



**AGENDA
BOARD OF DIRECTORS MEETING
AVESON CORPORATION**

**Zoom Virtual Meeting [Zoom Link](#)
Meeting ID: 818 7323 7363**

October 28, 2021 | 6:00pm

**INSTRUCTIONS FOR PRESENTATIONS TO
THE BOARD BY PARENTS AND CITIZENS**

Aveson Corporation (“Aveson”), which operates Aveson School of Leaders and Aveson Global Leadership Academy, welcomes your participation at the Aveson’s Board meetings. The purpose of a public meeting of the Board of Directors (“Board”) is to conduct the affairs of Aveson in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in our schools. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. During normal operations, agendas are available at the door to the meeting. Note that the order of business on this agenda may be changed without prior notice. For more information on this agenda, please contact: Aveson Charter Schools, 1919 Pinecrest Dr., Altadena, CA 91001. Telephone: 626-797-1440. During remote operations, agendas will be available in the Zoom meeting upon arrival. Agendas and board packets are also posted at aveson.org
2. “Request to Speak” forms are available to all audience members who wish to speak on any agenda items or under the general category of “Oral Communications.” You may specify that you wish to speak on an agenda item by completing the form before the meeting is called to order.
3. “Oral Communications” is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not engage in discussion or take action. The Board may give direction to staff to respond to your communication or you may be offered the option of returning with a citizen-requested item. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed fifteen (15) minutes.
4. You will be given an opportunity to speak for up to five (5) minutes on agenda items when the Board discusses that item.
5. During remote operations, please keep your microphone muted, except when you are called

upon by the Board. The chat may not be used by the public during online meetings. It shall only be used by the board to post public materials for the public.

6. When addressing the Board, speakers are requested to state their name and adhere to the time limits set forth.

7. You may request that a topic related to school business be placed on a future agenda in accordance with the guidelines in Board Policy. Once such an item is properly agendized and publicly noticed, the Board can respond, interact, and act upon the item.

8. In compliance with the Americans with Disabilities Act (ADA) and upon request, Aveson may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact Aveson’s main office.

I. PRELIMINARY

A. CALL TO ORDER

Meeting was called to order by the Board Chair at _____ .

B. ROLL CALL

	Present	Absent
Bridgette Brown	_____	_____
Rob Dell Angelo	_____	_____
Javier Guzman	_____	_____
Trinity Jolley	_____	_____
Jeiran Lashai	_____	_____
James Perreault	_____	_____
Elsie Rivas Gómez	_____	_____
Kat Ross	_____	_____
Marisa White Hartman	_____	_____

Core Practice

Guiding Principle: Vision means seeing what could be and what will be and living the difference.

II. COMMUNICATIONS

A. ORAL COMMUNICATIONS: **Non-agenda items**: no individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not

exceed fifteen (15) minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation.

III. PUBLIC SESSION

A. CONSENT AGENDA ITEMS

1. Approval of Board Minutes: 09/23/21
2. Approval of Check Register
3. Approval of Credit Card Statements: Capital One & Amex - August & September
4. Approval of Amazon August & September Statement.

B. DISCUSSION ITEMS

1. Financial Report
2. Site Directors' Reports
 - Topics May Include: Curriculum & Instruction; Equity, Diversity, & Inclusion; Events & Community; Student Achievement & Support; Professional Development*
 - a) ASL
 - b) AGLA
3. Executive Director's Report
 - a) Independent investigation into student incident at AGLA.
 - b) *Topics May Include: Curriculum & Instruction; Equity, Diversity, & Inclusion; Events & Community; Student Achievement & Support; Human Resources; Professional Development; Operations*
4. AGLA JPL Apprenticeship
5. Covid Compliance Report
6. ACO Report
7. ACS Board Video Recording Policy

C. ACTION ITEMS

1. Approve Esser III Expenditure Plan AGLA
2. Approve Esser III Expenditure Plan ASL
3. Approve Aveson Global Leadership Academy MOA with LA County Parks and Recreation - Dr. Butler
4. Approve ACIS Policy Update
5. Approve Gift Acceptance Policy
6. Approve Member Bridgette Brown's Resignation

IV. CLOSED SESSION

A. Conference with legal counsel – Existing litigation OAH Case Number
202109088 Government Code § 54956.9(d)(1): 1 Case

B. Employee Performance Evaluation. Title: Executive Director.

Pursuant to paragraphs (1-4) of subdivision (b) of Section 54957

PUBLIC SESSION

A. RECONVENE TO OPEN SESSION: The meeting was reconvened to open session at

B. REPORT OUT OF CLOSED SESSION:

IV. ADJOURNMENT

The meeting was adjourned at _____.

**AVESON COMBINED
BUDGET SUMMARY
PREPARED BY CHARTERWISE MANAGEMENT
FISCAL YEAR 2021-22**



	FY21-22	FY21-22	FY21-22
	AGLA WORKING BUDGET	ASL WORKING BUDGET	Combined
Enrollment	272	387	659
FY ADA	253	368	621

TOTAL INCOME	\$ 4,235,441	\$ 4,540,054	\$ 8,775,495
---------------------	---------------------	---------------------	---------------------

Total 1000 Certificated Salaries	\$ 1,814,322	\$ 2,175,696	\$ 3,990,017
Total 2000 Classified Salaries	\$ 589,629	\$ 674,332	\$ 1,263,962
Total 3000 Employee Benefits	\$ 451,649	\$ 506,772	\$ 958,421
Total 4000 Supplies	\$ 233,077	\$ 333,074	\$ 566,152
Total 5000 Services and Other Operating Expenditures	\$ 1,099,714	\$ 818,689	\$ 1,918,404
Total 6000 Capital Outlay	\$ 47,049	\$ 31,490	\$ 78,539
TOTAL EXPENSE	\$ 4,235,441	\$ 4,540,055	\$ 8,775,495

NET INCREASE (DECREASE) IN FUND BALANCE	\$ 0	\$ (0)	\$ (0)
--	-------------	---------------	---------------

LCFF DECREASE DUE TO ENROLLMENT DROP	\$ (373,770)	\$ (168,770)	\$ (542,540)
---	---------------------	---------------------	---------------------

ONE-TIME RESTRICTED FUNDS IN BUDGET	\$ 749,961	\$ 389,666	\$ 1,139,627
--	-------------------	-------------------	---------------------

BEGINNING FUND BALANCE	\$ 896,312	\$ 575,436	\$ 1,471,748
-------------------------------	-------------------	-------------------	---------------------

ENDING FUND BALANCE	\$ 896,312	\$ 575,435	\$ 1,471,748
----------------------------	-------------------	-------------------	---------------------

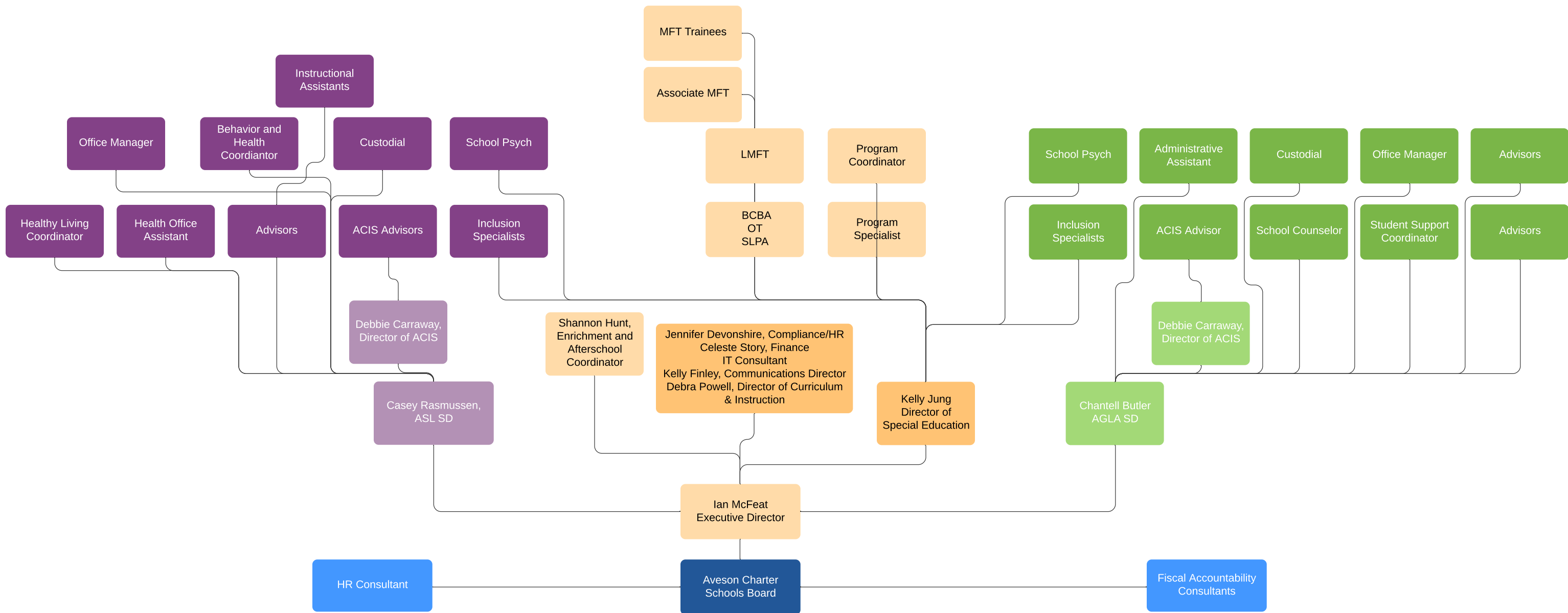
RESERVE (AS % OF EXPENSES)	21%	13%	17%
-----------------------------------	------------	------------	------------

AVESON -Combined
CASHFLOW PROJECTIONS
FISCAL YEAR 2021-22



WORKING BUDGET FY21-22	PRIOR YEAR P-2							P-1				P-2		YTD Actuals	2021-22 Forecast	Budget VS Forecast	(\$ Budget Remaining)	(% Budget Remaining)
	ACTUAL Jul-21	ACTUAL Aug-21	ACTUAL Sep-21	Forecast Oct-21	Forecast Nov-21	Forecast Dec-21	Forecast Jan-22	Forecast Feb-22	Forecast Mar-22	Forecast Apr-22	Forecast May-22	Forecast Jun-22	Accrual					
Beginning Cash Balance	1,796,971	1,905,350	1,831,606	2,051,404	1,946,585	2,021,210	1,975,558	1,916,954	1,709,551	1,910,200	1,859,214	1,676,545	1,500,146					
Cash Flow from Operating Activities																		
Net Income (Loss)	(433,826)	(514,045)	(280,773)	(83,986)	95,458	(24,818)	(37,771)	(186,570)	221,483	(30,153)	(161,836)	(155,565)	1,622,243					
1.1 Due from Grantor	6,437																	
FY20-21 LCFF Cash Deferrals	735,198	321,766	578,413															
2 Change in Accounts Payable	(57,539)	70,766	(78,003)															
Clean Energy funds - refund																		(134,000)
Change in Other Liabilities																		
5 Change in Payroll Liabilities	(176,185)	4,940	(6,277)															
6 Change in Prepaid Expenditures	52,367																	
7 Change in Deferred Revenue	(24,508)	36,392																
8 Depreciation Expense	6,437	6,437	6,437															
Cash Flow from Investing Activities																		
Capital Expenditures																		
Change in Security Deposits																		
Cash Flow from Financing Activities																		
Source- Sale of Receivables																		
Use- Sale of Receivables																		
Source- Loans																		
Use- Loans				(20,833)	(20,833)	(20,833)	(20,833)	(20,833)	(20,833)	(20,833)	(20,833)	(20,833)	(20,833)					
Ending Cash Balance (Cash on Hand)	1,905,350	1,831,606	2,051,404	1,946,585	2,021,210	1,975,558	1,916,954	1,709,551	1,910,200	1,859,214	1,676,545	1,500,146	2,988,390					

Aveson Charter Schools Supervision Chart 2021-2022



ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
AGLA	Ian McFeat	ianmcfear@aveson.org

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
LCAP	www.aveson.org/policies-and-compliance

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$313,502

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	\$101,788
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$211,714
Use of Any Remaining Funds	\$ 0.00

Total ESSER III funds included in this plan

\$313,502

Community Engagement

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA’s ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

An LCAP team made of advisors and administrators met weekly to plan throughout the school year. Team members developed surveys and distributed them via Google Forms to staff, students, and families.

Staff were given the opportunity to fill out the survey in weekly staff meetings. The link to the survey was then included in weekly staff communication for several weeks. Students received the survey and advisors provided time in advisory for students to complete the survey. The student survey was also pushed out via StudentSquare. Families received the survey via ParentSquare available in English and Spanish. As of June 3, 2021 122 students, 34 staff members and 140 families completed the survey.

After survey submission, Aveson’s communications consultant held focus groups and one-on-one conversations via Zoom with families and staff to gather qualitative data. Focus group representation was diverse in regard to race, ethnicity, length of time at Aveson, grade, and level of participation at Aveson in order to provide a cross-section of families the opportunity to be heard.

A description of how the development of the plan was influenced by community input.

The content of this ESSER III Plan is highly influenced by AGLA stakeholders and includes 3 out of 5 goals dedicated to safe learning environments, professional development, and personalized mastery learning.

Actions and Expenditures to Address Student Needs

The following is the LEA’s plan for using its ESSER III funds to meet students’ academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$101,788

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
NA	COVID Compliance #1	Additional Staffing -- keep students socially distanced, complying with mask mandates, and additional staffing to ensure that all students comply with California mandates and local mandates.	\$16,524
NA	COVID Compliance #2	COVID related cleaning activities that include staffing and contact tracing: these included office staff and custodials needed for disinfecting surfaces, and ensuring compliance with COVID protocols required by the state.	\$85,624

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

\$211,714

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Integrated Supports	Integrated student supports to address other barriers to learning including additional staffing and addressing students' social-emotional health and academic needs	\$158,936
N/A	Extended Learning	Extending instructional learning time through before, afterschool and summer programs	\$52,778

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

\$ 0.00

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	None	None	\$0.00

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA's plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
-----------------	--------------------------------	----------------------------------

Course of study	Advisors will work directly with Site Leader to determine course of study requirements and fidelity to the plan.	Advisors will meet weekly to discuss and plan accordingly. Each week, additionally, advisors will meet with the Site Director to follow up on planning.
Personalized mastery learning student plan	PML student plans will be created for the year, in conjunction with students and advisors.	Advisors will meet weekly to discuss and plan accordingly. Each week, additionally, advisors will meet with the Site Director to follow up on planning.
Project based rubrics	For each project in a particular course of study, rubrics will be designed to ensure maximum application of PML.	Advisors will meet weekly to discuss and plan accordingly. Each week, additionally, advisors will meet with the Site Director to follow up on planning.
Progress Monitoring	Advisors will meet regularly with students to discuss progress of students toward predetermined outcomes.	Advisors will meet weekly to discuss and plan accordingly. Each week, additionally, advisors will meet with the Site Director to follow up on planning.
Learning outcomes	Learning outcomes will be shared for each course of study and for each class to ensure fidelity of PML.	Advisors will meet weekly to discuss and plan accordingly. Each week, additionally, advisors will meet with the Site Director to follow up on planning.

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before September 30, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
 - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fq/cr/arpact.asp>.

For technical assistance related to the completion of the ESSER III Expenditure Plan, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.

- For purposes of this requirement, “evidence-based interventions” include practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:
 - **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
 - **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
 - **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
 - **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
 - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
 - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
 - Any activity authorized by the Adult Education and Family Literacy Act;
 - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
 - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
 - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
 - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
 - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
 - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
 - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under

IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;

- Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
- Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
- Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;
- Addressing learning loss among students, including underserved students, by:
 - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
 - Implementing evidence-based activities to meet the comprehensive needs of students,
 - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
 - Tracking student attendance and improving student engagement in distance education;

Note: A definition of “underserved students” is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA’s plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;

- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
 - For purposes of this requirement “underserved students” include:
 - Students who are low-income;
 - Students who are English learners;
 - Students of color;
 - Students who are foster youth;
 - Homeless students;
 - Students with disabilities; and
 - Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE’s website: <https://www.cde.ca.gov/re/lc>.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
 - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;
 - Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
 - Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
 - Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).

- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate “\$0”.

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions’ progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Aveson School of Leaders	Ian McFeat	ianmcfear@aveson.org

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
LCAP	www.aveson.org/policies-and-compliance
[Insert plan name here]	[Insert description of where the plan may be accessed here]

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$178,144

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	\$33,876
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$144,268
Use of Any Remaining Funds	\$ 0.00

Total ESSER III funds included in this plan

\$178,144

Community Engagement

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA’s ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

Aveson School of Leaders (ASL) believes strongly in a connected community. This connection is rooted in listening, perspective-taking and inclusivity. For this reason, ASL reached out to all stakeholder groups and provided a variety of opportunities for input on the LCAP. Stakeholder groups included students, families, educators/staff, and directors. Aveson also increased its effort into reaching stakeholders from our BIPOC and English Learner populations to ensure that their opinions were included in writing the LCAP.

A description of how the development of the plan was influenced by community input.

In Fall, 2020, Aveson reached out to all stakeholders to gather data regarding race, diversity and inclusion. To ensure accurate data and analysis, Aveson hired a consulting firm, The Education Experience, to conduct a school-wide Race, Diversity, and Inclusion

Audit. The audit was conducted across both Aveson campuses (ASL and Aveson Global Leadership Academy 6-12), which include a combined total of approximately 800 students. This audit consisted of an anonymous survey (English/Spanish), a 2-hour virtual community listening session, and individual conversations with parents and staff. Seventy-one percent or 567 written surveys were completed, 70 people attended the listening session, and 10 individual conversations were conducted.

In March, 2021, Aveson conducted a Staff and Student Culture & Climate Survey . This 129-question survey was completed by 24 staff members during paid time so that the survey results would be as accurate and inclusive as possible. Seventy-eight percent of 144 3-5th grade students completed the survey. Student input was also gathered when student representatives were invited to participate in several Aveson Charter Schools Board Meetings throughout the year to share their voices and perspectives about what was going well and what could be improved at ASL.

In April-May, 2021 ASL staff and family stakeholders also were directly engaged in the LCAP process through widely distributed written LCAP surveys in English and Spanish, which were followed up with robust focus groups and one-to-one conversations to obtain qualitative data and provide more depth and detail to the written survey. Focus group representation was diverse in regard to race, ethnicity, length of time at Aveson, grade, and level of participation at Aveson. All individuals who provided their contact information were invited to participate in a focus group or participate in a one-to-one conversation. In total, 181 families and 16 staff participated in written surveys. Ninety-five families were invited to participate in focus groups and 19 families participated. Focus group representation was diverse in regard to race, ethnicity, length of time at Aveson, grade, and level of participation at Aveson in order to provide a cross-section of families the opportunity to be heard.

In May, 2021, the Accessibility subgroup of DEIAT Action Team met with the ASL Site Director and Aveson Executive Director to discuss issues specifically related to the full inclusion of neurodiverse students.

The LCAP writing team thoroughly reviewed and analyzed the data collected in all of these stakeholder input opportunities, combined with ASL's California Dashboard data in order to identify areas for improvement and develop strategic goals with clear action steps.

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$33,876

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	COVID Compliance	Additional Staffing -- keep students socially distanced, complying with mask mandates, and additional staffing to ensure that all students comply with California requirements regarding cohorting, student engagement, and other more particular local mandates.	\$33,876

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

\$144,268

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Integrated Supports	Integrated student supports to address other barriers to learning including additional staffing and addressing students' social-emotional health and academic needs	\$54,268
N/A	Extended Learning	Extending instructional learning time through before, afterschool and summer programs	\$90,000

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

\$ 0.00

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	None	None	\$0.00

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA’s plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Course of study	Advisors will work directly with Site Leader to determine course of study requirements and fidelity to the plan.	Advisors will meet weekly to discuss and plan accordingly. Each week, additionally, advisors will meet with the Site Director or PML Coordinator to follow up on planning.
Personalized mastery learning student plan	PML student plans will be created for the year, in conjunction with students and advisors.	Advisors will meet weekly to discuss and plan accordingly. Each week, additionally, advisors will meet with the Site Director or PML Coordinator to follow up on planning.
Project based rubrics	For each project in a particular course of study, rubrics will be designed to ensure maximum application of PML.	Advisors will meet weekly to discuss and plan accordingly. Each week, additionally, advisors will meet with the Site Director and/or PML Coordinator to follow up on planning.

<p>Progress Monitoring</p>	<p>Advisors will meet regularly with students to discuss progress of students toward predetermined outcomes.</p>	<p>Advisors will meet weekly to discuss and plan accordingly. Each week, additionally, advisors will meet with the Site Director and/or PML Coordinator to follow up on planning.</p>
<p>Learning outcomes</p>	<p>Learning outcomes will be shared for each course of study and for each class to ensure fidelity of PML.</p>	<p>Advisors will meet weekly to discuss and plan accordingly. Each week, additionally, advisors will meet with the Site Director to follow up on planning.</p>

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before September 30, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
 - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fq/cr/arpact.asp>.

For technical assistance related to the completion of the ESSER III Expenditure Plan, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.

- For purposes of this requirement, “evidence-based interventions” include practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:
 - **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
 - **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
 - **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
 - **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
 - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
 - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
 - Any activity authorized by the Adult Education and Family Literacy Act;
 - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
 - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
 - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
 - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
 - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
 - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
 - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under

IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;

- Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
- Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
- Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;
- Addressing learning loss among students, including underserved students, by:
 - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
 - Implementing evidence-based activities to meet the comprehensive needs of students,
 - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
 - Tracking student attendance and improving student engagement in distance education;

Note: A definition of “underserved students” is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA’s plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;

- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
 - For purposes of this requirement “underserved students” include:
 - Students who are low-income;
 - Students who are English learners;
 - Students of color;
 - Students who are foster youth;
 - Homeless students;
 - Students with disabilities; and
 - Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE’s website: <https://www.cde.ca.gov/re/lc>.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
 - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;
 - Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
 - Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
 - Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).

- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate “\$0”.

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions’ progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

EXHIBIT B

Current Fee Schedule

Department Classification of Services /Type of Fee	Core Partner / Community Program Partner	Full Fee Rate
Special Event, Non-playing Field Areas	\$ 185 / per 1/2 acre, per day	\$ 280 / per 1/2 acre, per day
Special Event, Non-playing Field Areas	\$ 95 per 1/4 acre, per day	\$ 140 per 1/4 acre, per day
Medium Picnic Area (51-100 people)	\$94	\$250
Run Event - small up to 500 participants. Triathlons / Bike Race / Obstacle Challenges / Lake Rentals will require a special event permit that will include additional fees	\$ 270 plus \$2 per participant after 100 participants	\$ 500 plus \$3 per participant
Run Event - large 501 participants or more. Triathlons / Bike Race / Obstacle Challenges / Lake Rentals will require a special event permit that will include additional fees	\$ 458 plus \$2 per participant after 100 participants	\$ 1,000 plus \$3 per participant
Pool Short Lane Rental	\$ 10/per Lane / per Hour	N/A
Pool Long Lane Rental	\$ 14/per Lane / per Hour	N/A
Non-Synthetic Soccer Field	\$ 28 / Field / Hour	\$ 51 / Field / Hour
Synthetic Soccer Field	\$ 41 / Field / Hour	\$ 68 / Field / Hour
Futsal Court	\$ 26 / Court / Hour	\$ 45 / Court / Hour
Ballfields/Multipurpose Fields	\$ 23 / Field / Hour	\$ 40 / Field / Hour
Basketball Court	\$ 19 / Court / Hour	\$ 30 / Court / Hour
Volleyball Court	\$ 19 / Court / Hour	\$ 33 / Court / Hour
Tennis Court	\$ 21 / Court / Hour	\$ 35 / Court / Hour
Athletic Field Preparation	\$ 20 / hour	\$ 45 / hour
Outdoor Field/Court Lighting	\$ 20 / hour	\$ 45 / hour
These fees are subject to additional fees and/or services including staff time		
Theater	\$ 150 / Hour (4 hour min)	\$ 340 / Hour (4 hour min)
Gymnasium	\$ 63 / Hour	\$ 112 / Hour
Special Event, Non-playing Field Areas	\$188 / Acre / Day	\$ 565 / Acre / Day
Park Amphitheater	\$ 250 (up to 4 hours) with \$ 75 per additional hour	\$ 565 (up to 4 hours) with \$ 100 per additional hour
Splash Pad Rental	\$ 200 per day	\$ 400 per day
Pool Group Rental	\$200/hour/pool plus costs for staff time and utilities	\$200/hour/pool plus costs for staff time and utilities
Small Room (up to 150 people)	\$ 28 / Hour	\$ 52 / Hour
Medium Room (151-250 people)	\$ 38 / Hour	\$ 74 / Hour

Fee schedule is subject to change

EXHIBIT B
Current Fee Schedule

Staff Charges		
Park Usage		
Recurrent RSL(H)	\$19.77	\$19.77
Permanent Recreation Leader RSL(A)	\$37.14	\$37.14
Recreation Service Supervisor RSS (A)	\$54.99	\$54.99
Recreation Service Manager RSM(A)	\$60.08	\$60.08
Aquatics Usage		
Pool Lifeguard (H)	\$19.96	\$19.96
Senior Pool Lifeguard (H)	\$22.12	\$22.12
Pool Manager (H)	\$27.12	\$27.12
Locker room attendant (F)	\$16.79	\$16.79

Staff rates are subject to change

**MASTER MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND THE Aveson Charter School (ASC) DISTRICT FOR SCHOOL-SPONSORED
RECREATION**

This master memorandum of agreement ("**MOA**" or "**Agreement**") is effective as of October 8, 2021 ("**Effective Date**") by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("**County**") and the ASC, a district organized and existing under the laws of the State of California ("**District**") (collectively, the "Parties").

RECITALS

WHEREAS, the County through its Department of Parks and Recreation ("**DPR**") owns, operates, manages, and maintains parks, trails, aquatic and sports facilities, community centers, lands and other real property ("**DPR Property**") for the provision of recreational and community services;

WHEREAS, the District is a special-purpose district that operates local public K-12 schools in Los Angeles County; [NOTE: MODIFY AS NEEDED FOR PRIVATE SCHOOL, CHARTER SCHOOL, COLLEGE DISTRICT, ETC.]

WHEREAS, the County owns certain real property located at 3330 N. Lincoln Dr. Altadena, California currently known as Loma Alta Park (the "**Park**") and Charles White Park 77 Mountain View St. Altadena, CA. The County owns, operates and maintains the Park and its grounds, consisting of approximately 17.33 acres developed park and open area and 5 acres; [NOTE: THIS IS INTENDED FOR SCHOOLS THAT RESERVE RECURRING, ONGOING USE OF A PARTICULAR PARK OR FACILITY AT THE TIME OF THE EXECUTION OF THIS MOA; THIS MAY BE EXPANDED OR DELETED OR MODIFIED AS APPROPRIATE]

WHEREAS, the Board of Supervisors of the County ("**Board**") has authority to let or license the use of its real property to school organizations for the purpose of conducting athletic events participated in by such schools and for public and recreation purposes pursuant to Government Code section 25907;

WHEREAS, on February 23, 2021, the Board approved new fees and revisions to existing parks and recreation fees that do not exceed the cost of service, which are periodically updated;

WHEREAS, pursuant to Education Code sections 17604 and 81655, contracts with school district and community college districts are not valid and enforceable unless approved and ratified by the partnering school or District Board. District shall be required to submit proof of Board approval or ratification of the agreement before commencing use of County property;

WHEREAS, the District desires to use DPR Property, including the Park, for short-term school-sponsored activities on the terms and conditions set forth herein;

WHEREAS, the County and the District desire to enter into this Master MOA to permit the District and its schools to utilize DPR Property, including the Park, during the term of this Master MOA;

NOW THEREFORE, in consideration of the covenants hereinafter contained, District and County agree as follows:

1. **Term.** The initial term of this MOA shall be that one year period beginning on the **Effective Date**, unless terminated earlier as provided herein. District shall have the option to request an extension of the term for four additional one-year periods totaling not more than five years subject to the terms of Paragraph 2 below.
2. **Option to Extend.** On or prior to the date which is three (3) months before the term expiration date, provided District shall not then be in Default (as defined herein) under the provisions of this MOA, the District may request to exercise an option to extend this MOA for an additional term of up to four one-years periods by providing written notice to County. If District fails to exercise its option as provided for herein, this MOA shall expire upon the original term expiration date. Upon receipt of a request to extend the term, the County, at its sole discretion, may extend the initial term for the period of the additional term upon the same terms and conditions (however, updated to reflect the County's Insurance and Indemnification requirements at the time of extension as applicable) of this MOA, except that County may elect to modify the rental fees. Should County not approve the extension, or impose an additional or higher fee, County shall notify the District as soon as possible, but no later than one (1) month before the term expiration date.
3. **Permission Granted.** County hereby agrees to allow for use of Use Areas by District and District's schools listed in Exhibit A (District Schools) on the terms and conditions set forth herein.
4. **Use Areas.** Area composed of the County-owned Park for the District's recurring use for supervised student usage as more specifically described in **Exhibit A** attached hereto and incorporated herein or single-day use any other area of DPR Property approved by DPR on a request-by-request basis. District hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Use Areas, and covenants and agrees never to assail, contest or resist said title.
5. **District Use.** The District shall have the right to use the Use Area as described in **Exhibit A**. The parties shall cooperate to update Exhibit A annually or more frequently, as needed. The District or District Schools may reserve additional single-day use of DPR Property through the DPR online reservation system

Activenet. All single-day reservations are subject to availability. DPR in its sole discretion may place conditions and/or restrictions upon District's use of DPR Property. The District agrees that any and all use of DPR Property by District or District Schools, including recurring use described in Exhibit A and/or single-day use reserved through Activenet, shall be subject to the terms and conditions of this MOA.

6. **Compliance with Law.** District shall, at District's sole cost and expense, comply with all statutes, ordinances, orders and regulations now or hereafter made by any federal, state, county, local or other governmental agency, including the latest public health orders in effect as set forth by the Los Angeles Department of Public Health. If any license, permit or other governmental authorization is required for the lawful use or its own occupancy of DPR Property or any portion of the Park or Use Areas related to District's use, District shall procure and maintain it, at District's sole cost and expense, throughout the term of this MOA.

7. **CEQA Compliance.** The proposed use of DPR Property by School District under this MOA is not subject to the California Environmental Quality Act ("CEQA"), because: (i) the activity is not a "project" for purposes of CEQA, since it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment; (ii) the activity is exempt from the provisions of CEQA under the common sense exemption, since it can be seen with certainty that there is no possibility that the activity will have a significant effect on the environment pursuant to State CEQA Guidelines § 14061(b)(3); and (iii) the activity is exempt under § 15301 of the CEQA Guidelines, since the activity involves the operation of an existing public facility with negligible or no expansion of its existing use or consists of minor leasing of existing facilities.

8. **Notices.**

Address for Notices:

District: Dr. Chantell Butler
Site Director/Principal
575 N. Altadena Dr.
Altadena, CA 91001

County/DPR: Sean Woods,
Division Chief of Planning
Department of Parks and Recreation
1000 South Fremont Avenue, Unit #40
Building A-9 West, 3rd Floor
Alhambra, CA 91803
(626) 588-5345

swoods@parks.lacounty.gov

or such other place in California as may hereinafter be designated in writing respectively by District or County

Park Site Contacts:

District:

Dr. Chantell Butler, Site Director/Principal
Eric Kinley, Student Support Coordinator/Athletic Director
Ian Mcfeat, Executive Director

Attn: _____
email: chantellbutler@aveson.org
erickinley@aveson.org
ianmcfestat@aveson.org
phone: 626-797-1438

County:

_____ County Park

Attn: _____
email: _____@parks.lacounty.gov
phone: _____

9. **Consideration.**

County will charge District monthly for the District's use of the Use Area according to the current fee schedule attached hereto and incorporated as **Exhibit B**.

For recurring and single-day use by K-12 schools of the Use Areas for school-sponsored athletic activities, excluding Physical Education classes and aquatics use, District will pay a 25 percent discounted rate offered to Community Partner/Schools according to the current fee schedule as shown in Exhibit B.

In lieu of rental fees for school-sponsored athletic activities, at the sole option of the County, the District may provide the following direct contributions to DPR that are roughly equivalent to the fair market value of the amount of rental fees incurred for District's recurring use of Use Area:

- Funding for Programs and/or Projects

- In-Kind Goods and Services
- Parks and Recreation Facility Maintenance

For all other educational institutions and for K-12 schools other uses_(e.g., aquatics use, physical education, tournaments, fundraising events, picnics, graduations, etc.) the District and its Schools will pay the full rental fee according to the current fee schedule as shown in Exhibit B.

In addition, school use outside of standard operating park hours and usage of indoor facilities will require an additional charge for staff time based on County's annual salary rates. County may, in its sole discretion, modify use fees so long as the fees do not exceed the costs of service.

Maintenance. County shall have no obligation to alter, remodel, improve or repair the Use Areas or improvements within the Use Areas. District and County are each responsible for ensuring that the Use Areas are restored to good, clean condition and ready for change to new active play.

[USE IF APPLICABLE]

District is hereby required to provide maintenance services gym, lower and upper field and Charles White Park including, but not limited to, trash pick-up and litter removal as more specifically described in **Exhibit A.**

10. **Advertising Materials, Signs and Publicity.** With the exception of any signs currently located or used on the Use Areas, and any maintenance or replacement thereof, District shall not post any additional signs upon the Use Areas without the Director's or designee's prior written consent. District may place temporary directional signs, as approved by Director or designee, around the Use Areas during the time period of District's Use, so long as all such temporary signage is removed at the end of the business day during regular operations. District shall not promulgate nor cause to be distributed any advertising, or promotional materials referencing the County of Los Angeles Department of Parks and Recreation or any DPR facilities or parks unless prior written approval thereof is obtained from Director or designee. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials, websites, social media, or electronic discounts.
11. **Safety.** District shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury during District's use of Use Areas. District shall cooperate fully with the County in the investigation of any injury or death occurring on the Use Areas, including a prompt verbal and written notification to the Director or the designated County representative on-site.

12. **Damage and Destruction.** District shall assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary or vandalism to any and all of District's equipment, materials, tools, and vehicles owned hired, leased, or used by District within DPR Property, including within the Park and/or Use Areas, except to the extent that such damage or destruction and loss result from willful misconduct of County. District shall repair or replace, to the satisfaction of County, any and all County property lost, damaged, or destroyed as a result of District's activities and/or use of DPR Property, including the Park and/or Use Areas. Should District fail to promptly make repairs or replacements to County's satisfaction, County may have these repairs made at District's sole cost and expense.
13. **District Supervision.** District shall provide adult supervision of students at all times when students are present in DPR Property, including in the Loma Alta Park and/or Use Areas.
14. **American with Disabilities Act (ADA)** DPR is dedicated to providing people with and without disabilities the opportunity to participate in DPR programs together. The ADA is federal legislation that gives civil rights protection to individuals with disabilities, similar to those rights provided to individuals based on race, sex, national origin, and religion. It guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services, and telecommunications. District shall be responsible for providing reasonable accommodations for District's students, staff, volunteers, parents and invitees in compliance with all applicable laws and regulations, including the ADA.
15. **Waiver of Liability.** District shall include County in the exculpatory clause on any waiver of liability or release of liability agreement used by District related to its use of DPR Property.
16. **Indemnification.** District shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), injuries, property damage, or other damage to any and all third parties arising from or related to: (1) the District's use of DPR Property, including the Park and/or Use Areas; (2) events at DPR Property organized by District which include multiple schools or school districts; and/or (3) arising from or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. The indemnification obligations hereunder shall not be subject to or barred by any statutory immunities. Any legal defense pursuant to District's indemnification obligations under this Paragraph 15 shall be conducted by District and performed by counsel selected by District and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event District fails to provide

County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from District for all such costs and expenses incurred by County in doing so. The terms of this paragraph shall survive the termination or expiration of this Agreement.

17. **Insurance** – During the term of this Agreement or as otherwise specified herein, the following insurance requirements shall be in effect. District shall purchase commercial insurance to satisfy its insurance requirements herein. District, at its sole option, may elect to use a program of self-insurance, risk retention group, risk purchasing group, pooling arrangement and captive insurance to satisfy the Required Insurance provisions for Workers Compensation and Property Insurance. No insurance shall contain any exclusion for claims based on alleged civil rights violations.

General Insurance – District Requirements: Without limiting District’s indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, District shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Article 17, “General Insurance” and the “Insurance Coverage Requirements – Types and Limits” Sections of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon District pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the District for liabilities which may arise from or relate to this Agreement.

Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the District’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing use of DPR Property under this Agreement.

- i. Renewal Certificates shall be provided to County not less than 10 days prior to District's policy expiration dates. County reserves the right to obtain complete, certified copies of the District and/or Sub-Contractor insurance policies at any time.
- ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name and number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match District’s name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand

(\$50,000.00) dollars, and list any County required endorsement forms.

- iii. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the District, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Department of Parks and Recreation
Attention: Sean Woods, Division Chief of Planning
1000 South Fremont Avenue, Unit #40, Building A-9 West
Alhambra, California 91803

- iv. District also shall promptly report to County any injury or property damage, accident or incident, including any injury to a District employee occurring on DPR property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to District. District also shall promptly notify County of any third party claim or suit filed against District or any of its Sub-Contractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against District and/or County.

Additional Insured Status and Scope of Coverage. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under District's General Liability policy with respect to liability arising out of District's use of DPR Property. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the District's acts or omissions, whether such liability is attributable to the District or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

Cancellation of or Changes in Insurance. District shall provide County with, or District's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

Failure to Maintain Insurance. District's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County immediately may suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from District resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to District, deduct the premium cost from sums due to District or pursue reimbursement from District.

Insurer Financial Ratings. Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

District's Insurance Shall Be Primary. District's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to District. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any District coverage.

Waivers of Subrogation. To the fullest extent permitted by law, District hereby waives its and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or related to this Agreement. District shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

Sub-Contractor Insurance Coverage Requirements. District shall include all Sub-contractors as insureds under District's own policies or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. District shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the County and District as additional insureds on the Sub-Contractor's General Liability policy. District shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

Deductibles and Self-Insured Retentions (SIRs). District's policies shall not obligate the County to pay any portion of any District deductible or SIR. The County retains the right to require District to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing District's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

Claims Made Coverage. If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Agreement. District understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

Application of Excess Liability Coverage. County may use a combination of primary and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies to satisfy the Required Insurance provisions.

Separation of Insureds. All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

County Review and Approval of Insurance Requirements. The County reserves the right to review and adjust the Required Insurance provisions conditioned upon County’s determination of changes in risk exposures.

INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS

Commercial General Liability insurance, naming County and its Agents as an additional insured, with limits of not less than the following:

Note: Commercial General Liability insurance limits vary depending on the District’s activities in the County park. The higher limits apply if the District engages in both types of activities listed below.

- I. Limits required when District uses DPR Property, including the Park, for short-term school-sponsored activities other than pool usage:

General Aggregate:	\$ 4 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury	\$ 2 million
Each Occurrence:	\$ 2 million

- II. Limits required when District’s short-term school-sponsored activities include pool usage:

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury	\$ 5 million
Each Occurrence:	\$ 5 million

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of District’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability

coverage with limits of not less than \$1 million per accident. If District will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to District's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

Sexual Misconduct Liability Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

Property Coverage: District given exclusive use of County owned or leased property of the total combined value of more than \$100,000 shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on District's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

18. **Licenses/Permits.** The County shall be entitled to issue licenses and/or permits for the temporary use of the Use Areas by community groups, organizations and members of the public, and to charge or waive fees for the use thereof at will; provided, such licenses or permits do not conflict or interfere with District's use as provided in Section 5. District shall exercise the permission herein given in such a manner as to minimize interference with the full use and enjoyment of said Use Areas by County.
19. **District's Default.** District shall be in material default of any of its obligations under this Agreement if District fails to observe and perform District's obligations hereunder when such failure continues for thirty (30) days after written notice thereof to District. Failure to provide written notice of noncompliance of the terms or conditions by County shall not constitute a waiver of the terms or conditions.
20. **County's Remedies.** In the event of any default by District as described in Section 17 above, subject to all applicable laws that may restrict remedies against a school district, including, but not limited to, restrictions within the California Education Code, County's may, in addition to any other rights or remedies at law or in equity, terminate this Agreement.

21. **Independent Status.** This MOA is by and between County and District. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and District. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit, or remedy of any nature under or by reason of this MOA. District understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of District pursuant to this MOA.
22. **Notices.** All notices, demands, and communications between District and County shall be in writing and given by personal delivery; facsimile transmission; electronic mail; registered mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to County or District at the addresses shown in paragraph 6 above. Unless otherwise directed, any notice required to be given by this Agreement or regarding compliance with this Agreement shall be given to all County representatives listed in paragraph 8. Either party may, by notice to the other given pursuant to this Section 20, specify additional or different addresses for notice purposes.
23. **Employees.** All references to the "District" herein are deemed to include the District's employees, agents, contractors, apprentices, volunteers, and anyone allowed under written contract with District to access DPR Property, including the Park and/or Use Areas.
24. **Limitations.** It is expressly understood that in granting the right to use said DPR Property, including the Park and/or Use Areas, no estate or interest in real property is being conveyed to the District, and that the right to use is only a nonexclusive, revocable and unassignable permission to use DPR Property, including the Park and/or Use Areas, in accordance with the terms and conditions of this MOA.
25. **Entire Agreement.** This MOA contains the entire agreement between the Parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and District.
26. **Severability.** Any provision of this Agreement which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
27. **Amendments.** The terms of this MOA may be amended by the Director or her designee upon mutual agreement of County and District subject to approval or ratification by the Governing Board of the District.

28. **Power and Authority.** The District hereby acknowledges that it has the legal power, right and authority to enter into this Agreement, and to comply with the provisions hereof. The individuals executing this Agreement on behalf of any legal entity comprising District hereby represent that they have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement. In accordance with California Education Code sections 17604 and 81655, this Agreement is not a valid or enforceable obligation unless and until it has been approved or ratified by motion of the Governing Board of the District duly passed and adopted (**See Exhibit C**).
29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument.
30. **PDF Signature as Original.** Notwithstanding any law to the contrary, including Evidence Code sections 255 and 260, a signature in a pdf form is deemed to be an original for purposes of this Agreement.
31. **Assignment.** This MOA is personal to the District, and any attempt to assign or transfer same in whole or part without County's prior written consent shall immediately terminate all of District's rights hereunder.
32. **Authority to Stop.** In the event that an authorized representative of County finds that District's activities on DPR Property, including the Park and/or Use Areas, unnecessarily endanger the health or safety of persons on or near said DPR Property, including the Park and/or Use Areas, the representative may require that said activities cease immediately and that District's activities covered by this MOA be immediately suspended until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
33. **Termination.** This Agreement may be terminated at any time without cause for any reason or no reason at all at the option of County or District by giving 30 days' notice of termination. The Agreement may be terminated by the mutual agreement of the Parties at any time, upon terms and conditions agreed to by the Parties.
34. **Restoration of DPR Property.** Upon any termination or expiration of this Agreement, District shall surrender the Use Areas in a neat and clean condition to the satisfaction of County, remove District's property therefrom, and restore the Use Areas as provided above within such time as County may designate. If County determines that restoration has not been completed to County's satisfaction under any scenario, County may restore said Use Areas at the sole expense of District.
35. **Alteration of Premises.** Prior to accessing the Use Area(s), District has examined the Use Area(s) and knows the condition thereof. District accepts the Use Areas in the present state and condition and waives any and all demand upon

the County for alteration, repair, or improvement thereof. All betterments to the Use Areas shall become the property of County upon the termination or expiration of this Agreement.

36. **County Lobbyist Ordinance** District is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.
37. **Conflict of Interest.** No County employee whose position with County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by District or have any other direct or indirect financial interest in this Agreement.
38. **Solicitation of Consideration.** It is improper for any officer, employee or agent of County to solicit consideration, in any form, from a District with the implication, suggestion or statement that the District's provision of consideration may secure more favorable treatment for District in the award of the Agreement or that District's failure to provide such consideration may negatively affect the County's consideration of District's submission. A District shall not offer to or give, either directly or through an intermediary, consideration, in any form, to an officer, employee or agent of County for the purpose of securing favorable treatment with respect to the award of an Agreement. District shall immediately report any attempt by an officer, employee or agent of County to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.
39. **Nondiscrimination.** District and all others who from time to time may use DPR Property, including the Park and/or Use Areas, described herein with the permission of County and on the terms and conditions specified herein shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin, including but not limited to the provision of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.
40. **Compliance with the County's Smoking Ban Ordinance.** Smoking shall be prohibited at all parks, except:
 - a. Smoking shall be permitted by actors who may be acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

b. Smoking shall be permitted within the Use Areas, in designated areas, with prior approval and at the discretion of the Director, in consultation with the operation of the subject DPR park/facility).

41. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

District acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting District's duty under this Agreement to comply with all applicable provisions of law, District warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

42. **COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

District acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The District further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the County Policy of Equity (CPOE). The District, their employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of District, their employees, or subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject District to termination of contractual Agreements as well as civil liability.

43. **Public Records Act**

Any documents submitted by District and all information obtained in connection with this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not, in any way, be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court

of competent jurisdiction.

44. **Transfer of Title/Park Transfer.** In the event County transfers title of the Park and the licensed Use Areas to a newly-formed or existing governmental agency, this Agreement shall be terminated on the date of said transfer to such agency, unless that agency agrees to assume this Agreement. County agrees to use its best efforts to obtain said assignment in the event County transfers title of the Park to a newly-formed or existing governmental agency. In the event County closes the Park this Agreement shall terminate upon the effective date of such closure. County shall provide written notice to District upon any consideration by the County of the possibility of transferring or closing the Park. County shall provide District with as much prior written notice of any such transfer or closure of the Park as reasonably possible before the effective date of any such transfer or closure.
45. **Survival of Covenants.** The covenants, agreements, indemnities, representations and warranties made herein are intended to survive the termination of the Agreement.
46. **Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

(Signature pages follow)

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this Agreement to be duly executed on its behalf, and the County, by order of its Board of Supervisors, has caused this Agreement to be duly executed on its behalf by the Director of Parks and Recreation thereof, as of the day, month and year first written above.

Aveson Charter Schools DISTRICT

A district organized and existing under the laws of the State of California

By: _____
Contracts/Purchasing Manager

Date: _____

By: _____
Administrative Services

Date: _____

Approved as to form:

By: _____
Real Estate Counsel

Date: _____

COUNTY OF LOS ANGELES
Department of Parks and Recreation

By: _____

Date: _____

Norma E. García-González
Director

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Deputy Counsel

Date: _____

Exhibit A
List of Parks for Use

Loma Alta Park
3330 N. Lincoln Ave.
Altadena, CA 91001

Charles White Park
77 Mountain View Street
Altadena CA 91001

Loma Alta lower park field: Wed/Fri 8:45am-3:15pm
Loma Alta upper park field: Tues/Thurs 8:45am-3:15pm
Loma Alta gym: Tuesday/Thurs 3-5pm
Charles White Soccer field: Monday-Thurs 3-5pm

EXHIBIT C

DOCUMENTATION OF DISTRICT BOARD APPROVAL OR RATIFICATION

Aveson Charter Schools Independent Study Policy

Between the two campuses (Aveson School of Leaders and Aveson Global Leadership Academy), Aveson Charter Schools operate three (3) separate independent study programs:

- Aveson Center for Independent Study at ASL (“ACIS@ASL”) for grades TK-5
- Aveson Center for Independent Study at AGLA (“ACIS@AGLA”) for grades 6-8
- Flexible Studies for grades 9-12

ACS may offer independent study to meet the short- or long-term educational needs of pupils enrolled in the Charter School. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

The following written policies have been adopted by the Aveson Governing Board for implementation at Charter School:

1. For pupils in all grade levels and programs offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be:
 - a. Twenty-five (25) school days for ACIS@ASL and ACIS@AGLA.
 - b. Thirty (30) school days for Flexible Studies.
2. The Director or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete four (4) assignments during any period of:
 - i. Twenty-five (25) school days for ACIS@ASL and ACIS@AGLA.
 - ii. Thirty (30) school days for Flexible Studies.
 - b. In the event that the Student’s educational progress falls below satisfactory levels as determined by the Charter School’s Student Success Team (“SST”) Policy which considers ALL of the following indicators:
 - i. The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.

- iii. Learning required concepts, as determined by the supervising teacher.
- iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

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

3. The Charter School shall provide content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.
4. The Charter School has adopted tiered reengagement strategies for all pupils who are not generating attendance for more than three (3) school days or 60% of the instructional days in a school week or **10% of required minimum instructional time over 4 continuous weeks of the charter school's approved instructional calendar, or who are found not participatory pursuant to Education Code Section 51747.5 for more than the greater of three school days or 60% of the scheduled days of synchronous instruction in a school month as applicable by grade span**, or who are in violation of the written agreement pursuant to Education Code Section 51747(g). These procedures are as follows: ¹
 - a. Verification of current contact information for each enrolled pupil.
 - b. Notification to parents or guardians of lack of participation within one school day of the **recording of a non-attendance day** or lack of participation.
 - c. Outreach from the Charter School to determine pupil needs including connection with health and social services as necessary.
 - d. When the evaluation described above under paragraph (2)(b) is triggered to consider whether remaining in independent study is in the best interest of the pupil, a pupil-parent-education conference shall be required to review a pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being. This conference shall be a meeting involving, at a minimum, all parties who signed the pupil's written independent study agreement.
5. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction: ²

¹ The tiered reengagement strategies shall not apply to pupils who participate in an independent study program for fewer than 15 schooldays in a school year.

² The plan for synchronous instruction and live interaction shall not apply to pupils who participate in an independent study program for fewer than 15 schooldays in a school year.

- a. For pupils in **transitional kindergarten through grade 5**, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows:
 - i. Each student will be assigned a credentialed supervising teacher who will offer daily classroom style, small group, or one on one synchronous instruction opportunities each school day.
 - ii. Daily synchronous instruction five (5) days per week shall be approximately 30 minutes per day (but may be longer or shorter in duration at the discretion of the supervising teacher) **and may take place either in person or** through a virtual platform.
 - ~~iii. One (1) day per week, pupils are given the option to obtain daily synchronous instruction at the Charter School campus.~~

- b. For pupils in **grades 6-8**, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows:
 - i. Each student will be assigned a credentialed supervising teacher who will offer weekly classroom style, small group, or one on one synchronous instruction opportunities each school week **provided either in-person or** through a virtual platform. ~~Students will also have the option to take up to three (3) classes on campus.~~
 - ii. Students will be provided daily live interaction on each school day by the supervising teacher or alternative school staff for the purpose of maintaining school connectedness. Five (5) days per week for approximately 30 minutes per day (but may be longer or shorter in duration at the discretion of the supervising teacher) pupils attend an advisory class **provided either in-person or through a virtual platform .**

- c. For pupils in **grades 9-12**, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows:
 - i. Each student will be assigned a credentialed supervising teacher who will offer weekly classroom style, small group, or one on one synchronous instruction opportunities each school day **provided either in-person or** through a virtual platform.

6. The following plan shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five (5) instructional days:³
 - a. Upon written receipt of a family's wish to return to in-person instruction, ACS will provide the family with information about the Charter School's in-person options and application process for enrollment. If in-person instruction is at capacity, the Charter School staff shall inform the family of their right to return to their district of residence for in-person instruction.
 - b. If the family specifically requests additional in-person options, the Charter School will provide a list of recommended alternatives based on the student's current address of residence. Parents may also visit <https://www.greatschools.org/> to locate additional school options in their area.
 - c. The Charter School shall not have any obligation to assist the family with enrollment in a school district or another charter school, nor can the Charter School guarantee enrollment availability in any school.

7. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
 - a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
 - b. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
 - c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - d. A statement of the policies adopted pursuant to Education Code Section 51747, subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
 - f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.

³ The plan to transition pupils whose families wish to return to in-person instruction shall not apply to pupils who participate in an independent study program for fewer than 15 schooldays in a school year.

- g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
 - h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
 - i. Each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
8. The Charter School shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.
9. The Director shall establish regulations to implement these policies in accordance with the law.

Aveson Charter Schools
Gift Acceptance Policy

Aveson Charter Schools solicits and accepts gifts for purposes that will help the organization further and fulfill its mission. Aveson Charter Schools urges all prospective donors to seek the assistance of personal legal and financial advisors in matters relating to their gifts, including the resulting tax and estate planning consequences. The following policies and guidelines govern acceptance of gifts made to Aveson Charter Schools for the benefit of any of its operations, programs or services.

Use of Legal Counsel—Aveson Charter Schools will seek the advice of legal counsel in matters relating to acceptance of gifts when appropriate. Review by counsel is recommended for:

- A. Gifts of securities that are subject to restrictions or buy-sell agreements.
- B. Documents naming Aveson as trustee or requiring Aveson to act in any fiduciary capacity.
- C. Gifts requiring Aveson to assume financial or other obligations.
- D. Transactions with potential conflicts of interest.
- E. Gifts of property which may be subject to environmental or other regulatory restrictions.

Restrictions on Gifts—Aveson Charter Schools will not accept gifts that (a) would result in Aveson Charter Schools violating its public charter, (b) would result in Aveson Charter Schools losing its status as an IRC § 501(c)(3) not-for-profit organization, (c) are too difficult or too expensive to administer in relation to their value, (d) would result in any unacceptable consequences for Aveson Charter Schools, or (e) are for purposes outside Aveson Charter School's mission. Decisions on the restrictive nature of a gift, and its acceptance or refusal, shall be made by the Executive Director, in consultation with the Governing Board.

Gifts Generally Accepted Without Review—

- ❖ Cash. Cash gifts are acceptable in any form, including by check, money order, credit card, or on-line. Donors wishing to make a gift by credit card must provide the card type (e.g., Visa, MasterCard, American Express), card number, expiration date, and name of the card holder as it appears on the credit card.
- ❖ Marketable Securities. Marketable securities may be transferred electronically to an account maintained at one or more brokerage firms or delivered physically with the transferor's endorsement or signed stock power (with appropriate signature guarantees) attached. All marketable securities will be sold promptly upon receipt unless otherwise directed by Aveson Charter Schools's Investment Committee. In some cases marketable securities may be restricted, for example, by applicable securities laws or the terms of the proposed gift; in such instances the decision whether to accept the restricted securities shall be made by the Executive Committee.
- ❖ Bequests and Beneficiary Designations under Revocable Trusts, Life Insurance Policies, Commercial Annuities and Retirement Plans. Donors are encouraged to make bequests to Aveson Charter Schools under their wills, and to name Aveson Charter Schools as the beneficiary under trusts, life insurance policies, commercial annuities and retirement plans.

- ❖ Charitable Remainder Trusts. Aveson Charter Schools will accept designation as a remainder of beneficiary of charitable remainder trusts.
- ❖ Charitable Lead Trusts. Aveson Charter Schools will accept designation as an income beneficiary of charitable lead trusts.

Gifts Accepted Subject to Prior Review—Certain forms of gifts or donated properties may be subject to review prior to acceptance. Examples of gifts subject to prior review include, but are not limited to:

- ❖ Tangible Personal Property. The Executive Director, in consultation with the Governing Board shall review and determine whether to accept any gifts of tangible personal property in light of the following considerations: does the property further the organization's mission? Is the property marketable? Are there any unacceptable restrictions imposed on the property? Are there any carrying costs for the property for which the organization may be responsible? Is the title/provenance of the property clear?
- ❖ Life Insurance. Aveson Charter Schools will accept gifts of life insurance where Aveson Charter Schools is named as both beneficiary and irrevocable owner of the insurance policy. The donor must agree to pay, before due, any future premium payments owing on the policy.
- ❖ Real Estate. All gifts of real estate are subject to review by the Executive Director in Consultation with the Governing Board. Prior to acceptance of any gift of real estate other than personal residence. Aveson Charter Schools shall review the real estate in question with qualified professionals and in consultation with our Governing Board. In the event that an initial review reveals a potential problem, the organization may retain a qualified environmental firm to conduct an environmental audit. Criteria for the acceptance of gifts of real estate include:

Is the property useful for the organization's purposes? Is the property readily marketable? Are there covenants, conditions, restrictions, reservations, easements, encumbrances or other limitations associated with the property? Are there carrying costs (including insurance, property taxes, mortgages, notes, or the like) or maintenance expenses associated with the property? Does the environmental review or audit reflect that the property is damaged or otherwise requires remediation?

October 25, 2021

Aveson Charter Schools
1919 Pinecrest Dr.
Altadena, CA 91001
(626) 797-1440

Re: Resignation

Dear Aveson Board Members,

I am writing to inform you about my decision to leave my position as a board member of Aveson Charter Schools, effective immediately. I am grateful for the experience I have had serving the Aveson community in this position for 2 years, and I look forward to the future success of everyone connected to this organization. Thank you to the board members, staff, parents, students, and community members who continue to make Aveson Charter Schools great.

Sincerely,

Bridgette Brown
Board Member
Aveson Charter Schools