



MEETING AGENDA - Empower Generations 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	Thursday, September 8, 2022
Start Time	4:00 PM
End Time	5:30 PM
Location	This meeting will be held virtually. You may join us on ZOOM at: Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular Scheduled Meeting

Agenda

1. Opening Items

1.1. Call The Meeting To Order

1.2. Roll Call

1.3. Pledge Of Allegiance

1.4. Approve Agenda

Due date: 9/8/2022

1.5. Approve Minutes

Discuss and take action on the Board Meeting Minutes.

Due date: 9/8/2022

Documents

- Minutes-2022-07-26-v1.pdf
-

2. Public Comments

2.1. Public Comments

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

3. Closed Session

3.1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Gov. Code section 54956.9(d)(2): 1 Matter

4. Report of Closed Session

5. Consent Items

5.1. Personnel Report

Due date: 9/8/2022

Documents

- 8.29.22Personnel Report_Empower.pdf
-

5.2. AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements

AB 361 Emergency Legislation regarding the Board and public to meet safely in person or virtually given measures to promote social distancing.

Due date: 9/8/2022

Documents

- EG - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements (4).pdf
-

5.3. EG & AP-Lancaster LCC Lease 4th Amendment

Extended lease for temporary space through October 31, 2022.

Due date: 9/8/2022

Documents

- 4th Amendment to License 08.02.22.pdf
-

6. Discussion and Reports

6.1. School Director Report

Documents

- Director Report 9_1_2022.pdf
-

6.2. iCA Shared Resource Agreement

Review iCA Shared Resource Support for School Director, staff, and learners.

Documents

- 2022-2023 iCA Strategic Goals and Accomplishments 21-22.pptx (2).pdf
 - Approved - 21-22 iCA Resource Sharing Agreement 060421 (14).pdf
-

6.3. Brown Act Training - Closed Session

Review Closed Session laws under the Ralph M. Brown Act

Documents

- Closed Session Cheatsheet (1).pdf
-

7. Action Items

7.1. Excess Liability Insurance Proposal

Discuss and take action regarding additional cost for insurance as it relates to the new construction.

Due date: 9/8/2022

Documents

- Quote.pdf
-

8. Board Comments

8.1. Board Comments

9. Closing Items

9.1. Next Meeting Date

October 27, 2022

9.2. 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 publicly posted 72 or 24 hours prior to the meeting as required by law.

MEETING MINUTES - Empower Generations Board

Meeting

	Special meeting
Date	Tuesday, July 26, 2022
Started	4:10 PM
Ended	5:30 PM
Location	This meeting will be held virtually. You may join us on ZOOM at; Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Conference with Legal Counsel Construction Bids 2020-2021 Audit Report Independent Study Policy Family Guidebook Graduation Requirements
Chaired by	Michelle Fluke
Recorder	Roselia Calderon

Minutes

1. Opening Items

1.1. Call The Meeting To Order

Meeting was called to order at 4:10 p.m.

Status: Completed

1.2. Roll Call

All Board Members were present except Hannah-Marie.

Status: Completed

1.3. Approve Agenda

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Hannah-Marie Absent

Due date:

Status: Completed

1.4. Approve Minutes

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Hannah-Marie Absent

Due date:

Status: Completed

Documents

- Minutes-2022-06-30-v1.pdf

2. Public Comments

2.1. Public Comments

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

No Public Comments were made.

Status: Completed

3. Closed Session

3.1. Conference with Legal Counsel - Anticipated Litigation

Gov. Code section 54956.9(d)(2): 1 Matter

Status: Completed

4. Report of Closed Session

No Action was taken in Closed Session.

Status: Completed

5. Action Items

5.1. Construction Bids

Discuss and take action regarding current construction project.

Malaka Donovan presented the Construction Bids and answered questions of the Board. Discussion took place.

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Hannah-Marie Absent

Due date:

Status: Completed

Documents

- CONSTRUCTION UPDATE JULY 22, 2022.pdf
-

5.2. 2020-2021 Audit Report

Discuss and take action to accept the 2020-2021 audit report.

Kelly O'Brien, iCA Support Provider, and Wade McMullen, CLA, gave the 2020-2021 Audit Report, discussion took place.

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Hannah-Marie Absent

Due date:

Status: Completed

Documents

- Empower Generations Draft Audit 2021.pdf
 - Empower WTB Audit 2021.pdf
 - Empower AJEs RJE's Audit 2021.pdf
 - Empower Governance Communication Draft Audit 2021.pdf
-

5.3. Public Hearing and Adoption of Updated Independent Study Policy

The Governing Board shall consider, in a public hearing, the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of pupils and take action accordingly.

Cassandra Coleman, iCA Support Provider, presented the Public Hearing and Adoption of Updated Independent Study Policy.

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Hannah-Marie Absent

Due date:

Status: Completed

Documents

- Updated Empower Generations Independent Study Policy(5227348.1).pdf
-

5.4. Revised Graduation Requirements

Discuss and take action regarding the revised Graduation Requirements as required by law.

Allison Bravo, iCA Support Provider, present Revised Graduation Requirements.

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Hannah-Marie Absent

Due date:

Status: Completed

Documents

- Updated - Empower Generations_Innovation Studios Graduation Requirements (2).pdf
-

5.5. Revised Family Guidebook

Discuss and take action regarding the revised learner requirements as outlined by law.

Allison Bravo, iCA Support Provider presented the Revised Family Guidebook.

Motion: Marcia

Seconded: Annaliisa

Unanimously Passed

Hannah-Marie Absent

Due date:

Status: Completed

Documents

- Updated - Empower Generations 2022-2023 Family Guidebook .pdf
-

6. Board Comments

6.1. Board Comments

No Board Comments were made.

Status: Completed

7. Closing Items

7.1. Next Meeting Date

September 8, 2022

September 8, 2022

Status: Completed

7.2. Adjournment

Meeting Adjourned at 5:30 p.m.

Status: Completed

EMPLOYMENT – NEW HIRES

Ramirez, Jennifer	Care Team - Classroom Support	08.22.22
Twigg, Connor	Ed Specialist	07.01.22
Zamudio, Jonathan	Care Team - Student Support	08.15.22

RESIGNATIONS/TERMINATIONS

Gibson, Robert	Ed Specialist	07.01.22
Sterling, Robert	Care Team - Classroom Support	08.01.22
Vasquez, Stephanie	Community Partnership Coordinator	07.21.22

STATUS CHANGE

Chadwick, Jeannette	Substitute to Facilitator	07.01.22
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AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements Board Approved:

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

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

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

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

Whereas, AB 361 states that:

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

Whereas, SB 361 requires:

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

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

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

**10th STREET COMMERCE CENTER
FOURTH AMENDMENT TO TEMPORARY SPACE LICENSE AGREEMENT**

This FOURTH AMENDMENT TO TEMPORARY SPACE LICENSE AGREEMENT (this "**Amendment**"), dated as of August 2, 2022, is entered into by and between **AP-LANCASTER LLC**, a Delaware limited liability company ("**Licensor**"), and **EMPOWER GENERATIONS**, a California non-profit corporation ("**Licensee**"), with reference to the following recitals of fact:

A. Licensee and Licensor are parties to that certain Temporary Space License Agreement dated as of July 27, 2021, as amended by that certain First Amendment to Temporary Space License Agreement dated as of October 19, 2021, that certain Second Amendment to Temporary Space License Agreement dated as of December 16, 2021, and that certain Third Amendment to Temporary Space License Agreement dated as of March 1, 2022 (together, the "**License Agreement**"), whereby Licensor granted to Licensee a license to occupy 1,235 rentable square feet of space located at 44248 10th Street West, Lancaster, California (the "**License Space**"), as is mor particularly described in the License Agreement.

B. Licensor and Licensee now desire to enter into this Amendment in order to amend the License Agreement as is set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **CAPITALIZED TERMS.** Unless otherwise expressly provided in this Amendment, initially capitalized terms used in this Amendment shall have the meanings assigned in the License Agreement.

2. **EXTENSION OF THE LICENSE TERM.** The License Term is hereby extended until **October 31, 2022** (the "**Expiration Date**"). The foregoing notwithstanding, Licensor and Licensee shall each have the option to terminate the License Term on no less than thirty (30) days' prior written notice to the other party, provided that in no event shall the License Term terminate prior to September 30, 2022.

3. **LICENSE FEE.** The License Fee under for Licensee's continued use of the License Space for the period of September 1, 2022 to October 31, 2022 shall be **\$2,000.00** per month, payable in accordance with the applicable provisions of the License Agreement.

4. **INSURANCE.** Concurrently with Licensee's execution and delivery of this Amendment, Licensee shall deliver to Licensor a certificate of insurance evidencing that Licensee has extended the insurance coverages for the License Space until at least the Expiration Date (as defined above) in compliance with the applicable provisions of the License Agreement.

5. **MISCELLANEOUS PROVISIONS.**

a. **Entire Agreement; Time of Essence.** This Amendment represents the entire agreement among the parties with respect to the matters contained in this Amendment and supersedes any prior negotiations, representations, or agreements, whether written or oral, with respect to the Amendment. This License Agreement may be amended, modified, or altered only by written instrument, signed by Licensee and Licensor. The parties hereby specifically acknowledge and agree that time is of the essence in all matters pertaining to this Amendment.

b. **Legal Advice; Neutral Interpretation.** Each party has received independent legal advice from their attorneys with respect to the advisability of executing this Amendment and the meaning of the provisions hereof. The provisions of this Amendment shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language.

c. **Severability.** If any term, covenant, condition or provision of this Amendment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or

provisions of this Amendment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

d. Submission of Agreement; Authority. The submission of this Amendment to Licensee, Licensee's agent or attorney for review or signature does not constitute an offer to Licensee. This License Agreement shall have no binding force or effect until its execution and delivery by both Licensor and Licensee. Each individual executing this Amendment on behalf of a partnership, corporation or other entity represents that he or she is duly authorized to execute and deliver this Amendment on behalf of the corporation, partnership and/or other entity and agrees to deliver evidence of his or her authority if requested by Licensor.

e. No Brokers. Licensee hereby acknowledges and agrees that Licensor shall not be responsible for the payment of any commission, fee or other compensation claimed by any real estate broker, agent or other representative of Licensee in connection with this Amendment. Licensee further agrees to indemnify and hold Licensor harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker, agent or other representative in connection with this Amendment or its negotiation by reason of any act of Licensee.

f. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Any party may transmit its signature electronically or by email attachment, and such electronic signature or email attachment shall be deemed an original ink signature for all purposes.

IN WITNESS hereof, the parties hereto have executed this Amendment the day and year first written above.

LICENSOR:

**AP-LANCASTER LLC, a
Delaware limited liability company**

By: DGA-Properties LLC, a
Delaware limited liability company
Its: Managing Member

By: Abbey-Properties LLC, a
Delaware limited liability company
Its: Managing Member

By: 
Tracey R. Bard, Jr.
Its: Vice President

LICENSEE:

**EMPOWER GENERATIONS, a
California non-profit corporation**

By: 
Malaka Donovan 08/05/2022
Its: School Director

Empower Generations
Innovation Studios
School/Studio Director's Report - Malaka Donovan
Sep 1, 2022

Curriculum and Instruction Presentations of Learning

Teambuild in Advisories first week

NWEA MAP testing second week

- 59 learners completed
- 5 in progress
- 7 not started
- Others have opted out

Professional Learning/Facilitator Support

- Participated in New Staff Support and Camp Make from August 3rd - August 12th
- Collaborated project planning August 15th- August 19th
- Staff Connections Tuesdays & Thursdays

Enrollment

Total Enrollment = 82 learners

9th grade = 19 learners

10th grade = 21 learners

11th grade = 13 learners

12th grade = 29 learners

Construction Update:

Walls/Framing waiting on inspection

Electrical almost done

Plumbing almost done

Fire Sprinklers almost done

New front doors

Wall cut for back doors

Sinks, toilets, servery appliances, water heaters all delivered

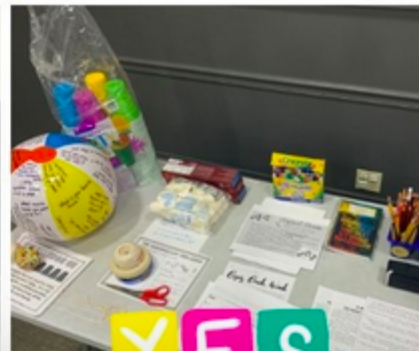
Next Steps:

HVAC, floors, back door, fencing, flooring, installation, Fire Life Sprinkler System

Crossing fingers for 3 weeks.

OTHER

- EPIC (Educational Partnerships/Internship Coordinator) Person - Jennifer
 - Internships/Service Learning for learners
 - Authentic way of interacting with our community





iCA Accomplishments 2021-2022



Accomplishments: Makers



- Project and Initiative Focused
 - Culture task force and initiatives
 - NGSS tools and support training
 - PBL Design Guide/PBL New Director support to develop PBL acumen/ Completed PBL Works Innovative Leader Program
 - Chart the course for what PBL can look like in a homeschool environment (with AV, OC Studio, and “Big Exploration”), elementary PBL for iLEAD Online and virtual project, DreamUp to Space
 - CA Regional Data Improvement Science Cycle (focus on improving PBL practices using data points)
 - Arts Integration through TEAL
- Data Driven
 - Soft rollout of iDEAL with each school site
 - Data Stories, Director Slide Deck
 - Revamped Data Meetings Process for better efficiency, a higher level of comprehensiveness and effectiveness
 - Supported all testing (NWEA, CAASPP) increasing participation rates at all sites
- Learner Engagement and Success
 - Two learner teams from 4 sites collaborated with UCLA scientists at their lab for post flight analysis of experiments that returned from the International Space Station
 - Two learner teams from 3 sites have met all year for experiment optimization in preparation for experiments launching to ISS in Oct 22
 - iLEAD Student Aerospace Projects: 5 of our programs participated in Soaring Aeronautics with 100 learners participating; 2 sites ran miniPCR and Genes in Space
- Educational Partner Engagement
 - Year-long webinar on each of the iLEAD Learner Outcomes for Exploration families
 - Six-session live & recorded webinar on parenting strategies for ALL families
 - Women in Aerospace Panel; Advisory Council for Exploratorium partners, Creative Learning Systems
- Collaboration and Support
 - MATH: Streamlining math programs across the sites (Bridges and CPM); math collaborative sessions across sites; improved math scores and daily practices; targeted weekly math coaching and support; iLEAD math website; created math videos to support facilitators
 - STEAM opportunities presented to Directors to plan for and budget for 22-23
 - Partnered with SPED Department to model and train in co-teaching in our schools

Accomplishments: Learner Support



- Continued to move more student support related-service providers and assessors in-house to directly support learners and families and decrease outside provider costs
- Increased behavioral support to directors, special education staff, general education staff across all six schools..
- Supported 800+ learners through the assessment process across all six schools.
- Decreased number of SPED due process / mediation cases across all six schools.
- Increased compliance processes in regards to CALPADS, Child Find, and SEIS.
- Parent and staff webinars provided bi-weekly by occupational therapists, speech therapists, psychologists, mental health counselors, behavior therapists and education specialists.
- Supported directors with disproportionately compliance ,
- Increased communication and support with directors through weekly check-ins, Think Tanks, Zoom calls, and site visits.
- Trainings all on Brightspace asynchronous and synchronous trainings for every department.
- Increased behavioral support on campuses for learners struggling with the return from COVID.
- Provided SST and 504 support for all six schools.
- Increased MTSS supports for all six schools and increased response to intervention supports for all learners
 - Tier One: Occupational Therapy; Speech Sound and Language Development; Orton-Gillingham Intervention; Lunch Bunch; Parent Webinars; M-F Counselor Office Hours for staff/families
 - Tier Two: Social / Emotional Groups; Speech and Language Intervention
 - Tier Three: Speech and Language Intervention
- Completed 6th Annual Student Support Symposium available to all faculty, staff, and families
- Fine tuned and carried out star search process with HR to staff all schools with student support certified staff and interns.
- Submitted plans to the SELPA for Learning Loss funds for Special Education learners, which was an increased financial support to all school sites.
- SMAA reporting that resulted in additional revenue for each site.

Accomplishments: EL, Foster, Homeless Youth



- EL, Foster, Homeless Annual Notifications and ELPAC Results
- Built EL Documents Folders for each site
- Foster Reports to Sites and shared resources throughout the year
- Updated school websites with Homeless Youth Information and Resources
- LTEL Family Notifications
- ELAC at iLEAD Hybrid, iLEAD Lancaster, and SCVi
- Increased Reclassification Rates at Empower, SCVi, Lancaster, Online, Agua Dulce, and Hybrid
- Building relationships with support people at LACOE for Foster and Homeless Youth
- ELLEVATION and Brain Pop ELL trainings
- Continuing search for Designated ELD curriculum
- Welcomed new EL Coordinators at Online, Agua Dulce, AV, and SCVi
- Weekly Pathways checks to correct any misidentified learners
- Initial ELPAC testing throughout the year
- Summative ELPAC testing from Feb 1-May 3
- Alternate Summative ELPAC given first time this year
- Monthly EL Collabs to build community and capacity around EL policies and programs

Accomplishments: Special Programs



- Dual Language Program at SCVi -
 - Expanded grades
 - Codified program and wrote master plan
 - developed and prepared for full implementation in 22-23 school year
 - Joined the CDE Visiting teacher program to bring in teachers from Spain and Mexico for the 22-23 school year
- Title Program
 - Set up 1st year title programs for 5 schools
 - School Site Councils developed
 - SPSAs approved
 - Pars for all employees working with learners in the program
 - Budgeting, monitoring, and quarterly CMDC reporting
- Career/Technical Education program codified
- One Time Covid Relief funds (State and Federal)
 - Writing approving, and implementation support of school plans (ELO-G, ESSER, IPI)
 - Budgeting and monitoring one time funds for all 6 schools
 - Bi-monthly AB130 reporting, quarterly Esser reporting, annual Esser reporting
 - Trained school staff
- Universal TK
 - Adoption of policies for Admission, adoption of UPK plan for school sites
 - Assistance in compliance for credentialing, budgeting, planning, curriculum, etc.
- PARSEC Go implementation - data platform
- High School Programs: GSSMD and Biliteracy supported, SCVi AP testing set up, SCOIR accounts for all schools up and running, iAD IB Application for Candidacy completed
- ELO-P: Planning and implementing required ELO-P program for three schools to have an additional 9 hours and 30 extra days for TK-6 grade unduplicated learners starting July 2022 summer school

Accomplishments: Diversity, Equity and Inclusion



- Through collaboration with Restorative Equity Partnership, the year two task force was divided into five action teams:
 - Learner-Centered Support
 - Recruiting, Hiring and Retention
 - Opportunity and Access
 - Professional Learning
 - School and Community Relationships
- Initial Equity training has been provided for all instructional staff (new staff trained each year)
- Each team collaborated to develop an educational partner survey or listening session for their specified area
- Listening sessions and surveys were conducted and analyzed to determine the best direction for the 2022-23 school year.
- Next year, there will be an emphasis on supporting site directors at the school level.

Accomplishments: Leadership/Site Support



- Organization of important documents into a site dashboard for ease of use and location for directors to easily obtain
- Monthly support for site directors through individual Operations collabs, Director Check Ins, and SDC
- Monthly support for office staff through individual site collabs and OMC
- Support for sites on state reporting and student information system
 - Support for school lottery and enrollment/registration
- Monthly Counselor Collab support
- iAD High School planning and support
- Hybrid AV Exploration school planning, implementation, and support
- Independent Study Collab to implement new legislation
- Universal Pre Kindergarten Collab
- ELO-P support and Implementation
- Collaboration to further develop data protocols, director support, and educational partner meetings for the 2022-23 year.
- Weekly site visits
- Leadership substitutes
- New Director and Counselor Calendar development for 22-23 school year
- Facilitated instruction virtually to provide support for COVID Independent Study learners taking this off of sites
- Cognitive Coaching

Accomplishments: School, Community, & Authorizer Relations



- Maintained strong relationships with and served as point of contact for school authorizers
- Completed Annual review with authorizers for each charter (FCMAT report, board meetings, authorizer meetings)
- Originated iCA newsletter
- Screened and answered options@ and info@ emails leading to enrollment
- Hosted a weekly radio show spotlighting our schools and programs (the show airs to Santa Clarita, Agua Dulce, and across Lancaster and streams online).
**The show has been so successful that the station owners give us a second hour for free!*
- Represented iLEAD in the Lancaster, Santa Clarita, & Acton Agua Dulce communities at community events and with local community and elected leaders.
(We have nurtured **strong** relationships with our 2 CA Assembly members, CA State Senator, US Congressman, City Councilmembers, local school board members, Chambers of Commerce, etc.)
- Represented SCVi (and iLEAD) on the Santa Clarita Sister Cities Executive Board and at community events.
- Coordinated iLEAD's partnership with Create California on CA State Arts Education Advocacy
- Represented iCA STEAM at the following conferences: AIAA ASCEND, CA Charter School Conference, National Science Teacher Association Conference, SXSW, Edweb, Edweek, International Astronautical Congress, AIAA
- Increased our community partnerships with aerospace and science experts in NASA, US Air Force, US Space Force, local aviation community
- Published weekly articles/periodicals on PBL, SEL, and other pedagogical practices (Making Magic articles)
- Partnered with NAACP to bring Black History Month celebration to SCVi
- Served as a community representative to various other committees and boards (Regional Arts Education Liaison, Arts for LA steering committee, Arts for Santa Clarita board president, LA County Arts Coordinators Monthly Collab, California Arts Council, National Guild for Community Arts Education, etc.)
- Represented iLEAD on the Los Angeles Arts Ed Collective (grants, coaching, create career pathways development etc.)

Accomplishments: Employee Services



- OVERALL - the Collaborative culture built within the team and the push to support clients and iCA organizations.
- Job Description project - Progress, audit and “completion” in sight.
- Facilitator Credentialing - Awareness, monitoring and evaluation of process.
- Employee Service growth- identify areas of need and improvement (Support positions in the areas of Benefits, On-Boarding, Payroll, and Leadership).
- Successful Collaboration between Federal funding and Grant programs and ES in order to achieve federal compliance.
- Kept steady the level of professionalism and integrity when dealing with Employee Relations, and employee support (All sub department) matters.
- Supported clients in their most desperate need.

Accomplishments: Technology



- Technology Support
 - Tickets: 12,971, Avg First Reply Time: 2.99 hours
 - Implemented an MDM platform for our window devices
 - Opened our Apple SSA/GSX account
 - In-depth inventory audits as devices return from distance learning
 - Project management/automation for improved IT onboarding
 - Platform audit, restructure, and integrations
 - Collaborating with site directors to develop their technology budgets
 - Exploration learner technology process streamlined - devices enrolled in management platform & filtered
- EdTech
 - LMS adoption and implementation with year 1 learnings ready to adapt and adjust for year 2 to better serve schools
 - Digital Citizenship/Leadership for K-5 with 6-12 and staff support in development
 - Maker and student support collaboration for ed tech initiatives and professional learning through new platform

Accomplishments: Board Support



- Board Member Teams Are Cohesive At Each Of The Schools That We Support
 - Each Board Member Has A Voice, Is Engaged, & Seeks Understanding To Govern The School
- School Directors Have Relationships With Their Board Members
 - Emails, Invitations, Phone Calls, Continual Sharing Of Vital Information To Allow Board Members To Make Informed Decisions To Govern and Celebrate The Learners
- iCA Assisted To Boards On Policy Development Based On Requirements And Best Practices
 - Sp Ed - IEE Policies and Procedures, SPED Shared Services Updated, Mental Health Policy Renewal
 - Policies- Admissions and Enrollment Policy, Independent Study Policy , Revised Uniform Complaint Revision, , Equity Policy, PE Policy, School Records Retention and Disposal Policy, Learner Records Maintenance, Retention, and Destruction Policy, Revised Title IX Policy, Learner Residency Policy
- iCA Team Supported The OnBoarding Of 3 New Board Members and The OffBoarding Of 5 Board Members For The Schools That We Support
 - OnBoarding - Technology Platforms, Public/Authorizer/County/CSDC Notice, Governance and Board Meeting Training
 - OffBoarding - Removal From Technology Platforms, Public/Authorizer/County Notice, Service Plaques
- iCA Team Supported 38 Regularly Scheduled Board Meetings and 22 Special Board Meetings For The Schools That We Support

Accomplishments: Accounting & Financial Support



- **Revenue/Cash flow** - Cash is stable for all six schools and iLEAD California
 - Tracked \$62+ Million in federal/state/local revenue for fiscal operations of 6 schools, 1 shared service (iCA)
 - Weathered funding deferrals equaling \$13.7 Million through CSFA ASAP TRAN program
- **AP Bills and Payroll** - paid \$60+ Million expenses/273,000+ lines of data (108 insurance bills, 216 payrolls, 15,688 bills)
- **Financial Reporting** - to Educational Partners, Boards, District/Authorizer, SELPA, State, Federal
 - Prepared and submitted 150+ financial reports
 - Collaborated with Special Programs Team on 50+ special funding reports
 - Prepared and presented 100+ financial reports at 60+ Board Meetings
- **Operations Collabs** - Held 60+ operations collabs with School Directors (10+ collabs/school)
 - BOOST (budget/finance), Employee Services, Technology, Facilities, Data Compliance, Student Support (SpEd)
- **Platform Implementations** - Sage Intacct, Bill.com (digitized AP approval system), ADP (payroll)
- **Fiscal Compliance/Operations** - Improvement of standard operating procedures and fiscal systems
 - Designed & implemented accounting/reporting system for 19 (and growing) new funding sources
 - Passed Federal funding audit for three schools - audit goes well
 - Fiscal/Operations Compliance clean up - separation of leases, contracts, employees, billing

Accomplishments: Compliance/Reporting



- New this year: iCA fully supported all six schools to develop and write the LCAP and SARC.
- Alignment of LCAP to state priorities, required measurable outcomes, iLEAD initiatives and WASC.
- Building out of FAQ documents and how to's as it relates to compliance and reporting for sites.
- Successful and timely attendance, CALPADS, CBEDS, and Civil Rights reporting.
- Support in compliance for new state initiatives in regards to Independent Study (AB 167)
- WASC-systems established. EG-initial accreditation with 6 years (max), AD-grade 9 added for approval. SCVi-appeal granted and 6 year accreditation given, Hybrid-3 year mid-cycle visit-successful reaffirmation of accreditation for 3 more years.
- CCI Support-data reporting cleaned up, UC portal cleaned, AD UC approved, CAL-PASS Plus and National Clearinghouse reporting MOU and 1st year reporting.
- Oversight of NSLP program for 5 programs and successful NSLP audit with no findings.
- Secured additional funding for NSLP program through COVID initiatives (KIT funding, etc).

Accomplishments: Facilities/Safety



- Covid Protocol test procurement, pick up and distribution to all sites.
- Ongoing Covid communication and support to educational partners.
- LACDPH site visits and safety inspections.
- Update websites with current K-12 reopening protocols.
- Update Covid safety plan every 6 months per CDE guidelines.
- Crisis Go rollout on site testing for staff daily support and Covid reporting.
- SARC and FIT tool safety walks for all sites.
- Playground resurfacing iLEAD AV (split with landlord).
- SCVi insurance payment procurement and repairs.
- Asbestos management plans for each site.
- Active Shooter Training all sites.
- Estimates for Bond TI at SCVi.
- EOP support and updates per CDE.
- CALSHAPE Grant applied for EG, AV, AD and SCVI.
- Organized and provided crisis support teams for all schools in response to recent school shootings, staff and learner death.

AMENDED RESOURCE SHARING AGREEMENT
(Effective July 1, 2021)

This Amended Resource Sharing Agreement (“**Agreement**”) is entered into as of July 1, 2021 (“**Effective Date**”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “**Party**” or “**School**” and collectively as the “**Parties**” or “**Schools**” to this Agreement: iLEAD California Charters 1 (“**iCA**”); iLEAD Agua Dulce (“**iAD**”); iLEAD Lancaster (“**iL**”); iLEAD Online Charter School (“**iOCS**”); Empower Generations (“**EG**”); and Santa Clarita Valley International (“**SCVi**”).

WHEREAS, iCA, iAD, iL, iOCS, EG, and SCVi are each nonprofits that operate California public charter schools with project based learning based on the iLEAD program.

WHEREAS, iCA, which currently operates the largest of the Parties’ charter schools, employs staff members and houses other resources necessary and beneficial for certain functions of charter schools using the iLEAD program, 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.

WHEREAS, the Parties seek to share these resources of iCA among them cooperatively to achieve cost savings and other scale benefits for each Party, so that each Party may have access to additional, valuable, specialized, and/or expensive resources that might otherwise not be available to them.

WHEREAS, the sharing of these resources of iCA among all of the Parties cooperatively is in the mutual interest and advantage of each of the Parties in furtherance of their shared goal to successfully implement the iLEAD program in a cost effective manner at their respective schools.

WHEREAS, in order to share certain iCA resources and allocate costs among them, the Parties entered into a Resource Sharing Agreement dated July 1, 2019 (the “Initial Agreement”).

WHEREAS, in order to improve how certain costs are allocated and paid, the Parties now seek to amend the Initial Agreement according to the terms and conditions set forth in this amended Agreement.

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

1. Shared Resources. During the term of this Agreement, the Parties shall share iCA staff and other resources necessary for the functions described in Attachment A of this Agreement (the “**Shared Resources**”) in accordance with the cost allocations and payment provisions described in Sections 2 and 3 herein.

2. Cost Allocation by ADA. The Parties shall share the actual costs incurred by iCA for the Shared Resources necessary for the functions described in Attachment A on a pro-rata basis by ADA; except, in instances where a third party invoice or contract breaks down costs by Party in a manner other than a pro-rata basis by ADA, such costs shall be paid as set forth on the applicable invoice or contract. iCA shall perform the functions described in Attachment A for all Parties. A larger School requires more of iCA’s Shared Resources than a smaller School. Therefore, except as otherwise set forth herein, costs for the functions described in Attachment A shall be shared among all Schools pro-rata by ADA. In accordance with Section 3 herein, the total costs incurred by iCA during the initial eight-month period of

the year (July 1 through February 28, the “First Period”) with respect to the functions described in Attachment A shall be aggregated and divided and apportioned among the Schools based on their ADA as reported on each School’s P-2 apportionment report for the prior school year. For a School that projects an enrollment increase or decrease of 25% or more from the prior school year, or for a new School in its first year of operations, iCA shall use the School’s projected ADA for the current school year to calculate such School’s share for the First Period. Then, the total costs incurred by iCA during the remaining four-month period of the year (March 1 through June 30, the “Second Period”) shall be apportioned based on the Schools’ ADA as reported on their P-1 apportionment report for the current school year and certified by the California Department of Education.

3. Bi-Monthly Payment and Reconciliation. iCA shall provide a statement to each Party bi-monthly outlining that Party’s share of costs for the Shared Resources based on the applicable allocation described in Section 2 above. Each Party shall be provided access to reasonable backup documentation for such costs upon request. Each Party shall submit payment to iCA within thirty (30) calendar days after receipt of the bi-monthly statement. Upon each School’s P-1 ADA certification by the California Department of Education, which should occur no later than February 20 each year, iCA shall reconcile the amount each School paid during the First Period under the allocation described in Section 2 above, to the amount actually owed by each School based on its P-1 ADA for the current school year. Any amount owed by a School, or over-paid by a School, shall be paid and/or refunded by June 30, unless iCA and the School mutually agree to another repayment plan that is approved or ratified by their boards.

4. Retention of Deposit. Upon execution of the Initial Agreement, each School provided iCA a deposit of one percent (1%) of its ADA as reported on each School’s P-2 apportionment report for the prior school year. iCA shall retain such deposits during the term of this Agreement to ensure iCA has adequate cash flow to cover the costs of the Shared Resources. Upon termination of this Agreement pursuant to Section 8 herein, iCA shall apply each Party’s deposit amount as a credit on that Party’s final monthly statement. In the event a Party’s final monthly statement is less than that Party’s deposit amount, iCA shall return any remaining deposit amount to the Party within thirty (30) days of termination.

5. Parties’ General Responsibilities. The Parties shall each be responsible to:

- a. Comply with all applicable federal and state statutes, laws and regulations;
- b. Ensure that neither they nor their employees shall discriminate against iCA employees providing the functions described in Attachment A on account of disability, race, color, religion, ethnic origin, age, gender or sexual orientation or any other characteristic protected by law;
- c. Provide to iCA, in writing, copies of any campus or school specific rules and or regulations applicable to iCA while providing services to Party;
- d. Provide a safe working area for iCA when necessary for iCA to be on a Party’s site or campus;
- e. Provide iCA all the necessary, true and correct data, files, documents, and other information and records necessary or appropriate for the functions described in Attachment A of this Agreement; and,
- f. Provide feedback to iCA regarding its performance of the functions described in Attachment A of this Agreement and the Shared Resources.

6. iCA Responsibilities. iCA is hereby designated to act on its own behalf and on behalf of all other Parties hereto to provide for and perform the task-related functions described in Attachment A,

including to employ such employees, engage legal counsel or other consultants or third parties as necessary, and incur other reasonable and necessary costs for the mutual advantage of all participating Parties.

iCA shall provide the same quality of services for the Schools as it does for its own school(s) 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.

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. However, iCA shall supervise and make all employment decisions with respect to iCA employees in its sole discretion, including all hiring, evaluation, termination, compensation and benefits decisions. iCA shall also have sole responsibility for compliance with state and federal income tax withholding, unemployment and disability insurance withholding and contributions, STRS, PERS, 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.

iCA shall not be required to provide any 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(s).

7. Relationship of the Parties. The Parties acknowledge that the functions described in Attachment A are task-related functions for which resources are being shared at the request of, and at the direction of, each Party. The governing body of each School retains ultimate decisionmaking authority and shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing such School's operations. The governing body of each School is the operator and manager of such School's charter school(s), and is responsible for ensuring that the School adheres to its charter(s).

8. Term and Termination. The term of this Agreement commences on July 1, 2021 and continues through June 30, 2022, and shall then automatically renew for consecutive one (1) year terms, unless and until earlier terminated as set forth in subsection (a) or (b) herein and subject to any amendments pursuant to Section 9 herein.

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

b. **Termination by iCA.** iCA may terminate this Agreement for any reason upon ninety (90) days' notice to all Schools. Additionally, iCA may terminate any other School's participation in this Agreement in the case of a material or persistent breach by such School 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 School. A copy of such written notice shall also be provided to all other Schools. Upon expiration of the thirty (30) day period without the breach being cured or appropriate actions taken to commence curing the breach in the discretion of iCA, iCA may terminate the breaching School's

participation. Following termination of a breaching School's participation, (i) the breaching School shall pay iCA any unpaid portion of its costs through the effective date of termination, (ii) the breaching School shall not be entitled to any of the Shared Resources, and (iii) costs shall be allocated among the remaining Schools as set forth in Section 2.

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

a. ***Changes to the 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 shall 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 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 shall provide all Parties ninety (90) days' notice, which notice may be waived by each Party that seeks to have services 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 without further obligation or liability among the 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.

10. 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 property of iCA. Any intellectual property owned by a Party and used by iCA related to the Shared Resources shall remain the property of that Party. Similarly, any intellectual property owned by iCA that is utilized as part of the Shared Resources, either by iCA or another Party, shall remain the 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.

11. 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 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 law, statute, rule or regulation (including a subpoena, a request made to a School under the California Public Records

Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the applicable Party(ies) with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the applicable Party(ies) to seek a restraining order or other appropriate relief.

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

12. Student Information. Each Party is responsible for its compliance with the federal 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. For each School, iCA is a “third party” which may receive pupil records under California Education Code Section 49073.1(d)(6).

a. To the extent necessary, iCA shall be designated as having a legitimate educational interest in accessing each School’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 School 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.

b. iCA shall not use or disclose pupil records, including PII, received from or on behalf of another School 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 School. iCA shall protect the pupil records it receives from or on behalf of another School no less rigorously than it protects its own pupil records. In the event of an unauthorized disclosure of PII, iCA shall notify the affected School(s) as soon as practicable, and shall, upon the affected School(s)’s request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

13. Insurance. iCA shall maintain customary and reasonable insurance coverage necessary for 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 Shared Resources to all Schools, such cost(s) may be allocated among the Schools according to Sections 2 and 3. Each Party shall be responsible for obtaining and maintaining workers’ compensation coverage and unemployment insurance for its employees.

14. 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.

15. 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.

16. Fiduciary Obligations. The governing body for each School has reviewed this Agreement in good faith, and in a manner in which it believes to be in the best interests of its School, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the Agreement is in the best interests of its School and that the cost allocation to be paid is fair and reasonable.

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

18. Dispute Resolution. The Parties shall attempt to negotiate in good faith to resolve any dispute arising from or relating to this Agreement before resorting to litigation.

19. 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:

To iCA: iLEAD California Charters 1
ATTN: Dawn Evenson
720 Sierra Highway, Suite A
Acton, CA 93510
dawn.evenson@ileadschools.org

To EG: Empower Generations
ATTN: Malaka Donovan
43301 Division Street, Unit 305
Lancaster, CA 93535
malaka.donovan@empowergeneration.org

To iAD: iLEAD Agua Dulce
ATTN: Lisa Latimer
11311 Frafcati Street,
Agua Dulce, CA 91390
lisa.latimer@ileadagudulce.org

To SCVi: Santa Clarita Valley International
ATTN: Nicole Padovich
28060 Hasley Canyon Road
Castaic, CA 91384
nicole.padovich@scvi-k12.org

To iL: iLEAD Lancaster
ATTN: Nykole Kent
254 E. Ave K-4
Lancaster, CA 93535
nykole.kent@ileadlancaster.org

To iOCS: iLEAD Online Charter School
ATTN: Erin Jones
294 77 The Old Road
Castaic, CA 91384
erin.jones@ileadschools.org

20. 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.

21. 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.

22. Arm’s Length and Independent Counsel. This Agreement has been negotiated at arm’s length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the

Parties and this Agreement. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this Agreement.

23. 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.

24. 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.

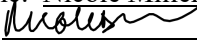
25. Governing Law. This Agreement shall be governed by and interpreted under California law.

26. 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.

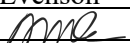
27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an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

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

Santa Clarita Valley International, a California
nonprofit public benefit corporation

By: Board President
Name: Nicole Miller
Its: 
Date: 07/07/2021

iLEAD California Charters 1, a California nonprofit
public benefit corporation

By: CEO
Name: Dawn Evenson
Its: 
Date:

iLEAD Agua Dulce, a California nonprofit public
benefit corporation

By: Board President
Name: Christine Johnson
Its: 
Date: 06/10/2021

iLEAD Lancaster, a California nonprofit public
benefit corporation

By: Board President
Name: Latorra Saxton
Its: 
Date: 07/14/2021

iLEAD Online Charter School, a California
nonprofit public benefit corporation

By: Board President
Name: Shawna Brown
Its: *Shawna Brown*
Date: 07/13/2021

Empower Generations, a California nonprofit public
benefit corporation

By: Board President
Name: Michelle Fluke
Its: *Michelle Fluke*
Date: 07/07/2021

ATTACHMENT A

MAKER SERVICES (TIER 1 Curriculum, Instruction and Assessment:

- Training, coaching and support in the iLEAD model of Project Based Learning (PBL) with a focus on PBL culture, the iLEAD Design Guide for planning, assessments, best practices, academic rigor, and the integration of state and organizational learner outcomes (standards, 7 Habits, iLEAD Learner Outcomes.)
- Coaching and support with the planning and execution of individual PBL projects, including building individual and team capacity, project ideas, project tune ups (tuning, Critical Friends protocols), and guidance through specific organization wide projects such as *Dream Up to Space*, *Soaring Aeronautics*, *The Personal Project*, etc.
- Curriculum training, coaching and support of specific content-based programs focusing on rigorous TK-12 literacy, math, science, humanities/social studies, and STEAM (Science, Technology, Engineering, Arts, and Math) programs, which includes implementing all elements of the iLEAD model.
- Training, coaching and support of school leaders, classroom staff, and other staff in the development of a positive and supportive school culture, including but not limited to the iLEAD Design Element Alignment Lens (iDEAL).
- Training, coaching and support with school-wide self-study and program assessments, using the iLEAD Design Element Alignment Lens (iDEAL) for optimization and goal-setting purposes.
- Training, coaching and support of iLEAD model of classroom management and climate, including Love and Logic and iRESPECT.
- Professional learning is provided on-site and remotely, to support full implementation of the iLEAD instructional model with fidelity.
- Implementation and support for a variety of regular formative benchmark assessments in core subject areas such as NWEA MAP testing, writing literacy as well as any summative State.
- Training, coaching and support in the area of data analysis and assessments, utilizing the iLEAD data protocol.
- Development, implementation, and sustainability of monthly data protocols with the key focus on utilization of the collected data in order to inform and aid in the improvement of the instructional program as well as individual learner achievement.
- Coordination for participation in the GALLUP poll and employee badging system.
- Access to *Being Makers* website education resources and PBL project bank.

OTHER EDUCATIONAL SUPPORT SERVICES:

- Training, coaching and support, and assistance monitoring, and assistance operating programs for English Learners.
- Training, coaching and support, and assistance monitoring Student Support programs.
- Representation at required SELPA meetings (such as CEO Council, Executive Council, PLC, etc.)
- Assist with SELPA communications

- Assistance through due process and mediation when necessary, including communications with legal counsel.
- Assist with monitoring data and fixing errors in SEIS (Special Education Information System) to ensure data is uploaded correctly into state system
- Support and training to support equity and diversity
- Develop Multi-Tiered Systems of Support
- Support with Upper School programs may include UC A-G approval process and annual updating, agreements with Community Colleges and Universities, IB accreditation support, NCAA accreditation, WIOA/Job Corp partnerships, CTE pathway development, and academic counselor collabs.
- Support WASC accreditation and renewal
- Support with charter approval and renewal

LEADERSHIP SUPPORT:

- Leadership coaching of school and site directors with the focus on leadership roles and responsibilities, building of the professional culture, co-leadership and staff support, community relations, resource management, board relations, reflective supervision, site maintenance and other leadership elements.
- Coaching for Leadership Residents to build capacity as a future School Director and support current role at school with best practice
- Training provided through participation in monthly Leadership Connections, School Director Collaborative, on-going leadership coaching, and reflective supervision which includes assisting site leaders in development.
- Support School Directors with goals developed through reflective supervision with their school's governing board. At the end of the year a recommendation will be prepared by iCA of the site leader's progress toward goals to assist the board in its review and evaluation of the site leader.

PROGRAM ASSESSMENT:

- Implementation and support for a variety of regular formative benchmark assessments in core subject areas such as NWEA MAP testing, writing, literacy as well as any summative State mandated assessments.
- Development, implementation and sustainability of monthly data protocols with the key focus on utilization of the collected data in order to inform and aid in the improvement of the instructional program as well as individual learner achievement.
- Evaluation of the iLEAD instructional model implementation and fidelity. Documenting and reporting of the model implementation for the school board and authorizing agency.

EXTRACURRICULAR AND SCHOOL SUPPORT:

- Advise and provide guidance in development, growth and maintenance of the school's extracurricular programs including sports, clubs and other groups.
- Advise and support the school director and staff in the establishment and maintenance of support groups such as booster clubs and other parent support groups.

- Provide guidance and support in the planning and development of school and program wide philanthropic fundraising efforts.
- Support family engagement through providing training to families to better understand aspects of the iLEAD educational model.

COMMUNITY AND AUTHORIZER RELATIONS

- Support development and maintenance of community relations which could include local and national politicians, local chambers of commerce, local business and community leaders, local and regional media outlets (i.e., “Eye of the Valley “ weekly iLEAD radio show)
- Professional educational writing services to highlight and promote school programs, activities and achievements both internally via network platforms and intranet and externally via the Being Makers website and outside professional periodicals such as *Getting Smart- Innovations in Learning* among others.
- Development and curation of relationships with the state and national charter organizations including but not limited to CSDC, CCSA, ACSA, NAPCS, etc.
- Development and maintenance of relationships with charter authorizing agencies, including communication and coordination of compliance, monitoring, and renewal.

TALENT ACQUISITION:

- Coordinate, organize and execute hiring events (such as Star Search and Leadership Café) on school campuses or at iCA space.
- Assistance and support in recruitment of the Client’s director and other leadership staff, including posting job descriptions, monitoring applications, applicant searches, vetting and presenting candidates to the client’s governing board and/or school leadership.
- Assistance and support in recruitment of facilitators, Special Education staff, Care Team etc., including creating job descriptions, posting job, monitoring applications, vetting and presenting candidates to the school leadership

TECHNOLOGY FUNCTIONS:

- Development of network infrastructure and design. Voice Over Internet Phone solutions, purchase, and deployment. Serve as point of contact with network and infrastructure vendors.
- Maintain network security, maintenance, troubleshooting and infrastructure updates. Serve as point of contact with school’s internet service provider and equipment vendors, including web security software.
- Assistance in the development of technology policies. i.e. “Bring Your Own Device” and “Internet Use Policy”
- Implement and administer platforms and systems to include G-Suite email system, student information system, learning management system, user account monitoring and platform setup

and maintenance support.

- Provide technical support via ticket system, coordinating with site staff and local vendors or contractors for additional device and infrastructure support when needed.
- Act as primary contact/ vendor relations for required platforms and systems. Coordinate with compliance on other recommended platforms and systems.

BOARD SUPPORT:

- Training for Board members about their role and effective board governance as well as assistance to Board on policy development based on requirements and best practices.
- Training and support for Board members on IT Board Platforms used to govern.
- Attendance at governing board meetings in person, over the phone or online in order to present the year to date financial statements and analysis of the school's financial position as well as the provision of the operator report.
- Assistance to governing board in timely preparation of required notices and board agenda pursuant to Ralph M. Brown Act as well as provision of the platform to publish board meeting agendas, record board meeting minutes and maintain board meeting archives.
- Prepare reports for the Boards to allow them to make informed decisions.
- Coordination with School's consultants and legal counsel for governing board as needed.

HUMAN RESOURCES:

- Setup and maintenance of the employee files, facilitate establishment of policies and procedures to help ensure compliance with state and federal requirements.
- Support with creating and maintaining job descriptions for sites.
- Facilitate the hiring and onboarding. As applicable, verification and tracking of DOJ clearance, TB tests, as well as credential information.
- Staff induction including onboarding, benefits enrollment (when applicable), and enrollment in appropriate platforms including email, communication platforms, LMS etc.
- Provide coaching on human resource matters.
- Facilitate employee leaves and medical issues.
- Assistance with employee relations, reflective supervision, employee evaluation, process guidance and pre-mediation services to address employee grievances.

PAYROLL AND EMPLOYEE BENEFITS:

- Payroll setup, processing, payroll accounting, payroll reporting and payroll record maintenance as well as processing of the W2 and 1099 forms.
- Assistance in employee enrollment into employee benefit plans, and assist employees in benefit questions and issues.
- Assistance and support in obtaining quotes, implementation, administration and processing of the employee benefits (health, dental, vision, life insurance, etc.) and retirement plans.

ACCOUNTING AND FINANCIAL SERVICES:

- Accounts receivable and payable services consisting of reviewing and processing invoices and payments, collections, deposits and transaction recording according to the generally accepted accounting practices and standards. Payroll accounting. Provide technical training and support to staff on compliant accounts payable and receivable systems, processes, and procedures.
- Purchase order processing, assist school staff in the process of verification of received goods and services and evaluation of the vendor performance and quality of services. Provide technical training and support to staff on compliant purchase and procurement processes and procedures
- Setup and maintenance of organization's chart of accounts and general ledger, monthly bank reconciliation, journal entries and balance sheet reconciliation. Provide technical training and support on accounting procedures and best practices for financial risk management and internal controls to support clean audits. Coordinate and support annual financial audit.
- Risk management services related to the review and implementation of the Client's policies; including training on internal controls.
- Prepare and submit 1099s
- Support in budgeting and forecasting through preparation and provision of the annual and monthly budgets, updated monthly budget forecasts, development of multi-year projections, development of cash flow projections and budget revisions, managing of cash flow and lines of credit, as applicable. Strategic support, coordination, and assistance to client in charter renewal, and cooperation in authorizing agency and program audits. Consult with client leadership regarding strategic planning, with a focus on the evaluation of financial resources, budget scenario development, and growth potential.
- Preparation and filing of the preliminary budget, first and second interim, estimated actuals, and unaudited actuals reports based upon governing board approval, as applicable and as mandated by authorizing agency
- Assistance and support to client as needed in obtaining additional financing in the form of a line of credit, working capital cash flow, and capital leases or long-term debt.
- Assist in additional financial projects, such as optional or one-time state or federal funds, bonds, loans, grants. Option Project Services fees to be determined at the time of the project.
- Review auditor contract; preparation of financial documents for the auditors and assistance to the auditors to help ensure a smooth and timely audit process.
- Support the nonprofit corporation and the auditor in preparing Form 990 and California FTB Form 199 tax-exempt organization annual filing.
- Support to file the corporate Statement of Information and updates as needed.
- Development and preparation of the additional financial reports required for federal, state and authorizing agency reporting, as applicable, such as LCAP, federal and state grant fund financial reports, as well as special education compliance and reporting.
- Develop systems and processes to assist schools in compliance with federal funds, as applicable, including systems for time accounting, tracking use of federal funds

COMPLIANCE AND REPORTING:

- Assistance with the development of the internal attendance recording procedures, quarterly attendance data analysis and provision of the attendance reports to the authorizing agency, as applicable.
- Maintenance, preparation and filing of state reporting through the CALPADS system for Fall 1,

Fall 2, and End of Year Reporting. In addition, preparation and filing of CBEDS reporting and Civil Rights Reporting

- Technical training and support with the Student Information System
- Support and guidance with the development of the School Accountability Report Card (SARC)
- Support and guidance with the development of the Local Control Accountability Plan (LCAP)
- Support preparing all state and local required paperwork
- ATSI and Differentiated Assistance support
- Liaison between contracted service and school to ensure compliance with the National School Lunch Program(NSLP)

FACILITIES:

Safety Coordination and Support

- Emergency Operation Plan (EOP) compliance and support
- Oversee and monitor monthly, semester and quarterly drills and compliance checklists
- Provide document detailing utilities and contracted services for each site
- Set up appointments and oversee fire certifications and renewals

Operation, and Maintenance

- Assistance and support in establishing procedures for school and/or administrative facility operations and uses of space, monitoring use of space, performing minor facility maintenance and repairs.
- Assistance with vendor search and contract negotiations for facility maintenance and repair, cleaning, logistics and transportation services for the school, as applicable.
- Creating process to vet contracted services-producing a list of reputable service providers.

OTHER SERVICES:

- Planning, hosting, and execution of the Annual iLEAD California All-Staff Retreat, including hospitality, team building, and annual school year launch.

CLOSED SESSION ITEM DESCRIPTIONS UNDER THE RALPH M. BROWN ACT

The following chart can be used when drafting the closed session item descriptions on agendas and minutes of governing board meetings. These item descriptions are from the “safe-harbor” descriptions under Government Code section 54954.5.

GOV. CODE SECTION	CLOSED SESSION ITEM DESCRIPTION (The same language should be used for both the agenda and minutes)
54956.8 (Use to discuss the purchase, sale, exchange, or lease of real property by or for the school)	CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code section 54956.8.) Property: <i>[address]</i> Agency negotiator: <i>[name of negotiator]</i> Negotiating parties: <i>[name of opposing party]</i> Under negotiation: <i>[e.g. “price and/or terms of payment”]</i>
54956.9 (Use when threatened with litigation or an administrative proceeding, e.g. if the charter authorizer may revoke/ non-renew the charter, or SPED settlements, or potential exposure against the school)	CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Gov. Code section 54956.9(d)(2): <i>[number of matters]</i> matter(s)
54956.9 (Use when considering suing someone)	CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Gov. Code section 54956.9(d)(4).): <i>[number of matters]</i> matter(s)).

54956.9 (Use to confer with, or receive advice from, legal counsel regarding pending litigation)	CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Gov. Code section 54956.9(d)(1).) Name of Case: <i>[insert case name or number]</i> <i>OR, if disclosing the case name would jeopardize settlement negotiations, use the following:</i> CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Gov. Code section 54956.9(d)(1).) Case Name Unspecified: (disclosure would jeopardize settlement negotiations)
54957 (Use when discussing the hiring of a new employee)	PUBLIC EMPLOYEE APPOINTMENT (Gov. Code section 54957(b)(1).) Title: <i>[title of position to be filled]</i> [See the “NOTES” section below.]
54957 (Use when reviewing the performance of an existing employee)	PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1).) Title: <i>[title of employee being evaluated]</i>
54957 (Use when discussing the discipline or dismissal of an employee; keep in mind there are also notice obligations for this type of closed session)	PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Gov. Code section 54957(b).)

54957.6 (Use when negotiating [salaries, compensation, etc.] with represented or unrepresented employees)	CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code section 54957.6.) Agency designated representatives: [<i>names of representatives</i>] Employee Organization: [<i>name of organization representing employees</i>] <i>OR, if the employee is unrepresented, use the following:</i> CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code section 54957.6.) Unrepresented employee: [<i>title of employee</i>]
54957 (Use when meeting with law enforcement personnel on matters posing a threat to the security of public buildings or services—this is rare)	THREAT TO PUBLIC SERVICES OR FACILITIES (Gov. Code section 54957(a).) Consultation with: [<i>specify name of law enforcement agency and title of officer</i>]
48918(c) (use when discussing student expulsion)	STUDENT EXPULSION (Ed. Code section 48918(c)): ([<i>number of matters</i>] matter(s)).

NOTES

When discussing School Director Evaluation, other than “oblique references” to compensation in closed session (e.g., whether the School Director deserves a raise based on the evaluation), the discussion/decision on that person’s compensation must happen in open session. So usually, the above closed session item would be followed by an open session item such as:

1. School Director Employment Agreement

That is where the board can discuss the terms of the contract and proposed compensation, and approve. Remember that when the board takes action on any executive compensation, prior to taking final action the board must orally report a summary of the recommendation for compensation per Gov. Code section 54953(c)(3), and action on executive compensation can only happen at a regular meeting (not a special meeting). The Board must also review for reasonableness, e.g. by looking at comparable data. Below is some sample language for an oral summary, which will need to be revised based on the actual proposed compensation:

“We would like to approve the (name of school) Director Contract for the (xxxx-xxxx) school year, beginning on July 1, (xxxx) and concluding June 30, (xxxx).

School Director’s annual pay has increased (#)% for an annual salary of \$(xxxxxx), with the possibility of annual raises at the board’s discretion, except that she/he will be eligible for cost of living increases given to other staff. She/He will be entitled to participate in the employee benefit program at the same rate as all current employees, which currently is at \$(xxx) per month.”

In practice, the way this usually works is that the board chair, counsel for the school, the school director, and their lawyer if they have one, communicate ahead of the meeting to come up with a compensation number and contract terms to propose to the full board. Or sometimes, the board will appoint an ad hoc committee to do that negotiating work.



ORR & ASSOCIATES INSURANCE SERVICES

3065 ROSECRANS PL STE 105

SAN DIEGO, CA 92110-4822

Phone: (888) 269-0992

Fax: (888) 969-0247

Donovan Industries Inc dba Kustom Contracting & Design

8/18/2022

16610 Sultus St

Canyon Country , CA 91387

EXCESS LIABILITY INSURANCE PROPOSAL

YOUR QUOTE IS BEING OFFERED ON A FOLLOWING FORM BASIS.

EXCESS LIMITS: \$1,000,000

PER OCCURRENCE \$1,000,000

GENERAL AGGREGATE \$1,000,000

UNDERLYING POLICY LIMITS:

\$1,000,000 PER OCCURRENCE

\$2,000,000 GENERAL AGGREGATE

\$2,000,000 PRODUCTS/COMPLETED OPS AGGREGATE

UNDERLYING CARRIER: Associated Industries

POLICY TERM: 08/18/2022- 07/28/2023

INSURER: Kinsale Insurance Company

TOTAL FOR THE YEAR: \$2,006.88

-OR-

DOWN PAYMENT: \$881.88

9 PAYMENTS OF \$139

Conditions:

Proposed policy is subject to final underwriting approval.

Down payment is fully earned and non-refundable upon inception of the policy.

I, Kyle Donovan authorize Orr & Associates Insurance Services to transact insurance on my behalf. I understand that there will be a broker fee included in the down payment in the amount of \$0 and I also

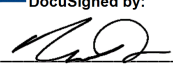
understand that he/she may receive compensation, directly or indirectly, from an insurer resulting from the customer's purchase of insurance. (California Insurance Code § 1623(a).

This quote expires in 30 days.

Certificates of insurance are included at no extra charge.

Any endorsements to the policy must be approved by an underwriter prior to issuance.

Quote accepted by:

DocuSigned by:

30CADFDA0C584D8...

8/18/2022

Agent of Record: Kathryn Collins, License# 0L23479