\$0
PLUS: OTHER AMOUNT	\$0
PLUS: INTEREST AND PENALTIES	\$0
NO PAYMENT IS REQUIRED	\$0
OVERPAYMENT:	
CREDITED TO YOUR ESTIMATED TAX	\$0
OTHER AMOUNT	\$0
REFUNDED TO YOU	\$0

#### MAKE CHECK PAYABLE TO:

NOT APPLICABLE

#### MAIL TAX RETURN AND CHECK (IF APPLICABLE) TO:

THIS RETURN HAS QUALIFIED FOR ELECTRONIC FILING. PLEASE REVIEW THE RETURN FOR COMPLETENESS AND ACCURACY. WE WILL THEN TRANSMIT YOUR RETURN ELECTRONICALLY TO THE FTB. DO NOT MAIL THE PAPER COPY OF THE RETURN TO THE FTB.

#### **RETURN MUST BE MAILED ON OR BEFORE:**

NOT APPLICABLE

#### SPECIAL INSTRUCTIONS:

	202	2 Annual Informa	ation Return					19	9
Ca	lendar Year	2022 or fiscal year beginning (mm/dd/yyyy)	07/01/2022	, and ending (m	nm/dd/yyyy	/)	06	5/30/2023	<u> </u>
Cor	poration/Org	anization name			Califo	ornia corpo	oration	number	
							~ - ~		
					FEII	<u>3411</u>	279		
Auc	utional morn	nation. See instructions.				45-4	768	181	
Stre	eet address (s	suite or room)				PMB no.	700	101	
		ST AVENUE K-4							
City				S	State	ZIP code			
$\mathbf{L}$	ANCAS	TER			CA	9353	5		
For	eign country	name	Foreign province/state/county			Foreign p	ostal co	ode	
_									
A	First retu			e organization have			•		
В		l return		ported to the FTB? S					X No
C		ion 4947(a)(1) trust		mpt under R&TC Se			-		X No
D		rmation return? Dissolved Surrendered (Withdrawn)		ed in political activit organization exemp					X NO
		(mm/dd/yyyy)		s," enter the gross re				•	
Е		counting method: (1) Cash (2) $X$ A		organization a limite	•				X No
F				e organization file F					
	(4) <b>X</b>	Other 990 series	report	taxable income?					X No
G		group filing? See instructions							
Н		ganization in a group exemption		udited in a prior year					X No
	lf "Yes," v	vhat is the parent's name?		eral Form 1023/1024				Yes	X No
				iled with IRS					
P	art I (	complete Part I unless not required to file th	is form. See General Information F	and C					
-		1 Gross sales or receipts from other sou				•	1	49,2	295 00
		2 Gross dues and assessments from me					2	· ·	00
		3 Gross contributions, gifts, grants, and					3	12,011,3	337 00
,	Receipts	4 Total gross receipts for filing requirem							
	and	This line must be completed. If the r					4	12,060,6	<u>532 00</u>
R	levenues	5 Cost of goods sold				00			
		6 Cost or other basis, and sales expense				00	-		
		<ul> <li>7 Total costs. Add line 5 and line 6</li> <li>8 Total gross income. Subtract line 7 from the statement of the s</li></ul>				•	7	12,060,6	00 632 00
_		9 Total expenses and disbursements. Fr					9	11,642,6	
E	xpenses	10 Excess of receipts over expenses and					10	417,9	
		11 Total payments					11	· ·	00
		12 Use tax. See General Information K				•	12		00
		13 Payments balance. If line 11 is more t				-	13		00
F	iling Fee	14 Use tax balance. If line 12 is more that	1 line 11, subtract line 11 from line	12		•	14		00
		<b>15</b> Penalties and interest. See General Inf					15		00
_		16 Balance due. Add line 12 and line 15. Under penalties of perjury, I declare that I have exam it is true, correct, and complete. Declaration of prepa	Then subtract line 11 from the resu ined this return, including accompanying s	IIt chedules and statement	s, and to the	best of m	16 y knowl	edge and belief,	00
Sig		it is true, correct, and complete. Declaration of prepa		ormation of which prepa		nowledge.			
He	re	Signature of officer		CTOR	Date			• Telephone (661) 722-	-4287
				Date	Check it	f		• PTIN	
		Preparer's signature				ployed	· 🖂	P02370487	
Pa	id	Firm's name						Firm's FEIN	
Pre	eparer's	(or yours, if self-						27-2956198	3
Us	e Only	employed) 348 OLIVE STRE						• Telephone	0000
		SAN DIEGO, CA							-8222
		May the FTB discuss this return with the pre	parer shown above? See instruction	ns		• X	Yes	No	

**California Exempt Organization** 

TAXABLE YEAR

L

022

228941 01-10-23

FORM

#### ILEAD LANCASTER

Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.

.

417,977

	1	Gross sales or receipts from all b	usinges activities. See instruc	tions	•	1	
	-					2	30
2 Interest 3 Dividends					2		
Receipts	4					4	
•	5	Gross rents				5	
rom )ther						6	
Sources	7	Otbor income		SEE STA	ΤΕΜΕΝΤ 1	7	49,265
bources	8	Other income Total gross sales or receipts fron	a athar aguraga Add ling 1 th			8	49,295
				-		0 9	49,295
	9 10	Contributions, gifts, grants, and s				10	
	11	Disbursements to or for members Compensation of officers, director	s and tructore	ናፑፑ ናጥል	<b>TEMENT 2</b>	11	136,786
	12					12	4,724,052
xpenses	13	Other salaries and wages				13	893,460
· .	14	Interest				13	213,337
nd )isburse-		Taxes				14	439,581
	15	Rents				16	135,558
nents	16	Depreciation and depletion (See i Other expenses and disbursemen	to	ሮፑፑ ሮጥኔ	TEMENT 3 •	17	5,099,881
	17	Total expenses and disbursemen	to Add ling 0 through ling 17			18	11,642,655
Schedu		Balance Sheet	Beginning of t				able year
ssets			(a)	(b)	(c)		(d)
		l l	("	5,644,847	(0)		• 7,431,07
		s receivable		2,210,584			• 2,886,31
		ceivable		2,210,304			• 2,000,51
							•
		state government obligations					•
		in other bonds					•
		in stock			_		•
		ans					•
		nents					•
o otilori In a Deni	reciahl	le assets	728,925		728,9	25	-
h Less		mulated depreciation	( 498,299)	230,626	( 544,42		184,50
			( 1507155 /	2307020	<u> </u>	<u> </u>	•
1 Lanu	accate	STMT 4		13,620,391			• 13,658,05
				21,706,448			24,159,95
iabilities a				21,700,110			21/100/00
4 Accour				1,525,362			• 2,009,48
		s, gifts, or grants payable					•
		otes payable					•
		ayable					•
<b>8</b> Otherl	iahiliti	es STMT 5		14,469,557			16,020,96
		or principal fund		,_0,,00,			•
		al surplus. Attach reconciliation					•
		nings or income fund		5,711,529			• 6,129,50
		ies and net worth		21,706,448			24,159,95
Schedu		I-1 Reconciliation of income p	er books with income per ret	urn	μ		,,
1 Net inc	ome r	Do not complete this sched per books		E L, line 13, column (d), is less 977 7 Income recorded			
		ne tax			is return. Attach schedul	e	•
3 Excess	of car	pital losses over capital gains	•	8 Deductions in this		e	-
		ecorded on books this year.		against book inco	•		
- Πισοπιά Δttach				Δttach schedule	nio ano your.		

022

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3652224

ILEAD LANCASTER

45 - 4768181

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CA 199	OTHER INCOME	STATEMENT 1
DESCRIPTION		AMOUNT
OTHER INCOME STUDENT ACTIVITIES		1,282. 47,983.
TOTAL TO FORM 199, PART II,	LINE 7	49,265.

CA 199	COMPENSATION O	F OFFICERS,	DIRECTORS AND TRUSTEES	STATEMENT 2
NAME AND A	DDRESS		TITLE AND AVERAGE HRS WORKED/WK	COMPENSATION
NYKOLE KEN 254 EAST A LANCASTER,			DIRECTOR 40.00	136,786.
LATORRA SA 254 EAST A LANCASTER,			CHAIR 1.00	0.
BETH CARR- 254 EAST A LANCASTER,	VENUE K-4	R	TREASURER 1.00	0.
LA NESHAE 254 EAST A LANCASTER,			SECRETARY 1.00	0.

TOTAL TO FORM 199, PART II, LINE 11

136,786.

#### 45-4768181

CA 199	OTHER EXPENSES	STATEMENT 3

DESCRIPTION	AMOUNT
BOOKS AND SUPPLIES	1,362,155.
SHARED SUPPORT SERVICES	1,125,684.
SPECIAL ED SERVICES	640,718.
CHARTER AUTHORIZER FEES	82,203.
PENSION PLAN CONTRIBUTIONS	559,402.
OTHER EMPLOYEE BENEFITS	495,779.
LEGAL FEES	47,124.
ACCOUNTING FEES	171,888.
OTHER PROFESSIONAL FEES	374,542.
ADVERTISING AND PROMOTION	14,082.
OFFICE EXPENSES	71,270.
INFORMATION TECHNOLOGY	42,817.
TRAVEL	31,046.
CONFERENCES AND CONVENTIONS	33,739.
INSURANCE	47,432.
TOTAL TO FORM 199, PART II, LINE 17	5,099,881.

TOTAL TO FORM 199, PART 11, LINE 17

5,099,881.

CA 199 OTHER ASSETS		STATEMENT 4
DESCRIPTION	BEG. OF YEAR	END OF YEAR
PREPAID EXPENSES AND DEFERRED CHARGES INTANGIBLE ASSETS RIGHT-OF-USE-ASSET - FINANCE	18,045. 0. 13,602,346.	46,749. 357,734. 13,253,568.
TOTAL TO FORM 199, SCHEDULE L, LINE 12	13,620,391.	13,658,051.

CA 199 O	THER LIABILITIES		STATEMENT 5
DESCRIPTION		BEG. OF YEAR	END OF YEAR
FINANCE LEASE LIABILITY DEFERRED REVENUE	-	13,602,346. 867,211.	13,455,775. 2,565,187.
TOTAL TO FORM 199, SCHEDULE L, LI	NE 18	14,469,557.	16,020,962.

ILEAD LANCASTER

45 - 4768181

CA 199 FUND BALANCES		STATEMENT 6
DESCRIPTION	BEG. OF YEAR	END OF YEAR
NET ASSETS WITHOUT DONOR RESTRICTIONS	5,711,529.	6,129,506.
TOTAL TO FORM 199, SCHEDULE L, LINE 21	5,711,529.	6,129,506.

# DRAFT

TAXABLE YEAR <b>2022</b>	California e-file Return Aut Exempt Organizations	horization for		FORM 8453-EO
Exempt Organization name				Identifying number
ILEAD LANC	ASTER			45-4768181
Part I Electronic	Return Information (whole dollars only)			
1 Total gross rec	ipts (Form 199, line 4)			1 12,060,632
2 Total gross inc	me (Form 199, line 8)			2 12,060,632
3 Total expenses	and disbursements (Form 199, line 9)			3 11,642,655
Part II Settle Yo	r Account Electronically for Taxable Year 2022			
4 Electronic	unds withdrawal <b>4a</b> Amount	4b Withdrawal da	ate (mm/dd/y	yyy)
Part III Banking I	formation (Have you verified the exempt organization	on's banking information?)		
5 Routing number		_	_	
6 Account numbe		7 Type of account:	Checking	Savings
	n of Officer			
I authorize the exempt on line 4a.	rganization's account to be settled as designated in Part II.	If I check Part II, box 4, I authorize a	n electronic fun	ids withdrawal for the amount listed
transmitter, or interme California electronic re a balance due return, l organization will remai statements be transmit	ry, I declare that I am an officer of the above exempt organi iate service provider and the amounts in Part I above agree Irn. To the best of my knowledge and belief, the exempt orgon inderstand that if the Franchise Tax Board (FTB) does not re liable for the fee liability and all applicable interest and pen ed to the FTB by the ERO, transmitter, or intermediate service FTB to disclose to the ERO or intermediate service provi	with the amounts on the correspond anization's return is true, correct, an ceive full and timely payment of the alties. I authorize the exempt organize provider. If the processing of the der the reason(s) for the delay.	ing lines of the d complete. If t exempt organiz ation return and	exempt organization's 2022 he exempt organization is filing ation's fee liability, the exempt d accompanying schedules and
Sign	of officer Date	DIRECTOR	_	
Here Signatur	Date			
Part V Declaration	n of Electronic Return Originator (ERO) and Paid I	Preparer.		
am only an intermediat accurately reflects the provided the organizati 1345, 2022 Handbook the exempt organizatio I declare that I have ex	ewed the above exempt organization's return and that the e service provider, I understand that I am not responsible fo ata on the return.) I have obtained the organization officer's n officer with a copy of all forms and information that I will or Authorized e-file Providers. I will keep form FTB 8453-EC return is filed, whichever is later, and I will make a copy av mined the above exempt organization's return and accompa ete. I make this declaration based on all information of whic	reviewing the exempt organization's signature on form FTB 8453-EO befor file with the FTB, and I have followed on file for <b>four</b> years from the due ailable to the FTB upon request. If I a nying schedules and statements, and	s return. I decla pre transmitting I all other requi date of the retu m also the paid	re, however, that form FTB 8453-E0 ) this return to the FTB; I have rements described in FTB Pub. Irn or <b>four</b> years from the date I preparer, under penalties of perjury,
ERO's		Date Check if	Check	ERO'S PTIN
ERO signature	CHRISTY WHITE	also paid preparer	X if self- employ	ed 🔲 P02370487
Must Firm's name (o		<b>TES</b>		Firm's FEIN $27 - 2956198$
Sign if self-employe and address	► 348 OLIVE STREET			
Inder populties of peri	SAN DIEGO, CA	aturn and accompanying schodules	and statements	ZIP code 92103
	ry, I declare that I have examined the above organization's correct, and complete. I make this declaration based on all			, and to the best of my knowledge
Paid Paid prepare		Date	Check if self-	Paid preparer's PTIN
Preparer         Signatur           Must         Firm's n	me (or yours		employed	Firm's FEIN
Sign if self-en and add	ployed)			
				ZIP code

## iLEAD Lancaster Charter School

DISTRICT

#### **CERTIFICATION OF SIGNATURES**

As clerk/secretary to the governing board of the above named district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the district. These certifications are made in accordance with the provisions of Education Code Sections:

K-12 Districts: 35143, 42632, and 42633

Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the pe	riod of	June 18,2024 to June	30, 2027
In accordance with governing board approval of		lune 18, 2024 20	,
in accordance with governing board approval c		Signature	
		Clerk (Secretary) of the	Board
		Typed Name La NeShae Norwood	
<b>NOTE:</b> Please TYPE name under signature.		Clerk (Secretary) of the	Board
		Column 2	
Column 1		Signatures of Personnel and/or Members	of Governing Boar
Signatures of Members of the Governing Board	d	authorized to sign Orders for Salary or Co	ommercial Payments
SIGNATURE	INITIALS	Notices of Employment, and Contracts:	INITIALS
SIGNAL ONE	INITIALS		INTIALS
TYPED NAME		TYPED NAME	
Deborah Autrey		Deborah Autrey	
President of the Board of Trustees/Education		TITLE President	
SIGNATURE	INITIALS	SIGNATURE	INITIALS
TYPED NAME		TYPED NAME	I
La NeShae Norwood		Beth Carr-Knudson	
Clerk/Secretary of the Board of Trustees/Educ		TITLE Treasurer	
SIGNATURE	INITIALS	SIGNATURE	INITIALS
TYPED NAME		TYPED NAME	
Eric Becker		Eric Becker	
Member of the Board of Trustees/Education		TITLE School Director	
SIGNATURE	INITIALS	SIGNATURE	INITIALS
TYPED NAME		TYPED NAME	
Bridget Howitt			
Member of the Board of Trustees/Education			
SIGNATURE	INITIALS	SIGNATURE	INITIALS
TYPED NAME		TYPED NAME	I
Beth Carr-Knudson			
Member of the Board of Trustees/Education		TITLE	
SIGNATURE	INITIALS	SIGNATURE	INITIALS
TYPED NAME		TYPED NAME	
Member of the Board of Trustees/Education		TITLE	
SIGNATURE	INITIALS	SIGNATURE	INITIALS
TYPED NAME		TYPED NAME	I
Member of the Deerd of Twets as / Education			
Member of the Board of Trustees/Education		TITLE Number of Signatures required:	
If the Board has given special instructions for s or orders, please attach a copy of the resolutio			COMMERCIAL PAYMENTS

Number of Signatures required.		
ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMEN	
1	1	
NOTICES OF EMPLOYMENT	CONTRACTS	
1	1	



# iLEAD Lancaster 2024 - 2025 Regular Scheduled Board Meeting

Board Approved:

All meetings will be held at 6:30 p.m. unless otherwise publicly noticed.

Special Board Meetings may be scheduled as needed with 24-hour public notice.

 September 17, 2024

 October 15, 2024

 November 12, 2024

 December 17, 2024

 February 18, 2025

 March 18, 2025

 May 20, 2025

 June 18, 2025 - Wednesday 7:00 pm

June 25, 2025 - Wednesday 7:00 pm

## SPECIAL EDUCATION RESOURCE SHARING AGREEMENT

This Special Education Resource Sharing Agreement ("*Agreement*") is entered into as of July 1, 2024 ("*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 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 and model.

**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, counselors, 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 administrative services, psychologists, speech and language services, occupational therapy and adaptive physical education services, assistive technology support, behavioral support, and other compliance-related oversight as needed.

**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 Resource Sharing Agreement between the Parties—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 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.

a. 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*").

b. The Parties understand and agree that only Student Support Shared Resources provided within a 75-mile radius of a Party's authorizer or resource center are intended to be

included in the cost allocation set forth in Section 2. When Student Support Shared Resources are needed by a Party outside of the 75-mile radius, iCA in its sole discretion will determine whether iCA special education personnel are available to provide such services as part of the Student Support Shared Resources included in the cost allocation. If iCA personnel are not available, or become unavailable, iCA will assist the Party in procuring the services from an outside provider and all costs for the services will be billed directly to the relevant Party and will not be part of the cost allocation covered by this Agreement.

c. Any time iCA special education personnel are required to travel more than 75 miles one-way in order to provide Student Support Shared Resources, mileage will be billed directly to the relevant Party and is not part of the cost allocation covered by the Agreement.

d. On the last day of each month, iCA personnel will prepare a report identifying the special education students enrolled in the Party's school as of the last day of the month. The 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 the report upon request from another Party, in the invoice approval process.

**3. Monthly Invoicing and Payment.** iCA will generate monthly invoices for each Party's iCA Shared Resources cost. Each invoice will include the total costs of the Student Support Shared Resources by 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. An annual reconciliation will occur upon the close of each Party's audit, and payments or reimbursements will be provided within ninety (90) days of the close of the audit.

**4.** 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.

5. 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, employees of another Party, or students, 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 with 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 Student 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 student 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.

## 6. 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 student(s), iCA will assist the Party in drafting goals and objectives for review and consideration at the student(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 student may require an evaluation, reevaluation, different services, or an IEP team meeting. v. When iCA provides direct educational services to a Party's student(s), iCA will do so as described in the IEP of the eligible student and will prepare all required reporting of student 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.

7. 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 proceedings or investigation.

**8.** Nonpublic School/Agency Placement and Services. If an IEP team determines that a student 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 ("NPS") and paying all costs associated with such placement. The iCA team will advise and assist in this process by, for example, locating possible program options, assisting in coordination of NPS site visits, participating in NPS visits as appropriate, collaborating with the NPS sites on appropriateness of placement, and collaboration with the SELPA, however, the responsibility for NPS placement and services is ultimately that of the relevant Party and LEA.

**9. Term and Termination.** The term of this Agreement commences on July 1, 2024, and continues through June 30, 2026, 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 after the effective date of such termination, (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.

## 10. 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.

**11. 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 except to the extent it involves Confidential Information or privileged information for any one Party (for example, employment records), in which case it belongs to that Party, or to the extent it is governed or otherwise addressed by a separate written agreement among the Parties.. 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.

**12. 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, student 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, the 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 student education records, as that term is defined by and for purposes of FERPA, thereby allowing iCA to

access personally identifiable information from student 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 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.

**13. Student 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 Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("*COPPA*"), and other applicable state and federal laws pertaining to student information and privacy.

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**14. 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.

**15. 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.

**16. 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.

**17. 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 ordinarily 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.

**18. 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 insure to the benefit of, the Parties and their respective successors and assigns.

19. 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 within twenty (20) days 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 involved Parties shall equally share 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.

**20.** 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:

ATTN: Amanda FischerATTN: Sajae Davison1720 Sierra Highway, Suite A43301 Division Street, Unit 305Acton, CA 93510Lancaster, CA 93535amanda.fischer@ileadcalifornia.orgsajae.davison@empowergeneration.org	1720 Sierra Highway, Suite A Acton, CA 93510	43301 Division Street, Unit 305 Lancaster, CA 93535
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To: iLEAD Agua Dulce	To: Santa Clarita Valley International
ATTN: Lisa Latimer	ATTN: Martha Spansel Pellico/ Chad Powell
11311 Frascati Street,	28060 Hasley Canyon Road
Agua Dulce, CA 91390	Castaic, CA 91384
<u>lisa.latimer@ileadaguadulce.org</u>	<u>director@scvi-k12.org</u>
To: iLEAD Lancaster	To: iLEAD Online Charter School ATTN:
ATTN: Deborah Autrey	Kate Wolfe
254 E. Ave K-4	1720 Sierra Highway, Suite B Acton, CA
Lancaster, CA 93535	93510
<u>deborah.autrey@ileadlancaster.org</u>	<u>kate.wolfe@ileadonline.org</u>

**21. 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.

**22. 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.

**23. 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

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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.

**24.** 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.

**25.** 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.

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

**27.** 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.

**28.** 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.

iLEAD California Charters 1, a California	Empower Generations, a California nonprofit
nonprofit public benefit corporation	public benefit corporation
CEO: Amanda Fischer	Director: Sajae Davison
Signature:	Signature:
Date:	Date:
iLEAD Agua Dulce, a California nonprofit	Santa Clarita Valley International, a California
public benefit corporation	nonprofit public benefit corporation
Director: Lisa Latimer	Director: Martha Spansel-Pellico/ Chad Powell
Signature:	Signature:
Date:	Date:

iLEAD Lancaster, a California nonprofit public benefit corporation Director: Deborah Autrey Signature: Date: iLEAD Online, a California nonprofit public benefit corporation Director: Kate Wolfe 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 STUDENT SERVICES:**

• <u>Occupational Therapist(s)</u>: Conduct and review occupational therapy assessments, participate in IEP meetings, supervise certified occupational therapy assistants, provide consultative services, and provide direct services to learners who have occupational therapy as a related service under their IEP.

• <u>Certified Occupational Therapy Assistant(s)</u>: Assist occupational therapists with assessments, clerical duties, and direct services to learners who have occupational therapy as a related service under their IEP.

• <u>Adapted Physical Education Coach(es)</u>: Conduct and review adapted physical education assessments, participate in IEP meetings, provide consultative services, and provide direct services to learners who have adapted physical education as a related service under their IEP.

• <u>Assistive Technology Specialists(s)</u>: Conduct assistive technology assessments, participate in IEP meetings, provide direct services, provide consultative services, provide training to school programs, and suggest strategies and supports for educational and academic needs.

• <u>School Psychologist(s)</u>: Conduct psycho-educational assessments, support the IEP Team in determining eligibility for special education services, provide consultative services, and suggest strategies and supports for educational, academic, and behavioral needs.

• <u>Speech and Language Pathologist(s)</u>: Assess, case manage, and coordinate IEP meetings for speech-only learners, provide consultative services, supervise the Speech/Language Pathologist Assistants, and provide direct speech services to learners.

• <u>Speech and Language Pathologist Assistant(s)</u>: Conduct speech therapy for learners with identified communication disorders, and assist the Speech/Language Pathologists with assessments and clerical duties.

• <u>Board Certified Behavior Analyst(s)</u>: Collaborate with the school team(s) to design and implement behavior support strategies, provide consultative services, administer Functional Behavioral Assessments (FBAs) and/or collaborate with other professionals to administer FBAs, review all FBAs, work with each Party to ensure

Behavior Intervention Plans are kept up to date and strategies are being implemented with fidelity, provide and/or ensure the provision of direct behavior consultation/supervision services to learners as outlined in the learner's IEP, provide behavior analytic support to care team, 1:1's, behavior support specialists, and any Party's team member as appropriate.

• <u>Behavior Intervention Specialist</u> (s): Conduct FBAs under the guidance of a Board Certified Behavior Analyst, provide consultative services, collaborate with the school team(s) to design and implement behavior support strategies, and work with each Party to ensure Behavior Intervention Plans are kept up to date and strategies are being implemented with fidelity, provide direct behavior consultation/supervision services to learners as outlined in the learner's IEP.

## **ADMINISTRATIVE AND OTHER SUPPORT:**

• <u>Directors & Deputy Directors of Student Support</u>: Assess learners for special education or disability-related services and oversee the assessment process, serve as the case manager for students with IEPs on a temporary basis, as needed, if an LEA loses a case manager, coordinate all IEP services and support staff, oversee outside contracts for related services such as OI, VT, or PT, oversee the Child Find process, oversee Independent Educational Evaluation ("IEE") requests and contracts with IEE providers, oversee, update, and ensure mental health policies are being implemented, oversee crisis interventions and coordinate crisis response teams, assist with 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, hold weekly department meetings and office hours as necessary, facilitate staff trainings, receive and handle records requests and student files, assist with recruiting, hiring and training special education staff, and other administrative support related to special education as reasonably requested.

• <u>Billing and Back Office Support</u>: Track and record outside provider service hours and assist with billing and accounts payable. Tracks all expenses relating to assistive technology, provider mileage, travel reimbursements, each Party's legal fees, due process complaints, settlement payments, low incidence reimbursements, creation of Individual Service Agreements (ISA) for outside vendors, and Educationally Related Mental Health Services ("ERMHS") reimbursements.

• <u>Assessment Assistance Support</u>: Track and record assessment plans; support in the management of paperwork for all assessment requests and the creation and sending/ receipt of all assessment plans; monitor and support triennial and initial timelines; manage Child Find process and all documentation; coordination and communication outside assessors including assign DHH, AT, PT, OI, audiology assessors; attend weekly collaboration meetings; track scheduling of assessment meetings to ensure timelines are met; track and record assessment materials; track and record assistive technology and other IEP required purchases.

• <u>Support Provided to Education Specialists</u>: Education Specialists are provided support through weekly regular department meetings, dissemination of important SELPA updates

and announcements weekly or as needed, compliance checks, creation of training, and implementation of training for all Education Specialists. Support in the hiring process for Education Specialists and support as needed in the administration of IEP meetings. Support in coaching interns or new staff with weekly regular meetings and support on writing IEPs, serve as administrator for IEPs. Support and coordinate with each Party's legal counsel in due process cases or other special education issues, weekly collaboration with point of contact education facilitators at each site, including lead Education Specialists. Complete IEP observations, and provide feedback to Directors about performance.

• <u>Support Provided to Student Support Care Team</u>: Each Party's student support care teams are supported through training, weekly regular department meetings, scheduling support, and coordination of professional development. Support the hiring of new care team and training, along with monitoring of service data and compliance, and providing feedback to Directors about performance.

• <u>Support Provided to Designated Instructional Services ("DIS") Counselor</u>: DIS counselors are supported through training, monthly compliance reviews, individual/department-wide coaching through weekly check-ins, IEP prep/ IEP consultation, administration, work with each Party to ensure mental health policy is being followed, run internship program, CDE and monthly SELPA audit completion, create curriculum/ resources for tier 1, 2, 3, provide crisis response protocols, establish/connect community partnerships.

## **Overview of changes to the Vacation Policy**

- Vacation time cannot be forfeited Many of the changes are a result of the existing language stating that unused vacation time will be forfeited. California law does not allow accrued vacation time to be forfeited. Once it is earned, it belongs to the employee. Vacation time must be paid out or rolled over into the next year.
- Since vacation time will now roll over into the next year, we have included a cap on the total amount of vacation time that can be accrued. That will protect the school from potentially having massive liability on the books for employees that continue to accrue without taking time off.
- Instead of front-loading the entire 15 days upon date of hire, employees will accrue vacation time throughout the year. This will avoid the circumstance where an employee is hired, then resigns two weeks later, and we are required to pay out all of their vacation time.
- We added language that vacation time cannot be "cashed out". The only time it will be paid out to an employee is upon their termination/resignation, or upon taking a new position in which they are no longer eligible to accrue vacation time.



## Purpose:

iLEAD Lancaster's paid vacation plan is a part of the benefits package extended to full-time, year-round staff members and is designed to provide employees with the opportunity to balance their work and home lives. The purpose of this policy is to provide eligible employees with flexibility from work that can be used for such needs as vacation, personal or family business, appointments, volunteerism, and other activities of the employee's choice. iLEAD's goal is to provide time for personal rejuvenation and to reduce unscheduled absences while providing reasonable accommodation to full time staff members without impacting employee compensation.

## Eligibility:

Staff members eligible for this benefit include non-instructional staff regularly scheduled and working 30 hours or more per week (.75 FTE) and 250 or more days per year.

## Accrual:

Employees are allocated vacation days when they are hired and on July 1st each year in accordance with the rate below. New employees are allocated hours on a prorated basis for the remainder of the months in the year.

Employees will accrue vacation time based on the following rate:

- Up to 15 days of paid vacation per year, accruing at the rate of 1.25 days (<u>10 hours</u>) per month worked each school year. <u>The monthly accrual of 1.25 days (10 hours) will be</u> <u>allocated to the employee on the first day of each month.</u>
- The maximum vacation time accrual is 15 days (120 hours). Once the maximum has been reached, the employee will stop accruing vacation time until already accrued vacation time has been used.

## Requesting Time Off:

New employees can request vacation time upon the completion of their first month <u>hiredof</u> <u>employment</u>. Employees <u>must should</u> submit a request for vacation time to their supervisor at least two weeks in advance. <u>Approval of requested vacation time is not guaranteed, but</u> additional advance notice will decrease the chances of denial of the request. Requests will be granted on a first-come, first-served basis, taking into consideration the needs of iLEAD.

**Unused Vacation Time:** 

Employees <u>must are encouraged to</u> use all of their accrued vacation time by the end of the school year. Any vacation time not used by June 30th <u>of each school year</u> will <u>not</u> be forfeited. <u>Unused vacation time will roll over into the next school year, but the maximum allowable accrual at any time is 15 days (120 hours).</u>

## Payout:

Accrued and unused vacation hours will only be paid out at the employee's current hourly rate <u>u</u>Upon separation from employment with iLEAD, <u>or upon a change in position in which the new</u> <u>position is not eligible to accrue vacation time, employees will be paid for any accrued but</u> <u>unused vacation time.</u> Employees are not entitled to "cash out" accrued and unused vacation hours during their employment with iLEAD.

Vacation time is a benefit that provides employees with the opportunity to rest and recharge, and we encourage employees to take advantage of this benefit. However, it is also important to balance the needs of the school with the needs of individual employees, and we ask that all requests for vacation time be made with consideration for the needs of iLEAD.

Revised 7/1/2024

# **Overview of changes to the Holiday Policy**

- Dates of the 24/25 holidays have been updated
- We have clarified that hourly employees that are not normally scheduled to work during the summer and winter breaks are not eligible to collect holiday pay for any holidays that fall during those periods.
- The existing policy says employees are eligible to receive holiday pay upon having been employed for 90 days. In the case of Exempt employees, we can't withhold their pay. So they will get paid for the holiday anyway. We have removed that language. In terms of the hourly employees, we do have the right to make them wait 90 days before being eligible to receive holiday pay. However, in considering the equity between employees, we have recommended removing the 90 day waiting period for hourly employees.



## <u>iLEAD Lancaster</u> <u>Full-Time and Part-Time Hourly Employee Holiday Benefit Policy</u>

Board Approved:

The following is our company's holiday benefit policy that outlines all the days of the year that we acknowledge and observe as holidays. iLEAD Lancaster will close its doors on these days and employees are expected to comply by not working. Work done on a day that falls on an observed holiday will only be approved when the work is absolutely necessary to perform vital job functions related to the needs of the organization such as payroll information submission and processing, state reporting, or any urgent matters that cannot be delayed until after the holiday.

# Holiday Benefit Policy Effective July 1, 2024 through June 30, 2025

## Eligibility

Exempt salaried employees who have worked for iLEAD Lancaster for at least 90 days are eligible to receive holiday pay.

Non-exempt hourly employees who are classified as regular, full-time or part-time employees and who have worked for iLEAD Lancaster for at least 90 days are eligible to receive holiday pay.

Hourly full-time employees will receive their normal rate of pay for holidays identified by iLEAD and set forth on a schedule issued by <u>Human Resources</u>, and approved by the School Board Employee Services annually.

Hourly eligible part-time employees will receive holiday pay on a prorated basis (paid at the rate of hours that would have normally been worked on that particular holiday day of the week).

Hourly employees that are not scheduled to work during summer break or winter break are not eligible to receive holiday pay for any holidays that occur during these breaks.

If a recognized holiday falls during an unpaid leave of absence, no pay will be given for the Holiday.

The following employees are NOT eligible for holiday benefits:

- Temporary employees
- Employees in internship programs.

**Paid Holidays** 

iLEAD Lancaster recognizes the following paid holidays each year:

- New Year's' Day (1/1/2025)
- Martin Luther King Day (1/20/2025)
- Presidents' Day (2/17/2025)
- Memorial Day (5/26/2025)
- Juneteenth (6/19/2025)
- Independence Day (7/4/2024)
- Labor Day (9/2/2024)
- Veterans' Day (11/11/2024)
- Thanksgiving Holiday (11/28/2024 and 11/29/2024)
- Christmas (12/25/2024)

Should a holiday fall on a weekend, the holiday will be observed on the workday closest to the holiday.

## Procedures

The following conditions apply to iLEAD Lancaster's holiday benefit policy:

- Holiday pay will not be considered as time worked for the purpose of overtime calculations.
- Holiday pay is computed at an individual employee's base rate of pay.
- If an hourly employee is scheduled to work on a holiday, the employee will be paid his or her regular rate of pay plus holiday pay.
- Holidays will not be paid to employees on any type of unpaid leave.
- Holidays falling within an approved scheduled vacation will be recorded as holiday pay.
- An employee must be present at work on his or her last scheduled day prior to the holiday and the first scheduled day after the holiday to receive holiday pay.

## **Religious Holidays**

Apart from observed state and national holidays, some employees may observe separate religious holidays. Employees may take unpaid time off for an observed religious holiday, unless such an arrangement will cause undue hardship to our school.

Revised 7/1/2024

#### AGREEMENT

THIS AGREEMENT is made by and between iLEAD Lancaster Charter School a California not for Profit Corporation, 254 E. Ave K-4, Lancaster CA 93535 (Lancaster),

iLEAD Agua Dulce:, a California not for Profit Corporation, 11311 Frascati Street, Agua Dulce CA 91390 (Agua Dulce),

iLEAD Hybrid Antelope Valley:, a California not for Profit Corporation, 2110 W. Avenue K, Lancaster CA 93536 (Antelope Valley),

Santa Clarita Valley International:, a California not for Profit Corporation, 28060 Hasley Canyon Road, Castaic CA 91384 (SCVi),

and Empower Generations, a California not for Profit Corporation, 44236 10th Street West, Lancaster 93534 (Empower)

#### WITNESSETH:

WHEREAS, Lancaster operates as a School Food Authority under the National School Lunch Program and operates a food service program that provides healthy, nutritious lunches to public school students; and

**WHEREAS,** Agua Dulce, Antelope Valley, SCVi, and Empower are public charter schools in Los Angeles County, CA;

WHEREAS, Agua Dulce, Antelope Valley, SCVi, and Empower would like to partner with Lancaster under the Lancaster School Food Authority umbrella for food service through the Food Service Program, and Lancaster would like to enter into such partnership with Agua Dulce, Antelope Valley, SCVi, and Empower (the "Food Service Program").

**NOW, THEREFORE,** in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to be bound by the following terms:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Agreement by reference.

#### Section 2. Scope of Services.

A. Lancaster agrees to provide school food service to Agua Dulce, Antelope Valley, SCVi, and Empower through the Food Service Program in accordance with the requirements of the National School Lunch Program and all applicable laws, rules, and regulations, as more particularly described in Exhibit **"A"** to this Agreement.

B. Food service equipment\*, food supplies, and equipment for the operation of the Food Service Program will be provided by Lancaster to Agua Dulce, Antelope Valley, SCVi, and Empower will be the

financial responsibility of Lancaster. Equipment will be provided if the National School Lunch Program budget or grants can sustain the cost of the need. Otherwise, the school is responsible for the purchase.

Lancaster will provide all employees necessary to provide all of the services set forth in Exhibit A through the Food Service Program at Lancaster's sole cost and expense.

This Participation Percentage for each school was determined by an estimate of projected student participation at each school site for the 2024-25 school year. On or before October 30, 2024 the Participation Percentage for each school will be adjusted based on the actual percentage of students served at each school site compared to the total student served at all five school sites. If this adjustment results in a deficiency for any school, such school shall pay the deficiency to Lancaster within thirty (30) days of receipt of the invoice. If this adjustment results in surplus owed to any school, Lancaster will pay such school the surplus amount within thirty (30) days of receipt of the invoice.

The initial Participation Percentage for the 2024-2025 School Year will be as follows:

- 1. Lancaster: 0.341 or 34.1%
- 2. Agua Dulce: 0.325 or 32.5%
- 3. Antelope Valley: 0.182 or 18.2%
- 4. SCVi: 0.138 or 13.8%
- 5. Empower: 0.014 or 1.4%

C. The Food Service Program will generate revenues through the National School Lunch Program for meals provided to each school. All revenues derived from the School Food Service Program will be maintained and accounted for by Lancaster and maintained in a dedicated bank account. A fund balance of \$328,293 will be established for use in the case of emergency food service operation needs. This amount is equal to approximately 3 months of operational expenditures. This fund balance will be funded from food service revenues derived from the above expenses. Once the \$328,293 fund balance has been established, the remaining revenues generated, above this established amount that is in excess, from the food service operation will be shared on a monthly basis with the five schools (Lancaster to Agua Dulce, Antelope Valley, SCVi, and Empower) if the revenue exceeds the above fund balance, based on the Participation Percentage.

Section 3. Indemnification. Each party to this Agreement does hereby indemnify, defend and hold harmless the others, and their respective boards of directors, partners, officers, employees, agents, representatives, and attorneys from and against any and all claims, actions, damages, expenses, losses or awards, including attorneys' fees and costs, which arise out of (i) the negligence or intentional acts or omissions of the first party, (ii) any action taken or not taken by the first party, or (iii) any noncompliance or breach by the first party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, "party" shall include the party's trustees, directors, officers, employees, agents, and representatives.

Section 4. Terms and Termination. This Agreement shall become effective upon execution by the last party, as indicated by the date stated under each party's signature and shall remain in effect until June 30, 2025. Any of the parties to this Agreement may terminate this Agreement by providing at least 90 days' written notice to the other parties. This Agreement may be extended upon the mutual written consent of all parties.

<u>Section 5. Force Majeure.</u> The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be responsible or liable for any failure or delay in the performance of their obligations hereunder arising out of or caused by, directly or indirectly, forces

beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, pandemics, epidemics, and interruptions, loss or malfunctions of utilities.

Section 6. Modifications. Unless otherwise specified in this Agreement, no modification, amendment, or alteration of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties, with the same formality and of equal dignity with this Agreement.

<u>Section 7. Assignments.</u> This Agreement may not be subcontracted or assigned without the prior written consent of the parties.

Section 8. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

<u>iLEAD LANCASTER CHARTER SCHOOL:</u> School Director 254 E. Ave K-4, Lancaster CA 93535

<u>iLEAD AGUA DULCE:</u> School Director 11311 Frascati Street, Agua Dulce CA 91390

iLEAD HYBRID ANTELOPE VALLEY: School Director 2110 W. Avenue K, Lancaster CA 93536

SANTA CLARITA VALLEY INTERNATIONAL: School Directors

28060 Halsey Canyon Road, Castaic CA 91384

EMPOWER GENERATIONS: School Director 44236 10th Street West, Lancaster 93534

All notices required, or which may be given under this Agreement, will be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

The effective date of such notices will be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter by a carrier, the date the notice was delivered by the overnight letter company. The parties may designate other individuals or addresses to which notice will be sent by notifying, in writing, the other party in a manner designated for the filing of notice under this agreement.

<u>Section 9. Entire Agreement</u> This represents the entire agreement between the parties and supersedes any prior communication or agreements, whether oral or written, related to the subject matter hereof. No modification can be made to this Agreement unless mutually agreed by the parties in writing.

Section 10. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it will be considered deleted from this Agreement, and will not invalidate the remaining provisions.

<u>Section 11. Compliance.</u> Lancaster to Agua Dulce, Antelope Valley, SCVi, and Empower must at all times comply with all applicable federal, state and local laws, rules and regulations in the performance of their duties and obligations under this Agreement.

<u>Section 12. Jurisdiction and Venue</u>. This Agreement is made under, and in all respects will be interpreted, construed and governed by and in accordance with, the laws of the State of California. Venue for any legal action resulting from this Agreement will lie solely in Los Angeles County, California.

[SIGNATURE PAGE FOLLOWS] **IN WITNESS WHEREOF,** the parties have made and executed this Agreement on the respective dates under each authorized signature:

#### **ILEAD LANCASTER CHARTER SCHOOL:**

Deborah Autrey, School Director This \_\_\_\_ day of \_\_\_\_\_ 2024

#### **ILEAD AGUA DULCE:**

Lisa Latimer, School Director This \_\_\_\_ day of \_\_\_\_\_ 2024

#### **ILEAD HYBRID ANTELOPE VALLEY:**

Amanda Fischer, CEO This \_\_\_\_\_ day of \_\_\_\_\_ 2024

#### SANTA CLARITA VALLEY INTERNATIONAL:

Martha Spansel, School Director This \_\_\_\_\_ day of \_\_\_\_\_\_ 2024

#### **EMPOWER GENERATIONS:**

Sajae Davison, School Director This \_\_\_\_ day of \_\_\_\_\_ 2024

# Exhibit A

# Scope of Work Performed by Lancaster for

# Agua Dulce, Antelope Valley, and SCVi and School's Responsibilities

Lancaster will be responsible for the following services, to be performed at the schools sites for each of the schools:

- Ensuring compliance with all laws and regulations regarding food service, including all federal, state, and district guidelines for meal services
- Menu planning
- Ordering of all food to be utilized in serving breakfast, lunch, and snack
- Preparation of all food for breakfast, lunch, and snack
- Proper care and maintenance of each school's kitchen and cafeteria equipment
- Financial management of the food service operation, including tracking and paying invoices will be completed by the Food Service Coordinator and back office support.
- Management of all necessary administrative paperwork
- Facilitating all audits required by federal, state, and district entities concerning food service
- Providing meals/catering to the schools when requested and paid for by the school director or designee.

Lancaster will be responsible for the following:

• The repairs and services of any equipment until end of life that was provided by Lancaster to any school through the Kitchen Infrastructure Funds or the National School Lunch Program funds.

Agua Dulce, Antelope Valley and SCVi will be responsible for the following:

- The repairs, services, and replacement of any equipment that was previously purchased or owned by that school.
- Repairs and services to any "fixture" to the school building ie: floors, air conditioning, etc.
- Supervision of learners while eating within the space that the school nutrition program is provided.
- Cleaning of the space where the learners eat while participating in the school nutrition program.
- Payment through an invoice of any meal/catering requested by the school directors or designee.

\*The budget of the National School Lunch Program will be evaluated yearly to determine if the budget, through Lancaster, can sustain the repairs, services and/or replacement of equipment owned by the school. If sustained the MOU will be updated to reflect this.

### Exhibit B

## **Scope of Work Performed by Lancaster for Empower Generations and School's Responsibilities**

Lancaster employees will be responsible for the following:

- Menu planning
- Ordering of all food to be utilized in serving breakfast, lunch, and snack
- Preparation of all food for breakfast, lunch, and snack
- Financial management of the food service operation, to include tracking and paying invoices
- Management of all necessary administrative paperwork
- Facilitating all audits required by federal, state, and district entities concerning food service
- Transportation and delivery of meals at no charge to the Empower Generations school site on all regularly scheduled calendared school days.
- Providing meals/catering to the schools when requested and paid for by the school director or designee.

Empower Generations will be responsible for:

- Maintaining compliance of all regulations regarding food service under all federal, state, and district guidelines
- Management of all necessary administrative paperwork required for on site service, such as meal production records, maintaining proper records for auditing purposes, etc.as required under the National School Lunch Program.
- Proper care and maintenance of the school's kitchen and cafeteria equipment.
- Serving food to learners on the school site at appropriate times and with appropriate and required portions.
- Payment through an invoice of any meal/catering requested by the school directors or designee.



# Dairy for School Nutrition

# RFP / Bid # 02022024

School Nutrition Services Milk / Dairy Products

Attn: Charter Schools Cassandra Coleman 254 East Avenue K-4 Lancaster, CA 93535

# iLEAD RFP Scoring Sheet

RFP Number: 02022024

RFP Name: RFP for School Nutrition Services Milk/Dairy Products

RFP Scoring Team Member Name: Cassandra Coleman

RFP Scoring Team Member Signature: under sur

Criteria	<u>Maximum</u> <u>Points</u>	Points Scored
Pricing	50	49
Customer Service, Satisfaction & References	10	10
Service Capability Plan/Delivery Systems	20	19
Food Safety	10	10
Local Sourcing	10	9

Total Score: 97

# iLEAD RFP Scoring Sheet

RFP Number: 02022024

RFP Name: RFP for School Nutrition Services Milk/Dairy Products

RFP Scoring Team Member Name: Deborah Autrey

RFP Scoring Team Member Signature:

Criteria	<u>Maximum</u> <u>Points</u>	Points Scored
Pricing	50	49
Customer Service, Satisfaction & References	10	10
Service Capability Plan/Delivery Systems	20	18
Food Safety	10	10
Local Sourcing	10	9

Total Score: 96

#### Notice to Bidders

### Request for Proposal / Bid # 02022024

iLead Charter Schools is requesting bids from providers of milk and dairy products to provide service for the school system's milk and dairy program.

#### Submission Deadline:

Bids must be received prior to 10AM PST, April 26, 2024. Bids must be submitted in a sealed envelope, marked with the RFP/Bid number and title, and returned to:

iLead Charter Schools Cassandra Coleman 254 East Avenue K-4 Lancaster, CA 93535

Bids received later than the designated time and specified date will be returned to the proposer unopened.

### Facsimile (FAX) copies of the proposal will not be accepted.

iLead Charter Schools reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the RFP/Bid documents may be obtained from iLead Charter Schools 254 East Avenue K-4 Lancaster, CA 93535. Refer any questions to: Cassandra Coleman, cassandra.coleman@ileadcalifornia.org

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**RFP/Bid Introduction:** This solicitation is requesting sealed proposals from qualified vendors in accordance with applicable state and federal laws governing federally funded child nutrition programs. It is the intent of the iLead Charter Schools, hereinafter referred to as the School Food Authority (SFA), to award a contract to procure specified items listed in this document. Vendors are invited to submit a proposal to provide specified items to the SFA. A vendor who submits a proposal in response to this solicitation will be hereinafter referred to as "Proposer".

### Schedule of events

April 5, 2024 - RFP/Bid Released April 19, 2024 - Deadline to Receive Questions, 10:00 AM deadline April 19, 2024 - Addendums, last day 4:00PM April 26, 2024- Proposals due, 10AM May 2, 2024- Evaluation, recommendation for award 3:45PM May 7, 2024- Board Action

May 13, 2024 - Contract Start Date. The contract will be up for an annual renewal on July 1, 2025.

<u>Submission of Proposals</u>: It is the Proposer's responsibility to assure that its' proposal is received by this deadline, no exceptions. Proposers may also request confirmation of receipt by emailing Cassandra Coleman, cassandra.coleman@ileadcalifornia.org

Regardless of submission method, it is the responsibility of the Proposer to confirm and ensure that the sealed proposal was received by the submission deadline. Proposals will be accepted up to, and no proposals will be accepted after, the RFP / Bid submission deadline. Time is Pacific Standard Time as indicated on the designated clock at the SFA. Proposals that arrive after the submission deadline will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the submission deadline.

The SFA will not be responsible for the opening of, post-opening of, or failure to open a proposal not properly addressed or identified.

The SFA will not assume responsibility for any delay as a result of failure of the mail or other delivery service to deliver proposals on time.

Proposal Withdrawal: Proposals may be withdrawn by the Proposer prior to the time denoted for the opening of submissions but, after the opening, submissions may not be withdrawn for a period of sixty days. A successful proposer shall not be relieved of the submitted proposal without the consent of the SFA.

<u>Correction of Mistakes:</u> Do not erase, correct, or write over any prices or figures necessary for the completion of the proposal. Corrections should be made by drawing a line through the unwanted text(s) or number(s) and rewriting the correct text(s) or number(s). If a correction is necessary, the Proposer shall initial each correction. Failure to comply with the requirements may cause your proposal to be disqualified. No proposals shall be altered or amended after the specified time and date of opening.

Signatures: All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled. All signatures must be original.

<u>Cost of Preparing Proposal</u>: Proposers are responsible for the costs of preparing and submitting the RFP / Bid. Materials submitted as part of the proposal will become property of the SFA unless otherwise noted.

Reservation of Rights: The SFA expressly reserves the following rights:

- 1. To reject any and all proposals;
- To reject any part of a proposal not meeting the specifications set forth in the RFP/Bid documents;
- To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
- To re-award the solicitation to another Proposer in the event the Proposer to whom an RFP/Bid is awarded defaults in executing the formal agreement; and
- In the best interests of the SFA, accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

Non-Collusion: By submission of the proposal, the Proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other Proposer and that the contents of the proposal have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Proposer and will not be communicated to any person prior to the official opening of the proposal.

Prices: Contract prices awarded as a result of this price request shall remain firm for the contract period. However, prices for milk and dairy products can escalate or de-escalate in

accordance with changes in Class I, II and III price levels regulated by the USDA, Grade A Milk Program.

Any changes (up or down) in price must be announced to the schools' officials 30 days preceding the effective price change. Any changes in prices must be documented by the Milk Program's announcement and be accompanied by conversion calculations showing manner of arriving at the amount of change. In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

Estimated Usage: Usage given is estimated based on the schools use or projected use over approximately six (6) months. These quantities are not guaranteed by the schools but are included for information and planning purposes only. The schools reserves the right to purchase more or less of the units specified. The SFA will not guarantee minimum compensation to be paid to Selected Proposer.

Product Specifications: Manufacturer/brand name and numbers that reflect the level of quality expected may be referenced. The Proposer may submit quotations on that or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications. The SFA may require samples to determine product acceptance. The SFA reserves the right to make sole judgment as to acceptability of proposed equal products to referenced products without qualification or explanation.

Samples: If requested, Provider shall furnish samples free of cost to the schools. They are to be sent within seven (7) days to iLead Charter Schools 254 East Avenue K-4 Lancaster, CA 93535.

iLead Charter Schools reserve the right to reject the RFP of any Proposer failing to submit samples as requested. Samples must be plainly marked with name of responder and RFP/ Bid#. iLead Charter Schools shall be the sole judge of whether a product meets or exceeds product specifications.

All products specified herein must be delivered in vehicles which are maintained in a sanitary condition and properly refrigerated (33-38 degrees F). iLead Charter Schools reserves the right to reject the use of any equipment by the vendor that is not in a clean, sanitary condition suitable for the transport of food items.

Participating schools follow the principals of HACCP (Hazard Analysis Critical Control Point) in accepting all deliveries. Therefore, upon delivery temperatures of products may be taken and recorded and overall product condition will be inspected in accordance with the departments'

Safety Plan. Vendors must be aware of the sanitation standards employed by their food suppliers. Vendor's warehouses must be routinely inspected by State Officials. Warehouse facilities and warehousing practices must be continuously in compliance with the U.S. Food, Drug and Cosmetics Act, the State of California and local laws.

Delivery/Freight On Board (FOB Destination Pricing: Time and manner of delivery are essential factors in proper performance under the contract. Proposer must quote prices FOB Destination to the delivery location(s) designated by the schools or all transactions under the contract. The schools will not pay shipping and handling charges, nor shall the schools pay for any fuel surcharges. If the material is not received within the time specified for delivery, it will be received at the discretion of the schools . Should it be necessary to refuse delivery of any material contained in the RFP/Bid document, the vendor shall be responsible for all associated costs. Each item shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by an invoice.

Experience and Service: Proposers are advised they must demonstrate the ability to provide the necessary products and services required under the contract. Proposers are required to submit three references listing currently serviced school districts. The list shall include the school's name, food service director's name and phone number. Proposers may be required to verify that they have been in the business called for in this Request for Proposal/Bid for at least twelve (12) months. Experience and service are factors in the award of this contract.

A vendor's recent delivery and performance under any previous or existing agreement or contract may be examined. Poor performance or references of current or past customers may be used in the evaluation.

Proposers, therefore, release the organizations and individuals listed from any claim or liability, because of responses given to requests for information by the schools regarding the Proposer and/or the Proposer's performance of work.

Equipment- As part of your service capability plan, please indicate in your proposal whether you can provide milk coolers at each school location, upon request.

<u>Method of Award</u>: Proposals that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the SFA may conduct a pre-award audit. A contract will be awarded to the responsive

and responsible Proposer with the highest total score based on the criteria set forth in this solicitation. Winning Proposer will be herein referred to as the "Selected Vendor."

- A "responsive Proposer" will be able to meet the requirements described in this solicitation.
- A "responsible Proposer" is willing and capable of furnishing the goods or services described in this solicitation.

**RFP/Bid Protest Procedures:** If any Proposer who submitted a proposal has an objection to the award of the contract to the apparent Selected Vendor, the objecting Proposer shall furnish that protest, in writing, to the SFA within five (5) business days of the date of the Proposer notification of the awarded contract. The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest is filed in a timely fashion, the SFA will review the basis for the protest and relevant facts under such terms and conditions as the SFA considers proper. Upon completion of the review, the SFA shall submit its findings and recommendations to the iLead Charter Schools Governing Board, which shall then review the matter under such terms and conditions as deemed proper. Upon receipt of authority to act from the Governing Board, the SFA will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

**Debarment and Suspension:** To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by any State or Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared nonresponsive.

<u>Risk of Loss</u>: The Selected Vendor assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Selected Vendor or held by the Selected Vendor or its suppliers for the account of the SFA, until such property has been delivered to the SFA; (4) all risks of loss or damage to any of the goods or part thereof rejected by the SFA, from the time of shipment thereof to Selected Vendor until redelivery thereof to the SFA.

Insurance: The Selected Vendor shall maintain, during the entire term of this contract, adequate insurance to protect itself from claims under Workmen's Compensation Acts and from claims for

damages or personal injury, including death and damage to property that may arise from operations under the order. The following outline the minimum insurance requirements and other required documentation:

- a. Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
- b. Workers' Compensation Insurance in such amounts as required by law
- c. Motor vehicle liability insurance minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non-owned, or hired to be used in conjunction with the awarded contract.

The Selected Vendor may be required to provide proof of such insurance, naming iLead Charter Schools as additionally insured by separate endorsement.

Hazardous Material: The vendor represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished or services performed under the terms of the purchase order or contract issued in response to this RFP/Bid shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Safety Data Sheets must be sent with the proposal.

"Buy American" Provision: Pursuant to Title 7, Code of Federal Regulations 210.21(d), a preference to U.S. grown processed foods, produce, etc. will be provided when economically feasible, shall be made by the purchasing agency or its designee. 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically. All commercially-purchased food substitutes must be of the same generic identity as the USDA food received, of United States origin, and of equal or better quality than the USDA Foods as determined iLead Charter Schools. Consideration must be given first to the use of domestic alternatives before a non-domestic exception will be approved. Dairy distributor must maintain documentation to support using non-domestic items based on costs being significantly higher and when domestic products are not being produced in sufficient and reasonable quantities of satisfactory quality.

Force Majeure Clause: The parties to the order shall be excused from performance during the time and to the extent they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, shortage, transportation facilities, walkout, or commandeering of materials, products, plants, or facilities by the government, provided that the non-performance is not due to the fault or negligence of the supplier. In such cases, satisfactory evidence thereof must be presented.

Hold Harmless Clause: The awarded vendor shall hold harmless and indemnify the SFA and its' schools, its officers, and employees from every claim or demand which may be made by reason of:

Any injury to person or property sustained by the supplier or by a person, firm or corporation employed directly or indirectly by him, in connection with his performance under the order.

Any injury to person or property sustained by any person, firm or corporation caused by any act of neglect, default, or omission of the supplier or of any person, firm or corporation employed directly or indirectly employed by him in connection with his performance under the purchase order.

Any liability that may arise from the furnishing of the use of any copyrighted or uncopyrighted composition, secret process, or patented, or unpatented invention in connection with his performance under the order.

**Food Recall:** Food/beverage suppliers shall be expected to comply with all Federal, State, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace.

Food Safety: Food/beverage vendors shall be expected to comply with all federal, state, and local mandates regarding food safety and are expected to have adequate controls in place to ensure the safety of the food/beverages provided. Vendor will define their food safety policy and procedures on a separate document to be submitted along with the Proposal.

Equal Opportunity Employer / Federal Non-Discrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

http://www.ascr.usda.gov/complaint filing cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by mail:

U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

fax: (202) 690-7442; or

email: program.intake@usda.gov

This institution is an equal opportunity provider.

**Proposer Agreement:** iLead Charter Schools will sign the proposal of the selected vendor which will serve as the awarded contract. The contract will include all terms and conditions as described in this RFP/ Bid, submission responses from the Selected Vendor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the SFA and Selected Vendor.

**Contract Maintenance:** The SFA will monitor the awarded contract for vendor compliance of the contract and communicate with the Selected Vendor if/when necessary to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, or other selected issues.

**Contract Modification:** The SFA reserves the right to modify the awarded contract by mutual agreement between the SFA and Selected Vendor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by the issuance of a written authorized amendment by the SFA.

**Contract Term:** The initial awarded contract period shall be May 13, 2024 to June 30, 2025. This awarded contract may be renewed under the same prices, terms, and conditions for up to four (4) additional one-year terms by mutual agreement of the SFA and Selected Vendor after the SFA has conducted an annual Vendor Performance and Evaluation.

Vendor Performance and Evaluation: The SFA will evaluate the Selected Vendor's performance status and product quality. The awarded contract will not automatically renew but will be based upon the SFA evaluating and analyzing Selected Vendor performance.

Mutual Agreement Termination: With mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

Termination for Convenience or Non-performance: The SFA may terminate the awarded contract prior to the expiration of the term without cause and without penalty, upon thirty days written notice to the selected vendor. The SFA reserves the right to immediately terminate the awarded contract if the circumstances are detrimental to the health and welfare of the students and / or school personnel, the quality of services are seriously affected, or the vendor ceases operations. In the event of such termination, the SFA may award the contract to the next lowest bidder.

Invoices and Payments: Invoices are to be provided upon the delivery of materials or services performed. Quantities, item descriptions, unit prices, date and delivery site name must be on all invoices. Payment terms shall be net thirty (30) days. The schools shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized schools representative.

The vendor shall issue credits for products that do meet the school's standards such as:

- Product shortage upon delivery
- Product quality
- Food Safety and/or Sanitation
- Specifications set forth in this RFP/Bid

**Discount for Prompt Payment**: Discounts/terms for prompt payment will <u>not</u> be considered in the evaluation of proposals. However, any offered discount will form a part of the awarded contract and will be taken if payment is made within the discount period indicated in the proposal by the Proposer. As an alternative to offering a prompt payment discount in conjunction with the proposal, Proposer may include prompt payment discounts on individual invoices, if awarded the contract.

Product Substitution/Manufacturer's Brand Change/Product Reformulation: The Selected Vendor may not supply substitutions, brand changes, or reformulations of products without the written authorization by the schools. If during the course of the contract there is a manufacturer's brand change or reformulation of the product, the vendor shall not automatically substitute the product. The vendor shall submit a Child Nutrition Label and/or product specification sheet, Product Formulation Statement, Nutrition Facts, Ingredient Lists, and/or other pertinent product information as deemed by the schools for approval prior to further shipment. The schools shall be the sole judge of whether the product(s) are acceptable.

Quantity and Quality of Materials and Services: The Selected Vendor shall furnish and deliver the products/services designated by the contract. All materials, supplies or services furnished under the contract shall be in accordance with the schools' specifications, the school's sample, or the sample furnished by the Proposer and accepted by the schools. Materials or supplies which, in the opinion of the schools, are not in accordance and conformity with the school's specifications shall be rejected and removed from the school's premises at the vendor's expense. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., (UL) and bear the UL label.

Outside of the Nutrition Services Department: The Selected Vendor is prohibited from selling or providing items to the schools outside of this contract without the written consent of the iLead Charter Schools Nutrition Services Department. iLead Charter Schools Nutrition Services Department will evaluate requests based upon nutritional content to ensure compliance with United States Department of Agriculture (USDA) and state guidelines. Vendor shall charge the same price as agreed upon in this RFP/Bid.

**Recordkeeping:** Any and all documents, books, records, invoices, and/or quotations of SFA's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least 5 years from the end of the contract term, including renewals, to which they pertain and

after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the SFA, State, and Federal representatives and auditors in accordance with Federal regulations. Selected vendor must ensure that any such records held by a subcontractor are likewise subject to these provisions.

#### Award Criteria:

The schools intend to award the responsible Proposer whose proposal is most advantageous to the school's program(s) with price and other factors considered.

Criteria	Points
Pricing	50
Customer Service, Satisfaction and References	10
Service Capability Plan / Delivery Systems	20
Food Safety	10
Local Sourcing	10
	10
Total Points	100

\*Please note:

Price will be the primary factor when evaluating and awarding this RFP. Contracts will be awarded to the responsible offeror whose proposal is most advantageous to the sponsor, with price and other factors considered.

Proposers will be considered responsible if they score 80 or more total points. The award will go to the responsible Proposer with the highest criteria score.

**RFP/Bid Requirements**: The SFA assumes no responsibility for errors or misinterpretations resulting in incomplete solicitation documents. It is the Proposer's responsibility to use a complete set of RFP/Bid documents in the preparation and submission of its proposal. The forms furnished as part of this solicitation MUST be used for the proposal and must be signed by the proposer. No proposals will be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your proposal being disqualified.

### Proposer will need to complete, sign, and return all attachments:

- Attachment A: Proposer Checklist
- Attachment B: Vendor Contact Information
- Attachment C: Non-collusion Affidavit

# Attachment A: Proposer Checklist

# iLead Charter Schools Request for Proposal Number 02022024

Check	Initials	Required Document
$\checkmark$	vl	Attachment A: Proposer Checklist (this form). All items are checked, initialed, signed, and included in the complete response package. Return completed hard copy with initials.
1	w	Attachment B: Vendor Contact Information Return completed hard copy.
V	Vel	Attachment C: Non Collusion Affidavit Return completed hard copy with original signature
1	w	Attachment D: Suspension and Debarment Certification Return completed hard copy with original signature
$\checkmark$	ví	Attachment E: Certification Regarding Lobbying Return completed hard copy with original signature
1	Jes	Attachment F: Disclosure of Lobbying Activities Return completed hard copy with original signature
1	w	Attachment G: Buy American Certification Form Return completed hard copy with original signature
V	Jer	Attachment H: References Form Return completed hardcopy
1	les	Attachment I: Food Safety Plan/Procedures Return completed hard copy
~	Ru	Attachment J: Product Specifications and Conditions Return completed hard copy with original signature
5	R	Attachment K: Proposer Pricing Sheet Return completed hard copy with original signature

# Attachment B: Vendor Contact Information

The following information is required when submitting a response to this solicitation.

Legal Name of Business: Clearbrook Fa	rms Inc			
DBA or Business Name (if different)				
Address of Business: Street Address: 7011 Stewart and Gray	Rd			
Street Address: 7011 Stewart and Oray	Nu .	Colifornia		90241
City: Downey	State:	Camornia	Zip:	50241
Pay or Remit Address				
Legal Name of Business: Clearbrook Far	ms Inc			
Ctreat Address, 7011 Stewart and Grav	Rd			
City: Downey	State:	California	Zip:	90241
City: Downey Telephone Number:562.806.8011				
Toll Free Number:				the state of the
Fax Number:				
Business Federal Tax ID Number:95-47	15830			
Self-employed vendors are re	auired to subm	it the Federal II	SW-9 F	orm
selj employed vendors dre ret	qui cu to subin			
Account Manager: Jace Prins				
Telephone Number: 562.806.8011			1	
Cell Phone Number: 562.525.9282				
Fax Number:	. not			
Email Address:Jacep@clearbrookfarms	s.net			
Ivpet	to Vander Mue	lon		
Customer Service Representative: Lynet		len		
Cell Phone Number:		Constitute in the other states of the		
Fax Number:				
Email Address: orderdesk@clearbrook	farms.net			
Billing Contact Person: Wayne Prins				
Telephone Number: 562.806.8011				
Cell Phone Number: 562.244.0250				
Fax Number:				
Email Address: Waynep@clearbrookfa	arms.net			
Emergency Contact Information / After I	Hours: Jace	Prins		
Telephone Number:562.806.8011	iours			
Fax Number:	net			
Email Address: Jacep@clearbrookfarms.	liet			

#### Attachment C: Non Collusion Affidavit

#### To be executed by proposer and submitted with the proposal

(Public Contract Code Section)

		C. C	(position title) ok Farms Inc roposer)	
that he or s	100	iame)	President	of
	Wayne Prins		, being first duty sworn, d	leposes and says
County of _	Los Angeles	)		
State of	California	)		

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead., profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: 4/19/2024

(Person signing for Proposer)

#### Attachment D: Suspension and Debarment Certification

#### US Department of Agriculture

Instructions: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$1000,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year. (Includes Food Service Management and Food Service Consulting contracts).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tiered Covered Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as part IV of the January 30, 1989, <u>Federal Register</u> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

### (Before completing Certification, Read Instructions)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority	Agreement Number
Potential Vendor or Existing Contractor (Low	er Tier Partícipant):
Wayne Prins	President
Printed Name	Title
Wayneffe	4/19/2024
Signature	Date

Do not submit this form to the state agency, retain with applicable contract or bid responses.

### INSTRUCTIONS FOR CERTIFICATION (INSTRUCTIONS FOR ATTACHMENT D)

By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out in accordance with these instructions.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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#### Attachment E: Certification Regarding Lobbying

**Instructions:** To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed =when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The <u>undersigned shall require</u> that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement in Excess of \$100,000.	Agreement Number:
Address of School Food Authority:	

Printed Name and Title of Submitting Official:	Signature:	Date:

Or

Name of Food Service Management	or Food Service Consulting Cor	npany:
Clearbrook Farms Inc		
Printed Name and Title:	Signature:	Date:
Wayne Prins, President	Warnet	4/19/2024

# Attachment F: Disclosure of Lobbying Activities

<ol> <li>Type of Federal Action:</li> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ol>	2. Status of Fee Action: a. bid/offer/ b. initial awa c. post-awar	application ard	3. Report Type: a. initial filing b. material change For material change only: Year Quarter Date of last report
<ol> <li>Name and Address of Report</li> <li>PrimeSub awar</li> <li>Tier, if Known:</li> <li>Congressional District, if known:</li> <li>Federal Department/Agency:</li> </ol>	dee	Enter National Congression 7. Federal P	ing Entity in No. 4 is Sub awardee, me and Address of Prime: al District, if known: rogram Name/Description: er, if applicable:
<ul> <li>7. Federal Action Number, if kn</li> <li>10. a. Name and Address of Lob (if individual, last name, first n</li> </ul>	bying Registrant	9. Award Ar \$ b. Individua	mount, if known: Is Performing Services (including ddress if different from No. 10a) e, first name, MI):
11. Information requested thro is authorized by title 31 U.S.C. s This disclosure of lobbying activ material representation of fact reliance was placed by the tier a this transaction was made or er This disclosure is required pursu U.S.C. 1352. This information w to the Congress semi-annually a available for public inspection. who fails to file the required disclosure shall be subject to a c not less than \$10,000 and not m \$100,000 for each such failure.	ection 1352. ities is a upon which above when ntered into. uant to 31 ill be reported and will be Any person	Telephone I Date: 4/1	Wayne Prins esident No.: 562.806.8011 19/2024
Federal Use Only			Form - LLL (Rev. 7-97)

#### Attachment G: Buy American Certification Form

## Note: Complete this form if you are a food and/or beverage supplier only.

iLead Charter Schools are to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the United States <u>and</u> a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

I/we \_\_\_\_\_\_, certify

vendor name Clearbrook Farms Inc

that only domestic commodity or food/beverage products will be supplied iLead Charter Schools unless otherwise mutually agreed upon.

Date Signature 4/19/2024

(If the schools have agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the schools.)

## Attachment H: References Form

### References

Proposers must submit three schools of similar size that are current customers. Proposers, therefore, release the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the schools regarding the vendor and/or vendor's performance of work.

Name of School: Pomona Unified School District	
Address: 1460 E Holt Ave Pomona CA	
Telephone: 909.397.4711	
Contact Name: Daryl Hickey	
Start Date / End Date of Contract August 2001- Current	
Name of School: Placentia Yorba Linda Unified School District	
Address: 4999 Casa Loma Drive Yorba Linda CA	
Telephone: 714.958.8610	
Contact Name: Suzanne Morales	
Start Date / End Date of Contract August 2017- Current	
Name of School: Long Beach Unified School District	
Address: 3333 Airport Way Long Beach CA 90808	
Telephone: 562.427.7923	
Contact Name: Lieling Hwang	
Start Date / End Date of Contract August 1995- Current	
Name of School: Irvine Unified School District	
Address: 5050 Baranca Parkway Irvine CA	
Telephone: 949.936.5212	
Contact Name: Jill Hartstein	
Start Date / End Date of Contract August 1998 - Current	
Name of School: Garden Grove Unified School District	
Address: 10331 Stanford Ave Garden Grove CA	
Telephone: 714.663.6000	
Contact Name: Agnes Lally	
Start Date / End Date of Contract August 2022- Current	

# Attachment I: Product Specifications and Conditions

Product Specifications and Conditions: All milk products shall be Grade A, produced in conformance with USDA Code, rBST free, no Antibiotic residue, and meet USDA Federal meal program nutrient standards.

General Information: All milk and dairy products shall conform to the minimum dairy food specifications and definitions as shown in the Agricultural Code of California. Fluid milk and milk products shall be manufactured and packaged as defined in the state regulations governing the production and sale of milk and milk products, as published by the State Board of

Health. Milk and milk products shall be pasteurized, homogenized and vitamin fortified. All products must conform to the provisions set forth in the Federal, State, county, and city laws for their production, handling, processing, marketing, and labeling.

Packaging: Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery.

Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the schools for product or delivery. All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Cases or product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by the vendor.

Pricing: Contract prices awarded as a result of this price request shall remain firm for the contract period. However, prices for milk and dairy products can escalate or de-escalate in accordance with changes in Class I, II and III price levels regulated by the USDA, Grade A Milk Program.

#### Any changes (up or down) in price must be announced to the schools' officials 30 days

preceding the effective price change. Any changes in prices must be documented by the Milk Program's announcement and be accompanied by conversion calculations showing manner of arriving at the amount of change. In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

Ordering: The schools prefer to place orders online and receive an email confirmation, however, some sites will need to place orders manually with the delivery driver, in this case a written copy of the order must be left with the person in charge at the site. The schools reserve the right to add, remove or delete products based on school needs. Only vendors with no minimum order requirements will be considered for award.

**Substitutions:** Substitutions in quality or quantity must receive prior approval from the Nutrition Services Department in order to qualify for payment.

**Delivery:** The schools reserve the right to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to approximately 4 sites. Sites require 1-3 day(s) per week deliveries due to storage limitations or volume purchases. Deliveries shall be made utilizing refrigerated trucks. All deliveries shall occur between the hours of 7:00 a.m. and 1:00 PM. Dark drops will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday. Vendor shall pick up all empty milk crates when milk is delivered. For emergency orders, the vendor will be required to make direct deliveries to various cafeterias/kitchens or other locations as requested by the schools. Dairy must be delivered to all sites in refrigerated trucks to reduce perishability. Trucks are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor.

1. See the "Table A – iLead Charter Schools and Delivery List".

2. No minimum delivery requirements.

3. Products must be delivered in containers that are clean and in clean vehicles. Containers shall be clean, leak free and delivered in sturdy rust free baskets/crates.

4.Milk shall be delivered between 35° and 38° degrees Fahrenheit.

5. Milk delivered shall have a fourteen day code date indicated on the carton. Bad tasting or sour smelling milk shall be replaced immediately upon notification. Any cartons that do not have a clearly identified expiration date, will be documented, disposed, and credit requested.

6. All deliveries are to be placed into the designated storage/cooler area(s), which may be more than one, at each site by the delivery driver. The delivery driver will be responsible for rotating milk products at each school site, moving the oldest code date to the front and restacking milk each time a delivery is made.

Milk crates will be stacked no higher than five crates high inside school walk-in refrigerators, where applicable.

8. It is anticipated that the delivery shall not be made so close to service time as to create concern by the school site. Delivery schedule is to be pre-scheduled to coincide with school and existing route flow for responder's best reduction of expenses, mileage, and time.

9. All deliveries must be accompanied by a computerized invoice. The invoice is to include, for each item: item identification, unit price, price extension and total price of delivery. Sufficient time must be allowed at the time of delivery for adequate inspection of product, not only for quantity, but also quality of product. The invoice will be signed only after inspection of product. The schools reserve the right to reject products delivered in error, not delivered according to specifications, of substandard quality or unusable due to code date.

## Table A – iLead Charter Schools Delivery List

School Name	School Type	Address
SCVi	TK-12	28060 Hasley Canyon Road, Castaic, CA 91384
iLEAD Agua Dulce	TK-12	11311 Frascati Street, Agua Dulce, CA 91390
iLEAD Antelope Valley Hybrid	TK-8	210 West Avenue K, Lancaster, CA 93536
iLead Lancaster	TK-8	254 E Avenue K-4, Lancaster, CA 93535
TBD		

- Attachment D: Suspension and Debarment Certification
- Attachment E: Certification Regarding Lobbying
- Attachment F: Disclosure of Lobbying Activities
- Attachment G: Buy American Certification Form
- Attachment H: References Form
- Attachment I: Product Specifications and Conditions
- Attachment J Proposer Pricing Sheet

### ATTACHMENT J: PROPOSER PRICING SHEET

The schools intend to award one Agreement for the Scope of Services, as detailed in this RFP/Bid, to the most qualified Proposer. Proposer must bid on all items to be considered responsive.

Proposers must quote prices FOB Destination to the delivery location designated by the iLead Charter Schools for all transactions. All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture and CA DOE requirements, county/city laws and ordinances for their production, handling, processing, marketing, and labeling. Standard industry pack is to be provided.

Product Description	Preferred Brand or Equal	<u>Unit</u>	Estimated Usage	Total Cost per Delivered Unit	Extended Cost per Line Item	
1/2 Pint Fat Free Chocolate Milk	Distributor's Choice	Each	70000	.30	21,000	1
1/2 Pint Fat Free Vanilla Milk	Distributor's Choice	Each	0			
½ Pint Fat Free Strawberry Milk	Distributor's Choice	Each	0	.33		
½ Pint 1% White Milk	Distributor's Choice	Each	45000	.31	13,950	1
½ Pint Fat Free White Milk	Distributor's Choice	Each	0	.30		-
Lactose Free White 1% or Skim	Distributor's Choice	Quart	140	1.00	560	*8oz Lactose
½ Pint Milk Substitute Fat Free Vanilla	Silk	Quart	140			
4 oz Juice 100% Orange	Distributor's Choice	each	9500	.30	2,850	
4 oz Juice 100% Apple	Distributor's Choice	each	9500	.30	2,850	
4 oz juice 100% Grape	Distributor's Choice	each	9500	.30	2,850	
4 oz Juice 100% Fruit Punch	Distributor's Choice	each	9500	.30	2,850	
4 oz juice 100% Orange Pineapple	Distributor's Choice	each	9500	.30	2,850	
4 oz Juice 100% Orange	Distributor's Choice	each	9500	.30	2,850	
6 oz Juice 100% Apple	Distributor's Choice	each	3200	.35	1,120	
6 oz juice 100% Orange	Distributor's Choice	each	3200	.35	1,120	
6 oz Juice 100% Fruit Punch	Distributor's Choice	each	3200	.35	1,120	

for



## Fruit Punch 100% Juice

Pack Size: 40/6.75 oz. aseptic box w/straw Product Code: 410805



Preparation Instructions: For best flavor, chill before serving. Shake well, Allergens: None Code Date: "Best By" date CN Credit: ¾ cup fruit



#### Totally Juice<sup>™</sup> 100% Juice is All Natural with no added sugar, preservatives, or dyes.

1 serving per container Serving size 6.75 fl.	oz. (200 mL)
Amount per serving Calories	100
	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol Omg	0%
Sodium 10mg	0%
Total Carbohydrate 25g	8%
Dietary Fiber 0g	0%
Total Sugars 23g	
Includes 0g Added Sugars	
Protein Og	
Vitamin D 0mcg	0%
Calcium 28mg	3%
Iron Omg	0%
Potassium 250mg	7%

#### Ingredients:

100% Fruit Juice (Water sufficient to reconstitute Apple, Pear, Orange and Pineapple Juice Concentrates), Natural Flavors, and Citric Acid. Made in the USA, Contains concentrate from USA, Argentina, Brazil, China, Chile, Costa Rica, Mexico, Poland, Spain and/or New Zealand.

#### **Buy American Certification:**

Suncup™ 100% Juice is produced in our facilities located in the USA and may contain domestic and/or imported juice concentrates, as a portion of the ingredients, based on availability and cost. No Suncup 100% juice products are imported and produced outside of the USA.

Suncup<sup>TM</sup> Juice meets the "Limited Exceptions" clause as identified in USDA Memos SP14-2012, SP 24-2016 and SP 38- 2017,

Updated: 01/02/2023

Submitted by:

Ashley Timiano-Tox

Ashley Fimiano-Fox Quality Compliance Coordinator

	PA	
Shelf Life	12 months	
Tie x High	12 x 8	
Dimensions (L x W x H)	16 x 8 x 5	
Cube	.37	
Gross Weight	20.1 lbs.	
GTIN	00774844108054	
Shipping Specificatio	ns	

\*Where recycling of cartons exists. For more info https://www.recyclecartons.com/











#### **Reference** List

- 1. Los Angeles Unified School District- Manish Singh
- 2. Long Beach USD- Lieling Hwang
- 3. Anaheim UHSD- Orlando Griego
- 4. Placentia Yorba Linda USD- Suzanne Morales
- 5. Garden Grove USD- Agnes Lally
- 6. Norwalk La Mirada USD- Anna Apoian
- 7. Pomona USD- Daryl Hickey
- 8. Chino Valley USD- Javier Quirarte
- 9. Whittier Union High School District- Liz Brown Smith
- 10. Montebello USD- Victoria Cheung
- 11. Downey USD- Mark Milton
- 12. Bellflower USD- Candice Crump
- 13. Centralia SD- Sotero Gonzalez
- 14. Compton USD- Ladislao Figueroa
- 15. El Rancho USD- Billie Saavedra
- 16. Fountain Valley SD- Suzanne Brown
- 17. Little Lake SD- Heidi McDonald
- 18. Los Alamitos USD- Celeste Calubaquib
- 19. Tustin USD- Mark Chavez
- 20. Magnolia SD- Brendan Shields
- 21. Huntington Beach City School District- Ashlin Connolly
- 22. Cypress SD- Parisa Shukla
- 23. Paramount USD- Lucy Albera
- 24. Irvine USD- Jill Hartstein
- 25. Fullerton Joint Union High School District- Asma Chaudhry
- 26. Brea Olinda School District- Mina Choi
- 27. Simi Valley Unified School District- Ryan Comerford
- 28. Palm Springs Unified School District- Sarah Phelps
- 29. Desert Sands Unified School District- Dan Capello
- 30. Morongo Unified School District- Janet Barth

Clearbrook Farms is a family-owned business located in Downey, California that independently distributes Rockview Farms dairy products. With strong family values, they strive to deliver fresh, quality dairy products to all their customers. Clearbrook Farms was founded in 1963 by Harry Prins

Senior and was originally only a cash and carry business. With time, the business grew and was eventually passed down to his two sons. Today, the business is now on its third generation of family owners, and places emphasis on school milk distribution as well as wholesale distribution. Schools, markets and restaurants are receiving farm fresh Rockview Farms milk distributed neatly and on time. We currently serve thirty-one school districts in Southern California ranging from Ventura

County to Riverside County, as well as many preschools, restaurants and markets. With this family's passion to provide quality products you can enjoy, the business places all its attention on the customers.

Our promise to our Customers is to Deliver "on time, every time" and we have been doing that for over 60 years!



7011 Stewart & Gray Road P.O. Box 668 Downey, California 90241 www.rockviewfarms.com 562-927-5511

April 1<sup>s1</sup>, 2024

To: Clearbrook Farms RE: Safety Plan

To Our Valued Customer:

- The Proposer has documented independent verification of effective written safety plans in place.
  - Rockview Farms undergoes multiple audits and inspections annually. These include a Third Party Audit, CDFA Inspections, IMS Inspection (FDA), Check Rating Inspection (FDA), LA County Juice HACCP audit, Organic Audit, Kosher Inspections.
  - SQF Certification (GFSI) audit is scheduled for June 2022
- Proposer's staff are properly and regularly trained in current safety procedures.
  - Management and supervisory staff have received Certified PQC1 Training.
  - Management have received Certified HACCP and Certified SQF Practitioner Training.
  - Staff receive Food Safety Training annually.
- The Proposer has executive-level staff whose responsibility is to ensure food-safety.
  - Rockview Farms has C-Level staff which includes the Director of Quality Assurance whose role is to ensure food-safety.
- The Proposers facilities are regularly inspected by accredited agencies in the field of food-safety auditing.
  - Rockview Farms undergoes multiple audits and inspections annually. These include a Third Party Audit, CDFA Inspections, IMS Inspection (FDA), Check Rating Inspection (FDA), LA County Juice HACCP audit.
  - o SQF Certification (GFSI) audit is scheduled for June 2022
- The Proposer promptly and appropriately addresses safety issues raised by the food safety auditors or otherwise.
  - Corrective Actions are applied and documented when action is deemed needed by auditing or regulatory bodies.
- If called upon to do so, the Proposer's record-keeping program is such that the Proposer would be able to promptly trace any product or ingredient to its original supplier and source of origin.
  - Yes. Traceability, and Mock Recall, exercises are a standard component of Rockview Farms food-safety program. Internal exercises are conducted in addition to those required by third party agencies during audits.



7011 Stewart & Gray Road P.O. Box 668 Downey, California 90241 www.rockviewfarms.com 562-927-5511

January 7. 2024

#### HACCP Plant Affidavit

Rockview Farms assures the Food Safety of its products.

Rockview Farms is dedicated to producing safe, high quality, wholesome food products. Our products are manufactured under HACCP guidelines which conform to the Pasteurized Milk Ordinance, Appendix K, and as also outlined in the Code of Federal Regulations Title 21, Chapter 1, Subchapter B, Part 120, Hazard Analysis and Critical Control Point [HACCP] Systems.

Our HACCP programs are highly effective process control systems supported by [SSOP's] Sanitation Standard Operating Procedures and [GMP's] Good Manufacturing Practices as well as management and employee commitment. The HACCP environment created within our processing facilities enables us to continually monitor our procedures for optimum performance regarding food safety.

Rockview Farms remains committed to food safety and high-quality products. We look forward to working together with our customers to ensure the safety of our products.

Brian Taylor Dir. of Quality Rockview Dairies, Inc.

ROCK	Section: SPECIFICATION AND PRODUCT DEVELOPMENT	Revised Date: 6/18/2021	Document #: 2.3.5.1
PAMILY FARMS	Subject: FINISHED PRODUCT SPECIFICATIONS	Supersedes: 1/2/2021	Page: 1-1
IMS# 06-98	Approved By: Brian Taylor Quality Systems Director	Approval Date: 6/18/2021	Approval Signature:

## Grade "A" Fat Free Chocolate Milk

PRODUCT IDENTITY:	In general, a desired nonfat chocolate milk represents a creamy chocolate flavor with a relatively uniform and smooth texture.			
GENERAL APPEARANCE:	Fat Free chocolate milk represents a creamy light brown color.			
INGREDIENTS:	Skim milk, sugar, chocolate powder (cocoa processed with alkali, sat, corn starch, carrageenan, natural flavor, guar gum) Vitamin A Palmitate, Vitamin D <sub>3</sub> .			
PHYSICAL & CHEMICAL CHARACTERISTICS:	<ul> <li>A. Color: Light Brown to Brown</li> <li>B. Butterfat %: ≤ 0.20%</li> <li>C. Product is characterized as free from any objectionable flavor or odor</li> </ul>			
MICROBIOLOGICAL STANDARD:	A. SPC: $\leq 15,000 \text{ cfu/mL}$ B. COLI: $\leq 10 \text{ cfu/mL}$			
PROCESSING:	Processed by High Temperature Short Time (HTST) Pasteurization per Grade "A" Pasteurized Milk Ordinance (PMO) guidelines			
ALLERGEN:	Milk			

NUTRITION FACTS:

PRODUCT:

Amount Per Serving Calories	120
% Da	ily Value
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 100mg	4%
Total Carbohydrate 2	2g 8%
Dietary Fiber 0g	0%
Total Sugars 21g	
Includes 9g Added Su	igars 18%
Protein 8g	gare rere

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IMS# 06-98	Approved By: Brian Taylor Quality Systems Director	Approval Date: 6/18/2021	Approval Signature: Alerentia

## PRODUCT: Grade "A" Fat Free Chocolate Milk

SHELF LIFE: 19 days at 45°F or below

STORAGE: Product is stored at 45°F or below in refrigerated storage.

SHIPPING: Product is to be delivered in refrigerated transport truck.

PACKAGING: 8oz.

INTENDED END USE: Retail sales and general consumption.

GUARANTEE: 1. This product complies to all standards for human consumption and conforms in every respect to the provisions of the Federal Food, Drug and Cosmetics Act.

- 2. This Product complies with California's Health and Safety Code.
- 3. This product comes from cows not treated with the growth hormone rBST.
- 4. This product, to the best of our knowledge, is free from genetically modified organisms.



## FAT FREE STRAWBERRY MILK

#### SPECIFICATIONS:

Butterfat: ≤ 0.20%

Chemical Total Solids: ≥ 9.0%

Microbiological Coliform: <10 cfu/mL. S.P.C.: <15,000 cfu/mL

20 days from date of production.

SHELF LIFE: 20 days minimum dependant on temp of ≤40°F

STORAGE: 33° F - 40° F

SHIPPING: Product to be shipped below 45° F.

INGREDIENTS: Milk, Sugar, Maltodextrin, Natural Flavor, Carrageenan, Guar Gum, Beet Juice Color Powder, Vitamin A Palmitate, Vitamin D3.

8 oz. gable top cartons.

INTENDED CONSUMERS: Consumers of all ages consume this product.

INTENDED USE: Direct consumption after purchase as ready-to-eat beverage.

ALLERGEN INFORMATION: Contains Milk

#### **PRODUCT GUARANTEE:**

A Continuing Letter of Guarantee is on file stating that this product meets the standards for human consumption and conforms to the provisions of the Federal Food, Drug and Cosmetic Act (21 CFR).

I certify that the nutritional information contained on this page is true and correct.

**Nutrition Facts** Serving size 8oz (236ml) Amount per serving Calories % Daily Value\* 0% Total Fat 0g 0% Saturated Fat 0g Trans Fat 0g 2% Cholesterol 5mg 4% Sodium 100mg 7% Total Carbohydrate 20g 0% Dietary Fiber 0g Total Sugars 19g 16% Includes 8g Added Sugars Protein 8g 15% Vitamin D 2.9mcg 25% Calcium 294mg 0% Iron Omg 8% Potassium 374mg

\*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

DOCUMENT# FO-04-1400LFFSB-01



(800) 794-0978 | (888) 883-2479 Plant# 06-2374

HOLLANDIADAIRY.COM

622 E. Mission Road

San Marcos, California 92069

ROCK	Section: SPECIFICATION AND PRODUCT DEVELOPMENT	Revised Date: 1/21/2020	Document #: 2.3.5.1
VIEW	Subject: FINISHED PRODUCT SPECIFICATIONS	Supersedes: 1/15/2019	Page: 1-2
IMS# 06-98	Approved By: JOLENE BUI Quality Systems Manager	Approval Date: 2/17/2020	Approval Signature:

## GRADE "A" LOWFAT MILK

PRODUCT:

PRODUCT IDENTITY:	IN GENERAL, A DESIRED GRADE "A" LOWFAT MILK REPRESENTS A CLEAN, SWEET FLAVOR A RELATIVELY UNIFORM AND SMOOTH TEXTURE.
GENERAL APPEARANCE:	LOWFAT MILK REPRESENTS A CLEAN, NATURAL-COLOR APPEARANCE THE NATURAL COLOR IS WHITE TO OFF WHITE.
PHYSICAL & CHEMICAL CHARACTERISTICS:	A. COLOR: WHITE T OFF WHITE B. BUTTERFAT %: 0.9% to 1.1% C. MILK SOLID NONFAT %: ≥ 11.0% D. PRODUCT IS CHARACTERIZED AS FREE FROM ANY OBJECTIONABLE FLAVOR OR ODOR
MICROBIOLOGICAL STANDARD:	SPC:         ≤15.000 cfu/mL           COLIFORM:         ≤ 10 cfu/mL
PROCESSING:	Processed by High Temperature Short Time (HTST) Pasteurization per Grade "A" Pasteurized Milk Ordinance (PMO) guidelines
INGREDIENTS:	SKIM MILK, MILK, VITAMIN A PALMITATE AND VITAMIN D3.
ALLERGEN:	MILK
NUTRITION FACTS:	

Nutrition Fac 1 serving per container Serving size 1 Cup (240	
Amount Per Serving 12	20
% Daily V	alue
Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 15mg	5%
Sodium 135mg	6%
Total Carbohydrate 16g	6%
Dietary Fiber 0g	0%
Total Sugars 16g	
Includes 0g Added Sugars	0%
Protein 10g	20%
Vit. D 2.5mcg 10%         Calcium 400           Iron 0mg 0% • Potas. 400mg 8% • Vit. A 150r	N. State

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#### **GRADE "A" LOWFAT MILK** PRODUCT:

20 DAYS AT 45°F OR BELOW. SHELF LIFE:

PRODUCT IS STORED AT 45°F OR BELOW IN REFRIGERATED STORAGE. STORAGE:

PRODUCT TO BE DELIVERED IN REFRIGERATED TRANSPORT TRUCK. SHIPPING:

8 OZ. PACKAGE SIZE:

CASING & PALETTIZING:

8oz Paper Carton Case & Pallet: Case: 70 units Case Dimension: 8 3/8" (W) X 12 1/4" (L) X 10 1/8"(H) 16 Cases Per Layer, 5 Layers Per Pallet, 80 Cases Per Pallet

#### BUY AMERICAN CERTIFICATION:

Rockview Farms fluid milk products are produced in our facilities located in the USA and contain >51% domestically produced agricultural ingredients. Please request our Buy American Provision statement for additional detail.

#### CHILD NUTRITION PROGRAM:

8oz serving = 1 cup Milk

RETAIL SALES AND GENERAL CONSUMPTION AND FOR FURTHER PROCESSING INTENDED END USE:

1. This product complies to all standards for human consumption and conforms in every respect to GUARANTEE: the provisions of the Federal Food, Drug and Cosmetics Act.

- This Product complies with California's Health and Safety Code.
   This product comes from cows not treated with the artificial growth hormone rBST.
- 4. This product, to the best of our knowledge, is free from genetically modified organisms.

Section: SPECIFICATION AND PRODUCT DEVELOPMENT	Revised Date: 1/21/2020	Document #: 2.3.5.1
Subject: FINISHED PRODUCT SPECIFICATIONS	Supersedes: 1/15/2019	Page: 1-2
Approved By: JOLENE BUI Quality Systems Manager	Approval Date: 2/17/2020	Approval Signature:
	SPECIFICATION AND PRODUCT DEVELOPMENT Subject: FINISHED PRODUCT SPECIFICATIONS Approved By: JOLENE BUI	SPECIFICATION AND PRODUCT DEVELOPMENT     Date: 1/21/2020       Subject: FINISHED PRODUCT SPECIFICATIONS     Supersedes: 1/15/2019       Approved By: JOLENE BUI     Approval Date:

ROCK	Section: SPECIFICATION AND PRODUCT DEVELOPMENT	Revised Date: 1/2/2021	Document #: 2.3.5.1
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IMS# 06-98	Approved By: JOLENE BUI Quality Systems Manager	Approval Date: 1/2/2021	Approval Signature:

PRODUCT:

## **GRADE "A" FAT FREE MILK**

IN GENERAL, A DESIRED GRADE "A" NONFAT MILK REPRESENTS A CLEAN, SWEET PRODUCT IDENTITY: FLAVOR. A RELATIVELY UNIFORM AND SMOOTH TEXTURE. NONFAT MILK REPRESENTS A CLEAN, NATURAL-COLOR APPEARANCE. GENERAL APPEARANCE: THE NATURAL COLOR IS WHITE TO OFF WHITE. PHYSICAL & CHEMICAL A. COLOR: WHITE to OFF WHITE CHARACTERISTICS: B. BUTTERFAT %: ≤ 0.20% C. MILK SOLID NONFAT %:  $\geq$  9.0% D. PRODUCT IS CHARACTERIZED AS FREE FROM ANY OBJECTIONABLE FLAVOR OR ODOR ≤ 15.000 cfu/mL SPC: MICROBIOLOGICAL STANDARD: COLIFORM:  $\leq 10 \text{ cfu/mL}$ Processed by High Temperature Short Time (HTST) Pasteurization per Grade "A" Pasteurized PROCESSING: Milk Ordinance (PMO) guidelines SKIM MILK, VITAMIN A PALMITATE, VITAMIN D: INGREDIENTS: MILK ALLERGEN: NUTRITION FACTS: Nutrition Facts

Serving size	1 cup (240 mL)
Amount per serving	00
Calories	90
	% Daily Value*
Total Fat Og	0%
Saturated Fat Og Trons Fat Og	0%
Cholesterol 5mg	2%
Sodium 130mg	6%
Total Carbohydrate 12g	49
Dietary Fiber Og	0%
Total Sugars 12g	
Includes Og Added Su	
Protein 9g	189
Vitamin D 2.5mcg	109
Calcium 310mg	259
Iron Omg	0%
Potassium 420mg	9%
Vitamin A 150mcg	159
* The % Daily Value (DV) tells nutrient in a serving of food of diet. 2,000 calories a day is un nutrition advice.	ontributes to a daily

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IMS# 06-98	Approved By: JOLENE BUI Quality Systems Manager	Approval Date: 1/2/2021	Approval Signature: Alerentic

## PRODUCT: GRADE "A" FAT FREE MILK

SHELF LIFE: 20 DAYS AT 45°F OR BELOW.

STORAGE:

SHIPPING:

PRODUCT IS STORED AT 45°F OR BELOW IN REFRIGERATED STORAGE.

PRODUCT TO BE DELIVERED IN REFRIGERATED TRANSPORT TRUCK.

PACKAGE SIZE: BULK, TOTE, 6-GALLON, GALLON, ½ GALLON, QUART, PINT, 100Z, 80Z, 40Z

INTENDED END USE: RETAIL SALES AND GENERAL CONSUMPTION AND FOR FURTHER PROCESSING.

GUARANTEE: 1. This product complies to all standards for human consumption and conforms in every respect to the provisions of the Federal Food. Drug and Cosmetics Act.

2. This Product complies with California's Health and Safety Code.

3. This product comes from cows not treated with the artificial growth hormone rBST.

4. This product, to the best of our knowledge, is free from genetically modified organisms.





# Modern Pantry Lactose Free Fat Free Milk

27 - 8oz Units per Case

## **Product Description**

- Products are UHT Pasteurized under sterile aseptic conditions providing a 9 months of shelf life from the date of production.
- Product of the U.S.A. NO Preservatives
- NO Artificial Growth Hormones

## Ingredients

Reduced Fat Milk, Vitamin A Palmitate, Vitamin D3. Contains: Milk.

## **Other Details**

- Once opened, best used under refrigeration within 14 days.
- Suggested storage and delivery temperature between 33 and 95 degrees farenheit. Do not freeze.
- Fully Recyclable "Good Environmental Steward"



DFI Code: NA Unit UPC:

.

120 Cases Per Pallet

7 54686 00304 5

Case GTIN: 10754686003042 No Refrigeration Required | Pantry Fresh

Amount per serving	ainer
Calories	90
% Daily	y Value
Total Fat Og	0%
Saturated Fat Og	0%
Trans Fat Og	-
Cholesterol 5mg	2%
Sodium 130mg	6%
Total Carbohydrate 12	2g 4%
Dietary Fiber Og	0%
Total Sugars 12g	
Includes Og Added Sugars	S 0%
Protein 8g	16%
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron Omg	0%
Potassium 400mg	8%
Vitamin A 150mcg	15%

Cube	Weight	Dimensions	Palle
0.30	15.42	7.86" x 14.25" x 4.56"	

t TI/HI 15x8 pantry fresh

Sales@Diversifiedfoods.com

1-800-264-6651

www.DiversifiedFoods.com



## 100% Apple Juice

Pack Size: 40/4.23 oz. aseptic box w/straw Product Code: 400305



Preparation Instructions: For best flavor, chill before serving. Shake well. Allergens: None Code Date: "Best By" date CN Credit: ½ cup fruit





#### Suncup™ Totally Juice™ 100% Juice is All Natural with no added sugar, preservatives, or dyes.

1 serving per container Serving size 4.23 fl. oz. (125 mL)		
Amount per serving Calories	60	
9	6 Daily Value*	
Total Fat 0g	0%	
Saturated Fat 0g	0%	
Trans Fat 0g		
Cholesterol Omg	0%	
Sodium 5mg	0%	
Total Carbohydrate 14g	5%	
Dietary Fiber 0g	0%	
Total Sugars 13g		
Includes 0g Added Sugars		
Protein Og	_	
Vitamin D 0mcg	0%	
Calcium 10mg	0%	
Iron Omg	0%	
Potassium 130mg	3%	

#### Ingredients:

100% Apple Juice (Water sufficient to reconstitute Apple juice concentrate), Natural Flavors and Citric Acid

Made in the USA. Contains concentrate from USA. Argentina, Brazil, China, Chile, and/or New Zealand.

#### **Buy American Certification:**

Suncup<sup>™</sup> 100% Juice is produced in our facilities located in the USA and may contain domestic and/or imported juice concentrates, as a portion of the ingredients, based on availability and cost. No Suncup 100% juice products are imported and produced outside of the USA.

Suncup<sup>TM</sup> Juice meets the 'Limited Exceptions' clause as identified in USDA Memos SP14-2012, SP 24-2016 and SP 38- 2017.

Updated: 01/02/2023

Submitted by:

Achley Fimiano-Fox

Ashley Fimiano-Fox Quality Compliance Coordinator

IS
00774844003052
12.8 lbs.
.26
14 x 8 x 4
14 x 10
12 months

\*Where recycling of cartons exists. For more info https://www.recyclecartons.com/











## Grape 100% Juice

Pack Size: 40/4.23 oz. aseptic box w/straw Product Code: 400505



Preparation Instructions: For best flavor, chill before serving. Shake well. Allergens: None Code Date: "Best By" date CN Credit: 1/2 cup fruit



#### Suncup™ Totally Juice™ 100% Juice is All Natural with no added sugar, preservatives, or dyes.

1 serving per container	
Serving size 4.23 fl. oz.	(125 mL)
Amount per serving	
Calories	80
% D	aily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol Omg	0%
Sodium 10mg	0%
Total Carbohydrate 20g	5%
Dietary Fiber 0g	0%
Total Sugars 19g	
Includes 0g Added Sugars	
Protein Og	
Vitamin D 0mcg	0%
Calcium 10mg	0%
Iron Omg	0%
Potassium 130mg	3%

#### Ingredients:

100% Fruit Juice (Water sufficient to reconstitute Apple and Grape juice concentrates), Natural Flavors and Citric Acid

Made in the USA. Contains concentrate from USA, Argentina, Brazil, China, Chile, Mexico, Poland, Spain and/or New Zealand.

#### Buy American Certification:

Suncup<sup>111</sup> 100% Juice is produced in our facilities located in the USA and may contain domestic and/or imported juice concentrates, as a portion of the ingredients, based on availability and cost. No Suncup 100% juice products are imported and produced outside of the USA.

Suncup™ Juice meets the "Limited Exceptions" clause as identified in USDA Memos SP14-2012, SP 24-2016 and SP 38- 2017.

Updated: 01/02/2023

Submitted by:

timiano-tox

Ashley Fimiano-Fox **Quality Compliance Coordinator** 

<b>Shipping Specification</b>	าร
GTIN	00774844005056
Gross Weight	12.8 lbs.
Cube	.26
Dimensions (L x W x H)	14 x 8 x 4
Tie x High	14 x 10
Shelf Life	12 months
	PAIA





Gregory Packaging, Inc. 1125 Easton Road • Bethlehem, PA 18015 www.suncupjuice.com





\*Where recycling of cartons exists.

For more info https://www.recyclecartons.com/



## Fruit Punch 100% Juice

Pack Size: 40/4.23 oz. aseptic box w/straw Product Code: 400805



Preparation Instructions: For best flavor, chill before serving. Shake well. Allergens: None Code Date: "Best By" date CN Credit: ½ cup fruit



All Mature

100% Juice

#### Suncup™ Totally Juice™ 100% Juice is All Natural with no added sugar, preservatives, or dyes.

1 serving per container	
Serving size 4.23 fl. o	z. (125 mL)
Amount per serving	
Calories	60
9	% Daily Value*
Total Fat Og	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol Omg	0%
Sodium 5mg	0%
Total Carbohydrate 15g	5%
Dietary Fiber 0g	0%
Total Sugars 14g	
Includes 0g Added Sugars	
Protein Og	
Vitamin D 0mcg	0%
Calcium 18mg	2%
Iron Omg	0%
Potassium 130mg	3%

#### Ingredients:

100% Fruit Juice (Water sufficient to reconstitute Apple, Pear, Orange and Pineapple juice concentrates), Natural Flavors and Citric Acid Made in the USA. Contains concentrate from USA. Argentina, Brazil, China, Chile, Costa Rica, Mexico, Poland, Spain and/or New Zealand.

#### **Buy American Certification:**

Suncup<sup>™</sup> 100% Juice is produced in our facilities located in the USA and may contain domestic and/or imported juice concentrates, as a portion of the ingredients, based on availability and cost. No Suncup 100% juice products are imported and produced outside of the USA.

Suncup<sup>™</sup> Juice meets the "Limited Exceptions" clause as identified in USDA Memos SP14-2012, SP 24-2016 and SP 38- 2017.

Updated: 01/02/2023

Submitted by:

Ashley Timiano-Tox

Ashley Fimiano-Fox Quality Compliance Coordinator

Shipping Specification	ns
GTIN	00774844008057
Gross Weight	12.8 lbs.
Cube	.26
Dimensions (L x W x H)	14 x 8 x 4
Tie x High	14 x 10
Shelf Life	12 months
	PA/A2

\*Where recycling of cartons exists. For more info https://www.recyclecartons.com/











## Orange Tangerine 100% Juice

Pack Size: 40/4.23 oz. aseptic box w/straw Product Code: 402405



Preparation Instructions: For best flavor, chill before serving. Shake well. Allergens: None Code Date: "Best By" date CN Credit: ½ cup fruit



#### Suncup™ Totally Juice™ 100% Juice is All Natural with no added sugar, preservatives, or dyes.

1 serving per container		
Serving size 4.23 fl. oz. (125 mL)		
Amount per serving		
Calories	60	
%	Daily Value*	
Total Fat Og	0%	
Saturated Fat 0g	0%	
Trans Fat 0g		
Cholesterol Omg	0%	
Sodium 10mg	0%	
Total Carbohydrate 15g	5%	
Dietary Fiber 0g	0%	
Total Sugars 13g		
Includes 0g Added Sugars		
Protein Og		
Vitamin D 0mcg	0%	
Calcium 19mg	2%	
Iron Omg	0%	
Potassium 200mg	6%	

#### Ingredients:

100% Fruit Juice (Water sufficient to reconstitute Pear, Orange, Tangerine and/or Apple Juice concentrates), Natural Flavors and Citric Acid Made in the USA. Contains concentrate from USA, Argentina, Brazil, Costa Rica, China, Mexico, and/or Spain.

#### **Buy American Certification:**

Suncup™ 100% Juice is produced in our facilities located in the USA and may contain domestic and/or imported juice concentrates, as a portion of the ingredients, based on availability and cost. No Suncup 100% Juice products are imported and produced outside of the USA.

Suncup™ Juice meets the 'Limited Exceptions' clause as identified in USDA Memos SP14-2012, SP 24-2016 and SP 38- 2017.

Updated: 01/02/2023

Submitted by:

Timiano-Tox

Ashley Fimiano-Fox Quality Compliance Coordinator

Shipping Specification	ns
GTIN	00774844024057
Gross Weight	12.8 lbs.
Cube	.26
Dimensions (L x W x H)	14 x 8 x 4
Tie x High	14 x 10
Shelf Life	12 months

PAIAL

\*Where recycling of cartons exists. For more info https://www.recyclecartons.com/











## 100% Apple Juice

Pack Size: 40/6.75 oz. aseptic box w/straw Product Code: 410305



Preparation Instructions: For best flavor, chill before serving. Shake well. Allergens: None Code Date: "Best By" date CN Credit: ¾ cup fruit



#### Totally Juice™ 100% Juice is All Natural with no added sugar, preservatives, or dyes.

1 serving per container		
Serving size 6.75 fl. oz. (200 mL)		
Amount per serving		
Calories	90	
	% Daily Value*	
Total Fat Og	0%	
Saturated Fat 0g	0%	
Trans Fat 0g		
Cholesterol Omg	0%	
Sodium 10mg	0%	
Total Carbohydrate 23g	8%	
Dietary Fiber 0g	0%	
Total Sugars 21g		
Includes 0g Added Sugars		
Protein Og		
Vitamin D 0mcg	0%	
Calcium 17mg	2%	
Iron Omg	0%	
Potassium 250mg	7%	

#### Ingredients:

100% Apple Juice (Water sufficient to reconstitute Apple Juice Concentrate), Natural Flavors, and Citric Acid.

Made in the USA. Contains concentrate from USA. Argentina, Brazil. China, Chile, and/or New Zealand.

#### Buy American Certification:

Suncup™ 100% Juice is produced in our facilities located in the USA and may contain domestic and/or imported juice concentrates, as a portion of the ingredients, based on availability and cost. No Suncup 100% juice products are imported and produced cutside of the USA.

Suncup™ Juice meets the "Limited Exceptions" clause as identified in USDA Memos SP14-2012, SP 24-2016 and SP 38- 2017.

Updated: 01/02/2023

Submitted by:

timiano-tox

Ashley Fimiano-Fox Quality Compliance Coordinator

0774844103059 0.1 lbs.
77
37
6 x 8 x 5
2 x 8
2 months

\*Where recycling of cartons exists. For more info https://www.recyclecartons.com/











## Orange Tangerine 100% Juice

Pack Size: 40/6.75 oz. aseptic box w/straw Product Code: 412405

GF Gluten Free K Star-K Kosher Recyclable\*

Preparation Instructions: For best flavor, chill before serving. Shake well. Allergens: None Code Date: "Best By" date CN Credit: ¾ cup fruit



## Totally Juice ™ 100% Juice is All Natural with no added sugar, preservatives, or dyes.

Nutrition	Facts
1 serving per container	
Serving size 6.75 fl.	oz. (200 mL)

Amount per serving Calories	100
	% Daily Value
Total Fat Og	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol Omg	0%
Sodium 20mg	0%
Total Carbohydrate 24g	8%
Dietary Fiber 0g	0%
Total Sugars 22g	
Includes 0g Added Sugars	
Protein Og	
Vitamin D 0mcg	0%
Calcium 30mg	3%
Iron Omg	0%
Potassium 300mg	8%

#### Ingredients:

100% Fruit Juice (Water sufficient to reconstitute Pear, Orange, Tangerine and/or Apple Juice Concentrates), Natural Flavors, and Citric Acid. Made in the USA. Contains concentrate from USA. Argentina, Brazil, Costa Rica, China, Mexico, and/or Spain.

#### Buy American Certification:

Suncup™ 100% Juice is produced in our facilities located in the USA and may contain domestic and/or imported juice concentrates, as a portion of the ingredients, based on availability and cost. No Suncup 100% juice products are imported and produced outside of the USA.

Suncup<sup>™</sup> Juice meets the "Limited Exceptions" clause as identified in USDA Memos SP14-2012, SP 24-2016 and SP 38- 2017,

Updated: 01/02/2023

Submitted by:

Timiano-tox

Ashley Fimiano-Fox Quality Compliance Coordinator

Shipping Specification	ns
GTIN Gross Weight	00774844124054 20.1 lbs.
Cube	.37
Dimensions (L x W x H) Tie x High	16 x 8 x 5 12 x 8
Shelf Life	12 months

PA/AZ

ge/Tangeri

100% Juice

\*Where recycling of cartons exists. For more info https://www.recyclecartons.com/











# **iLEAD** Lancaster 2024-2025 Local Control **Accountability Plan**

# **School at a Glance**

Learner Outcomes

## Lifelong Learner

**Empathetic Citizen** 

Authentic Individual

## **Design Thinker**

Grades TK-8 795 Learners 115 Staff



33% African American .5% American Indian 45% Hispanic/Latino .5% Filipino 11% White **9% Two or More Races** 



# **Greatest Needs**

43% increase of English Learners making progress toward English proficiency and 12% increase in the reclassification rate of English Learners

**Greatest Progress** 

Significant gains in Math for all learner groups on the 2023 CAASPP

Significant gains in ELA for English Learners, African American learners, students with disabilities on the 2023 CAASPP

50% reduction of Misassignments of Teachers of English Learners and 25% overall reduction of teacher misassignments

10% increase in positive school-teacher relationships on annual Panorama family survey



GOALS

Continue to increase learner achievement for all in ELA and Math through data analysis, focused instruction, MTSS, and assessment and monitoring systems. Measured by MAP and CAASPP.

Increase learner engagement by decreasing chronic absenteeism and suspension rates

Local Control Accountability Plan [state plan for funding aligned with metrics and state priorities]

## AWAKEN

1. Awaken the leader in everyone through Project-Based Learning, Social-Emotional Learning, and Individualized Learning. Cultivate a thriving school community by providing a safe environment, generating active engagement between the school and its educational partners, and ensuring all learners are ready for postsecondary endeavors.

## BUILD

2. Build Lifelong Learners and Design Thinkers by providing all learners with a rigorous, creative, and broad program to maximize academic achievement as outlined in the school's charter.

## 

3. Champion Empathetic Citizens and Authentic Individuals who feel safe, supported, and encouraged by their school community

# **Maintenance Actions**

**1.1** Maintain Safe, Clean, Welcoming School Facilities 1.2 Fund High-Quality Staff

**1.3** Fund High-Quality Staff Who Bridge Learning Gaps

**1.4** Inclusively Collaborate with Educational Partners

1.5 Prioritize Active Engagement with Educational Partners with

a Focus on Unduplicated Pupils

2.1 Ensure Access to Standards-Aligned, Tier I Instructional **Materials** 

2.2 Ensure Access to Standards-Aligned, Tier II and III Instructional Materials

2.5 Foster a Staff Culture of Excellence through Lifelong Learning

3.2 Implement Multi-Tiered Systems of SEL Support

3.3 Provide Access to High-Quality Counseling

**3.4** Increase Counseling and Services for High-Needs Learners



**1.6** Build Social Capital and Recognize and Celebrate Learner Achievement

**2.3** Deliver Effective ELD Programming

2.4 Implement MTSS and PBL Instruction and Assessment with Fidelity 3.1 Commit to Proactive and Restorative Discipline Practices 3.5 Nurture a Safe and Engaging School Environment That Learners Are **Excited About** 

## **Bridging Gaps for Unduplicated Learners**



**1.3** Fund High-Quality Staff Who Bridge Learning Gaps 1.5 Prioritize Active Engagement with Educational Partners with a Focus on **Unduplicated Pupils** 

2.2 Ensure Access to Standards-Aligned, Tier II and III Instructional Materials 2.3 Deliver Effective ELD Programming

3.4 Increase Counseling and Services for High-Needs Learners