



## MEETING AGENDA - iLEAD Lancaster Board

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

### Meeting

<b>Meeting Date</b>	Thursday, September 8, 2022
<b>Start Time</b>	6:00 PM
<b>End Time</b>	7:30 PM
<b>Location</b>	This meeting will be held virtually. You may join us on ZOOM at: Zoom <a href="https://zoom.us/j/5395735793">https://zoom.us/j/5395735793</a> Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
<b>Purpose</b>	Regular Scheduled Meeting

### Meeting package

The meeting package is not yet available.

### Agenda

## 1. Opening Items

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1.1. Call The Meeting To Order

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1.2. Roll Call

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1.3. Pledge Of Allegiance

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1.4. Approve Agenda

**Due date:** 9/8/2022

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1.5. Approve Minutes

**Due date:** 9/8/2022

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## 2. Curriculum Moment

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2.1. Curriculum Moment

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## 3. Public Comments

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3.1. Public Comments

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

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## 4. Closed Session

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### 4.1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

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## 5. Report of Closed Session

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## 6. Consent Items

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### 6.1. Personnel Report

**Due date:** 9/8/2022

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### 6.2. AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements

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

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### 6.3. School Contracts Previously Reviewed

Take action to ratify contracts for the school which are over \$10,000.

**Due date:** 9/8/2022

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## 7. Discussion And Reports

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### 7.1. School Director Report

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### 7.2. Brown Act Training - Closed Session

Review Closed Session laws under the Ralph M. Brown Act.

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## 8. Action Items

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### 8.1. Employee Referral Program

Discuss and take action regarding the Employee Referral Program.

**Due date:** 9/8/2022

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### 8.2. Instructional Materials

Discuss and take action regarding learner instructional materials as required by law.

**Due date:** 9/8/2022

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### 8.3. School Contracts

Discuss and take action regarding contracts which are over \$10,000.

**Due date:** 9/8/2022

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### 8.4. Officer Roles

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Discuss and take action regarding Officer roles as set forth in the Bylaws, and take action regarding current positions held by current Board Members.

**Due date:** 9/8/2022

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## 9. Board Comments

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### 9.1. Board Comments

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## 10. Closing Items

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### 10.1. Next Meeting Date

The next Board meeting will be held on Thursday, October 27, 2022 @ 6:00 PM.

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### 10.2. Adjournment

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**Please note:** items on the agenda may not be addressed in the order they appear. The Board of Directors may alter the order at their discretion.

- **Board Room Accessibility:** The Board of Directors encourage those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services to participate in the public meeting, please contact the office at least 48 hours before the scheduled Board of Directors meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132).]

*The Secretary of the Board of Directors, hereby certifies that this agenda was publicly posted 72 or 24 hours prior to the meeting as required by law.*



## MEETING MINUTES - iLEAD Lancaster Board

### Meeting

	<b>Special meeting</b>
<b>Date</b>	Thursday, August 11, 2022
<b>Started</b>	4:01 PM
<b>Ended</b>	5:01 PM
<b>Location</b>	This meeting will be held virtually. You may join us at:  Zoom <a href="https://zoom.us/j/5395735793">https://zoom.us/j/5395735793</a> Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
<b>Purpose</b>	Conference With Legal Counsel 2020-2021 Audit Glass Contact Revised Independent Study Policy
<b>Chaired by</b>	Latorra Saxton
<b>Recorder</b>	KeKe Montoya

### Minutes

## 1. Opening Items

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### 1.1. Call The Meeting To Order

The meeting was called to order at 4:01 PM.

**Status:** Completed

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### 1.2. Roll Call

LaTorra and LaNeshae were present.

Beth joined the call at 4:15 PM in time for the Audit Report presented by Kelly.

**Status:** Completed

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### 1.3. Approve Agenda

Motioned: LaTorra

Seconded: LaNeshae

Unanimously Approved

**Due date:**

**Status:** Completed

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### 1.4. Approve Minutes

Discuss and take action on the Board Meeting Minutes.

Motioned: LaTorra





Seconded: LaNeshae

Unanimously Approved

**Due date:**

**Status:** Completed

Documents

- Minutes-2022-06-30-v1 (2).pdf

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## 2. Closed Session

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### 2.1. Conference with Legal Counsel - Anticipated Litigation

Gov. Code section 54956.9(d)(2): 2 Matters

Closed Session began at 4:26 PM.

**Status:** Completed

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### 3. Report of Closed Session

There was nothing to report out of Closed Session.

**Status:** Completed

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## 4. Public Comments

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### 4.1. Public Comments

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

No public comments were made.

**Status:** Completed

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## 5. Consent Items

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### 5.1. AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements

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

Kim presented the AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements.

Motioned: LaTorra

Seconded: LaNeshae

Unanimously Approved

**Due date:**

**Status:** Completed



#### Documents

- iLEAD Lancaster - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements (10).pdf
- 

### 5.2. Commercial Glass Systems Bid

Take action to ratify the summer window project for the school.

Nykole presented the Commercial Glass Systems Bid.

Motioned: LaTorra

Seconded: LaNeshae

Unanimously Approved

**Due date:**

**Status:** Completed

#### Documents

- Commercial Glass Proposal.pdf
- 

### 5.3. Worthington Direct Furniture Order

Take action to ratify the Worthington Direct Furniture Order for the school.

Nykole presented the Worthington Direct Furniture Order which is for grades 3-5.

Motioned: LaTorra

Seconded: LaNeshae

Unanimously Approved

**Due date:**

**Status:** Completed

#### Documents

- Worthing Order - Furniture Inv #ORD00049989 .pdf
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## 6. Action Items

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### 6.1. 2020-2021 Audit Report

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

Kelly presented the 2020-2021 Audit Report and answered questions of the Board.

Accepted: LaTorra

Seconded: LaNeshae

Unanimously Accepted

**Due date:**

**Status:** Completed

#### Documents

- iLEAD Lancaster WTB Audit 2021.pdf
- iLEAD Lancaster Governance Communication Draft Audit 2021.pdf



- iLEAD Lancaster AJEs RJE's Audit 2021.pdf
- iLEAD Lancaster Draft Audit 2021.pdf

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## 6.2. Public Hearing and Adoption of Updated Independent Study Policy

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

Public Hearing opened; no comments were made, Public Hearing closed. Amanda presented the Updated Independent Study Policy.

Motioned: LaTorra

Seconded: Beth

Unanimously Approved

**Due date:**

**Status:** Completed

Documents

- Updated iLEAD Lancaster\_ Independent Study Policy(5245720.1) (002) 2 2 (1).pdf

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## 7. Board Comments

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### 7.1. Board Comments

LaTorra wished everyone a safe and happy new school year.

**Status:** Completed

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## 8. Closing Items

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### 8.1. Next Meeting Date

Recommend Cancellation of the August 18th Meeting.

Next Regularly Scheduled Meeting September 8, 2022

Our Next Regularly Scheduled Board Meeting will be held on Thursday, September 8, 2022.

**Status:** Completed

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### 8.2. Adjournment

The Meeting was adjourned at 5:01 PM.

**Status:** Completed

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**EMPLOYMENT – NEW HIRE**

Autrey, Deborah	iLEADership Resident	08.01.22
Collier, Alondra	Care Team Student Support 1:1	08.22.22
Daniel, Deja	Care Team Classroom Support	08.23.22
Deniz, Jerry	Facilitator	08.01.22
Harvey, Ragene	Care Team Student Support 1:1	08.15.22
Hofius, Marcella	Playspace Advisor	08.23.22
Johnson, Mack	Custodian	08.08.22
Johnson, Monica	Substitute Facilitator	08.12.22
Judkins, Alexis	Care Team Classroom Support	08.22.22
Land, Chantry	Ed Specialist	08.12.22
Martin, Brielle	Care Team Student Support 1:1	08.01.22
Martin, Colleen	Care Team - Floater	08.01.22
Neeley, Tiffany	Facilitator	07.05.22
Paiz, Melody	Care Team Student Support 1:1	08.23.22
Ramirez, Gabriela	Care Team Classroom support	08.22.22
Rodriguez, Merriweather Lace	Care Team - Floater	08.02.22
Rough, Sarah	Educational Facilitator	07.11.22
Thomas, Regina	Educational Facilitator	08.23.22
Vibber, Shanice	Care Team Student Support 1:1	08.23.22
Walton, Christopher	Office Manager	08.04.22
Washington Destiny	Care Team Student Support 1:1	08.26.22

**RESIGNATIONS/TERMINATIONS**

Atianzar, Jaunathan	Care Team Classroom Support	06.30.22
Coleman, Jonathan	Ed Specialist	08.16.22
Davies, Daniela	Facilitator	08.01.22
Davison, Sajae	iLEADership Resident	07.22.22
Estrada, Stephanie	Care Team Classroom Support	07.22.22
Garnica, Kimberly	Care Team Student Support	06.30.22
Hannon, Randi	Educational Facilitator	06.30.22
Jones, Ivi	Care Team Student Support 1:1	09.08.22
Lewis, Ashlynnne	Care Team Student Support 1:1	08.21.22

Monroe, Ryan	Care Team	06.30.22
Morris, Michael	IT Coordinator	06.30.22
Sims, William	Facilitator	07.18.22
Wong, Mayra	Facilitator	08.15.22
Wright, Briana	Facilitator	08.15.22
Zuniga, Jessica	Facilitator	08.15.22

**STATUS CHANGE**

Castillo, Jacob	Playspace to Instructional Spec PE	08.01.22
Castillo, Katrina	Instructional Specialist to Facilitator	08.01.22
Gallagher, Pauline	Sub to Facilitator	08.01.22
Gonzalez, Jose	Sub to School Counselor	07.01.22
Kreuger, Jeffrey	Office Assistant to IT Coordinator	07.01.22
Monroe, Tiffany	Care Team to Instructional Specialist	08.01.22
Quiroz, Patrick	Custodian to Exploratorium	08.01.22
Rodriguez, Darryl	Playspace to Classroom Support	08.01.22
Solorio, Joaquin	Instructional Specialist to Care Team	07.01.22

# Commercial Glass Systems

346 Grand Cypress Ave. Suite 402, Palmdale, Ca. 93551

Licensed & Bonded #1037748

Phone: (661) 266-4800 Fax: (661) 538-1950

## Proposal

To: Robert Hutson  
Re: iLead Windows/Glass/Glazing/Doors

06/03/2022

Hello,

We propose to furnish and install:

2" x 4-1/2" center set storefront - clear anodized - for 1/4" glazing where spec'd

1/4" Plexi Glass where spec'd

1/4" clear tempered glazing where spec'd

Clear anodized sash material for existing plexi-glass.

Hollow Metal doors where spec'd (paint to be supplied/applied by others)

- 1@ Opening #1 (Upstairs) Approx 15' wide x 7' high with single door 3x7' with a return of approx. 8' x 4' (pony wall) with no door. Opening to be split evenly with vertical mullions.
- 1@ Opening #2 (Upstairs) Approx 18' wide x 4' high (pony wall) with a return of approx. 8' x 7' with a single door. (This opening was changed from original price to exclude 18'x4' of glass and single door. New price reflects)
- 6@ Opening #3 (Upstairs/Downstairs) This is to be combined with ALL 6 openings where plexi to be supplied by customer. We will furnish and install the sash metal and install customer's existing plexi into our frames.  
Approx 8' x 5' per opening.
- 1@ Opening #4 (Upstaris/Office) REMOVED/NOT INCLUDED
- 
- 1@ Opening #5 (Upstairs) This is to be sash metal with NEW plexi glass. Approx 15' x 5'. Plexi supplied by Commercial Glass Systems.
- Repair/Adjust existing doors at multiple locations.
- 1@ Windbreak for outside/playground area approx. 8' x 8' split 2-wide. (storefront frame with 1/4" tempered glass)
- 1@ Missing door stop (1/4" glass)
- 
- 1@ Missing Horizontal Insert (Check manufacturer for replacement)
- 
- 1@ New door with 2'x2' vision lite @ upper center of door. Panic Hardware.
- Check Weatherstripping/replace as needed at main entry and others.

- Total Cost: \$71,400.00
- 50% Deposit required for material/start-up.
- Remaining 50% due upon completion of project.
- Project has been bid at a prevailing wage.

Please reach out with any questions or concerns.

Thank you for the opportunity and we look forward to working with you on this project and many more to come.

Braddin DeBear

Commercial Glass Systems

661.266.4800

Thank you.



PO Box 140038  
Dallas, TX 75214  
www.worthingtondirect.com

P: 800-599-6636  
F: 800-943-6687  
E: sales@worthingtondirect.com

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**Invoice #ORD00049989-ILE2001**

**Date: 7/25/2022**

Customer ID: ILE2001  
Terms: 50% DOWN, BAL NET 30  
Sales Order#: QTE060886  
Customer PO#: ILEAD-2177  
Date of Order: 07/25/2022

**Bill To**

**ILEAD LANCASTER CHARTER SCHOOL  
ACCOUNTS PAYABLE  
254 E AVENUE K4  
LANCASTER, CA 93535-4500**

**Ship To**

**ILEAD LANCASTER CHARTER SCHOOL  
BUSINESS OFFICE  
254 E AVENUE K4  
LANCASTER, CA 93535-4500  
P: (617) 722-4287**

Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
81108-G-PB-PL	03095	30"DX30"WX22"-34"H, GRAY NEBULA TOP, PERSIAN BLUE EDGE, PLATINUM FRAME, WING DESK	179.95	216	38,869.20
81C70-GN-A-PLT-EA	EL48CL-EA	48" CLOVER, 19"-33"H, GRAY NEBULA TOP, APPLE EDGE, PLATINUM FRAME, ELEMENTAL ACTIVITY TABLE	351.95	3	1,055.85
81306-PB	11849	18"H, PERSIAN BLUE SEAT, CHROME FRAME, FLAVORS STACK CHAIR	89.95	20	1,799.00
81305-PB	11848	16"H, PERSIAN BLUE SEAT, CHROME FRAME, FLAVORS STACK CHAIR	78.95	15	1,184.25
29455-78-SA5-S88	LF9002-S8878SA5	64"WX55"D", 29"H GRAY NEBULA TOP, GRAY EDGE, PLATA BASE HEXAGON TABLE & JET RND OTTOMAN	2,953.95	1	2,953.95
20861-BORIOIOL	900S-BEE-ORIOIOL	29"WX28-1/2"DX16"H, BEELINE ORIOLE FABRIC, SHAPES CONFIGURABLE SOFT SEATING	500.95	4	2,003.80
20862-BORIOIOL-GN-BK	900T-BEE-ORI-4622-BK	BEELINE ORIOLE FABRIC, GRAY NEB LAM TOP, BLACK EDGE, SHAPES CONFIGURABLE SOFT SEATING	604.95	1	604.95
20785	661AD-HH	6'HX4'W, DOUBLE SIDED DURA-RITE MARKER BOARD, D.O.C. PARTITION	514.95	1	514.95
45536	83845	4'X6', VISIONARY GLASS MARKERBOARD	489.95	1	489.95
38041	P7302K30N	24"DX72"WX30"H, 1-1/4" BLACK CHEMGUARD TOP, OAK APRON/FRAME, SCIENCE TABLE	549.95	2	1,099.90

Subtotal	50,575.80
Discount	\$0.00
Shipping	\$8870.20
Tax	5,184.03
Misc Charge	\$0.00
Total	64,630.03
Paid to Date	\$0.00





**PO Box 140038**  
**Dallas, TX 75214**  
**www.worthingtondirect.com**

**P: 800-599-6636**  
**F: 800-943-6687**  
**E: sales@worthingtondirect.com**

**Invoice #ORD00049989-ILE2001**

**Date: 7/25/2022**

Customer ID: ILE2001  
Terms: 50% DOWN, BAL NET 30  
Sales Order#: QTE060886  
Customer PO#: ILEAD-2177  
Date of Order: 07/25/2022

**Bill To**

**ILEAD LANCASTER CHARTER SCHOOL**  
**ACCOUNTS PAYABLE**  
**254 E AVENUE K4**  
**LANCASTER, CA 93535-4500**

**Ship To**

**ILEAD LANCASTER CHARTER SCHOOL**  
**BUSINESS OFFICE**  
**254 E AVENUE K4**  
**LANCASTER, CA 93535-4500**  
**P: (617) 722-4287**

Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
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Balance Due \$64,630.03

**Payments by ACH or Wire**

Routing Number: 071921891  
Account Number: 4951999671

\*\*\*\*\*WE WILL NEED 50% PREPAYMENT (\$32,315.02) TO  
PROCESS THE ORDER. THE ORDER IS ON HOLD FOR  
NOW.\*\*\*\*\*

Please send remittance to: payments@worthingtondirect.com

**Thank you for your business! Please note Customer ID: ILE2001 on your remittance.**

iLEAD Lancaster  
iLEAD Lancaster Director's Report - Nykole Kent  
Sep 1, 2022

## **Curriculum and Instruction**

- El Education Curriculum
- DreamBox
- Delta Math
- Bridges/CPM
- Bridges Intervention
- Mosa Mack/Mystery Science

## **Presentations of Learning**

- Kinder - How do healthy choices for my body help me learn?
- 1st Grade -
- 2nd Grade - How can learning about each other help us build a positive and safe second-grade community?
- 3rd Grade -
- 4th Grade - How can we use the California Constitution to guide us throughout the year?
- 5th Grade - "Who am I"
- 6th Grade - As I learn more about myself, how can I best prepare to fit into my career of choice?
- 7th Grade - Kicking off Dream Up to Space
- 8th Grade - Kick off the Glider Project
- IS -

## **Professional Learning/Facilitator Support**

- Brightspace
- Daily 5/Daily 3
- Love Logic
- Monthly Data target support meetings
- Instructional Coaching support

## CLOSED SESSION ITEM DESCRIPTIONS UNDER THE RALPH M. BROWN ACT

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

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

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

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

## **NOTES**

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

### 1. School Director Employment Agreement

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

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

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

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



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## Employee Referral Program Process & Guidelines

**We need your help!** iLEAD Lancaster (iLEAD) is always looking for great individuals to join our team, and now more than ever, we need fun, compassionate, inspirational individuals to join us.

We are excited to implement an Employee Referral Program (ERP) as an important part of the recruitment process. iLEAD employees can now receive a referral bonus of up to \$1,000\* (*less applicable taxes and deductions*).

**That's where you come in!** We are encouraging employees to check iLEAD's vacant positions on Indeed or Edjoin and think about your social networks as potential resources to help refer candidates to iLEAD.

### Employee Referral Program Process:

**Who Can Make a Referral?** All iLEAD employees can make a referral. However to be eligible for this program and to receive the referral bonus, the referred candidate must be made to the school/program of the referring staff member. (*For more information regarding this question, refer to the provisions listed in Appendix A.*)

**How much is the referral Bonus?** The Employee Services department will inform employees beforehand, so they know the bonus amount. The referral bonus depends on the position vacancy. The bonus amounts are different for each position. There will be some positions that will be identified as hard to fill. In general, the **Referral Reward Payment Tier 1:** As of *September 09, 2022* the new Employee Referral Program Bonus amount is set at \$500 (general positions), \$1000 (hard to fill)\*. All referral bonuses will be divided into 2 payments and are subject to all applicable taxes and deductions (*\* hard to fill details outlined in appendix A of this document*).

**How do I refer someone?** The process of referring an applicant (candidate) is simple. The applicant is required to indicate that you referred them on their online application in the appropriate field (on the iLEAD Applications the section would be: "**referral**" source, and "**Name**". Please instruct the candidate you are referring to list "**OTHER**" as the source. iLEAD employees are asked to complete the Employee Referral Program form using this following link: [ERP Incentive Form](#)

iLEAD's employment application allows for the candidate to explicitly type in the referring employee's name. The employee's full name must be completely typed into the application. In the event that the same candidate is referred by more than one employee, the given employee's name on the application will govern.

**How soon would I receive the payment? Payments:** Once a referral is hired and completes 90 days of service at iLEAD the employee that made the referral will receive half of the referral bonus during the next scheduled referral payment cycle (check requests are processed semi-monthly). The referring employee will then receive the second half of the referral bonus when the referred employee meets their 12 month anniversary. **Please Note: Both** employees have to be employed at the time of the payment, in order to receive the payment. Bonuses are considered supplemental wages and are therefore taxable as defined by the Internal Revenue Service (IRS).

**Is there a cap to how many employees' I can refer?** There is no cap on the number of referrals an employee can make. We ask that employee's keep in mind that this program is provided to help employee's refer candidates that they **truly believe** will be successful in serving iLEAD's mission, help support iLEAD's vision and can exemplify

iLEAD's values. We ***dissuade*** employees who seek to only refer candidates solely for the bonus money and not for a true fit for the organization or vacancy.

**How will I know that a referral has been hired?** Employee Services will notify the referring employee of their eligibility and time frame of when they will be eligible for their referral bonus via email from [employeeservices@ileadcalifornia.org](mailto:employeeservices@ileadcalifornia.org). Employee Services will complete the payment request and submit it to the Payroll department to pay the referral bonus. The payment will be reflected in the employee's paycheck. As for the applicant you are referring, we asked that you remind them to notify you if they are hired to work at iLEAD.



## APPENDIX A

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### PLEASE NOTE THE FOLLOWING PROVISIONS AND GUIDELINES:

- **Continued from “Who can make a referral?”:** The following positions are not eligible to participate in the ERP:
  - Director levels and above
  - Employee Services personnel
  - Any persons with hiring authority over the referred candidates
- **Notification:** The Employee Services department will notify the referring employee of their eligibility and time frame of when they will be eligible for their referral bonus via email from [employeeservices@ileadcalifornia.org](mailto:employeeservices@ileadcalifornia.org). The Employee Services department will complete the Personnel Action Form and submit to the Payroll Department to pay the referral bonus. The payment will be reflected in the employee’s paycheck.
- **Program Changes:** We may change our referral bonus program over time to add more interesting incentives. We also reserve the right to abolish certain bonuses if they prove ineffective or inefficient. Employees who referred candidates before a bonus was abolished or changed will still receive the appropriate bonus.
- **Referred candidates** cannot be current or previously employed employees of the iLEAD network in any capacity, to include temporary, unpaid intern status or contracted employees.
- **Hiring Guidelines:**

iLEAD is an Equal Opportunity Employer and is committed to fostering diversity within its staff. iLEAD promotes equal opportunity for all employees and applicants. In doing so, we comply with local, state, and federal laws and regulations to ensure an equal employment opportunity for everyone. We don’t discriminate in employment opportunities or practices on the basis of race, ancestry, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, citizenship, military service obligation, veteran status or any other basis protected by federal, state or local laws. Our policies and personnel practices are intended to ensure that all of us are treated equally with regard to recruiting, hiring, and advancement, and our decisions on employment are made to further the principle of equal employment opportunities for employees.

iLEAD will look to select the best candidate for the position despite if the candidate has been referred. While an employee referral program is a great recruiting tool, iLEAD will only use this program as a percentage of its recruiting effort to avoid creating an unintentional disparate impact on some protected groups if employees refer candidates of the same race, religion, national origin, or any other protected class. All candidates will be evaluated for employment consistent with iLEAD policies and procedures. All information regarding the hiring decision will remain strictly confidential. Any disputes or interpretations of the program will be handled through Employee Services.

### Other Things You Should Know

Employee Referral Programs are more effective when hiring managers prioritize hiring. We asked hiring managers to review all applications and screen for the most qualified candidates. Collectively, timeliness and communication to the candidates will be crucial in the success of this program. If you have any questions regarding the program, please contact the Employee Services team at [employeeservices@ileadcalifornia.org](mailto:employeeservices@ileadcalifornia.org).

Please note: For part-time positions (less than 30 hours a week) referral amount will be 50 percent of what’s listed below.

Position Title	Tier 1 Reward: Incentive Amount (Paid After 90 days of successful employment).	Tier 2 Reward: Paid After 12 Months	Expires
General Employee Referral	\$250	\$250	Ongoing
Hard to Fill* General Employee Referral	\$500	\$500	When position vacancy posting closes.

**\*Hard to Fill Determinations:** A hard-to-fill vacancy is an open job vacancy that has been posted for over 30 days and, despite active measures there have been no applicants or the applicants have not been sufficiently qualified or suitable for the job in question.

## Instructional Materials for Learners for iLEAD Lancaster



Grade Level	Subject	Title	Type of Material/Method of Access	Vendor
General Comment (Access to materials and resources): All resources and materials will be available through the site-based learning management system (LMS) Brightspace. All learners will have real time access to all resources, materials, instructional units, workshops and support materials, which includes but is not limited to group assignments, activities, differentiated and scaffolded materials to target the needs of all learners.				
TK	Language Arts/ELD	1. Misc. 2. BrainPOP ELL	1. Facilitator led curriculum specific for projects on Brightspace Classroom Library 2. Online access	1. n/a 2. BrainPOP
TK	Math	Bridges	Comprehensive Curriculum/Online (and also hands-on manipulatives for in person)	The Math Learning Center
TK	Science	Mystery Science	Comprehensive Curriculum where specific resources are found on Brightspace	Discovery Education
TK	Social Studies	Integrated Project Based Learning Units	Project Specific the resources are found on Brightspace	n/a
Kindergarten	Language Arts/ELD	1. EL Education 2. Dream Box (Intervention) 3. BrainPOP ELL	1. Classroom library, Brightspace 2. Online access to Dream Box 3. Online access	1. EL Education 2. Dream Box 3. BrainPOP
Kindergarten	Math	Bridges	Student workbooks and Brightspace	The Math Learning Center
Kindergarten	Science	Mystery Science	Online (and also hands-on manipulatives for in person)	Discovery Education
Kindergarten	Social Studies	Integrated Project Based Learning Units	Project Specific the resources are found on Brightspace	n/a
1st	Language Arts/ELD	1. EL Education 2. Dream Box (Intervention) 3. BrainPOP ELL	1. Classroom library, Brightspace 2. Online access to Dream Box 3. Online access	1. EL Education 2. Dream Box 3. BrainPOP
1st	Math	Bridges	Student workbooks and Brightspace	The Math Learning Center
1st	Science	Mystery Science	Online (and also hands-on manipulatives for in person)	Discovery Education
1st	Social Studies	Integrated Project Based Learning Units	Project Specific the resources are found on Brightspace	n/a
2nd	Language Arts/ELD	1. EL Education 2. Dream Box (Intervention) 3. BrainPOP ELL	1. Classroom library, Brightspace 2. Online access to Dream Box 3. Online access	1. EL Education 2. Dream Box 3. BrainPOP
2nd	Math	Bridges	Student workbooks and Brightspace	The Math Learning Center
2nd	Science	Mystery Science	Online (and also hands-on manipulatives for in person)	Discovery Education

2nd	Social Studies	Integrated Project Based Learning Units	Project Specific the resources are found on Brightspace	n/a
3rd	Language Arts/ELD	1. EL Education 2. Dream Box (Intervention) 3. BrainPOP EL	1. Classroom library, Brightspace 2. Online access to Dream Box 3. Online access	1. EL Education 2. Dream Box 3. BrainPOP
3rd	Math	Bridges	Student workbooks and Brightspace	The Math Learning Center
3rd	Science	Mystery Science	Online (and also hands-on manipulatives for in person)	Discovery Education
3rd	Social Studies	Integrated Project Based Learning Units	Project Specific the resources are found on Brightspace	n/a
4th	Language Arts/ELD	1. EL Education 2. Dream Box (Intervention) 3. BrainPOP ELL	1. Classroom library, Brightspace 2. Online access to Dream Box 3. Online access	1. EL Education 2. Dream Box 3. BrainPOP
4th	Math	Bridges	Student workbooks and Brightspace	The Math Learning Center
4th	Science	Mystery Science	Online (and also hands-on manipulatives for in person)	Discovery Education
4th	Social Studies	Integrated Project Based Learning Units	Project Specific the resources are found on Brightspace	n/a
5th	Language Arts/ELD	1. EL Education 2. Dream Box (Intervention) 3. BrainPOP ELL	1. Classroom library, Brightspace 2. Online access to Dream Box 3. Online access	1. EL Education 2. Dream Box 3. BrainPOP
5th	Math	Bridges	Student workbooks and Brightspace	The Math Learning Center
5th	Science	Mosa Mack	Resources found on Brightspcae	Mosa Mack Science
5th	Social Studies	Integrated Project Based Learning Units	Project Specific the resources are found on Brightspace	n/a
6th	Language Arts/ELD	1. EL Education 2. Dream Box (Intervention) 3. BrainPOP ELL	1. Classroom library, Brightspace 2. Online access to Dream Box 3. Online access	1. EL Education 2. Dream Box 3. BrainPOP
6th	Math	1. Course Connects Course 1 2. DeltaMath 6-12	1. Student workbooks 2. Online Access	1. CPM Educational Program 2. Delta Math
6th	Science	Mosa Mack	Resources found on Brightspcae	Mosa Mack Science
6th	Social Studies	Integrated Project Based Learning Units	Project Specific the resources are found on Brightspace	n/a
7th	Language Arts/ELD	1. EL Education 2. Dream Box (Intervention) 3. BrainPOP ELL	1. Classroom library, Brightspace 2. Online access to Dream Box 3. Online access	1. EL Education 2. Dream Box 3. BrainPOP
7th	Math	1. Course Connects Course 2 2. DeltaMath 6-12	1. Student workbooks 2. Online Access	1. CPM Educational Program 2. Delta Math
7th	Science	Mosa Mack	Resources found on Brightspcae	Mosa Mack Science

7th	Social Studies	Integrated Project Based Learning Units	Project Specific the resources are found on Brightspace	n/a
8th	Language Arts/ELD	1. EL Education 2. Dream Box (Intervention) 3. BrainPOP ELL	1. Classroom library, Brightspace 2. Online access to Dream Box 3. Online access	1. EL Education 2. Dream Box 3. BrainPOP
8th	Math	1. Course Connects Course 2 2. DeltaMath 6-12	1. Student workbooks 2. Online Access	1. CPM Educational Program 2. Delta Math
8th	Science	Mosa Mack	Resources found on Brightspcae	Mosa Mack Science
8th	Social Studies	Integrated Project Based Learning Units	Project Specific the resources are found on Brightspace	n/a
Assessment	All Grades	NWEA (ELA, Math) for grades K-8, NWEA Science (5th & 8th ), MAP Fluency (Grades K-5), etc		
Chromebook	All Grades	661		
Hot Spot	All Grades	Available as needed		
iPADS	Primary Grades	173		
MacBook Airs	All Grades	74		

Make Purchase Order/Check payable to: PlayPower LT Farmington, Inc.  
 c/o Pacific Park and Play 714 846-4885 fax 714 846-3485  
 P.O. Box 734155, Dallas, TX 75373-4155 email: pacificdzn@aol.com

## QUOTATION

# PlayPower LT Farmington, Inc.



Contact PlayPower LT Farmington at 800-325-8828

Sales Person: KATE LITTLE

Pacific Park and Play

### SITE LOCATION

Quote # 2140021195

Date 8/16/2022

### BILL TO

Customer PO#

Version 1

ILEAD CHARTER SCHOOL

ILEAD CHARTER SCHOOL

254 E. AVENUE K4

254 E. AVENUE K4

LANCASTER, CA 93535

LANCASTER, CA 93535

ATTN: ROBERT HUTSON

Site Phone:

Phone: (661) 236-5265 Ext.:

Site Fax:

Fax:

attn: ROBERT HUTSON

RE:: ILEAD CHARTER SCHOOL

QTY:	ITEM #	Description	Unit Price	Extended Price
1	CCANOP-30X30X13	CUSTOM CANOPIES 30' x 30' x 13' SHADE HIP CANOPY. INCLUDES 4 SHADE POSTS, 1 ALNET SHADE FABRIC AND ENDPLATE.	\$12,934.0000	\$12,934.00
1	CCANOP-ENG.FEE	ENGINEERING DRAWINGS	\$980.0000	\$980.00
4	CCANOP-POSTPAD	POST PAD, 54" INCH.	\$194.0000	\$776.00
4	CCANOP-REBAR	REBAR FOOTING CAGE, PRICE PER FOOTINGS.	\$200.0000	\$800.00
1	LTCP5-44754194469_0	CUSTOM DESIGN KID BUILDER FOR AGES 5 - 12. INCLUDES DOUBLE WIDE SLIDE, SPIRAL SLIDE, TREEHOUSE SNAKE POLE, BALCONY DECK, SLIDING POLE, CHAIN NET CLIMBER, TRANSFER STATION AND ACTIVITY PANELS.	\$31,646.0734	\$31,646.07
1600	SPECTR-ILEAD1	1,600 SQ/FT, 1 1/2" CAP OF SPECTRAPOUR AROMATIC POUR IN PLACE SAFETY SURFACING DIRECTLY OVER THE EXISTING SURFACING. EDGES TO BE CUT BACK AND TAPERED IN TO MAINTAIN A SMOOTH TRIP-FREE TRANSITION AT ACCESS POINTS. 50% BLACK /50% COLOR. NO GRAPHICS.	\$14.2700	\$22,832.00

1500	SPECTR-ILEAD3	SPECTRATURF POUR IN PLACE AROMATIC RUBBER SURFACING. 1,500 SQ/FT, 3 1/2" THICK, 50% BLACK / 50% STANDARD COLOR. NO GRAPHICS INCLUDED. INCLUDES MATERIAL, FREIGHT, INSTALLATION AND SALES TAX.	\$19.1000	\$28,650.00
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ENTER SHIP TO ADDRESS IF DIFFERENT FROM SITE ADDRESS.

Credit Report Required: Yes

Installer: Installation Quote:

PSI , SPECTRATURF & CUSTO

Special Instructions: Terms: 50% DEPOSIT

ORDER INFORMATION IS ABOVE ON THE FIRST PAGE OF THE QUOTATION.

\*\*\*CURRENT LEAD TIMES ARE LONGER THAN USUAL SO IT IS IMPORTANT TO ORDER EQUIPMENT AS SOON AS POSSIBLE.\*\*\*

\*\*\*DISCOUNT IS QUOTED PER SOURCEWELL CONTRACT #010521-LTS. TO RECEIVE DISCOUNT, PLEASE GO TO WWW.SOURCEWELL-MN.GOV AND FILL OUT 1 PAGE APPLICATION TO GET MEMBER #. WE WILL NEED MEMBER # WHEN PLACING THE ORDER.\*\*\*

\*\*\*QUOTE DOES NOT INCLUDE ANY PERMITS, IF REQUIRED BY YOUR ORGANIZATION, LANDSCAPE ARCHITECT DRAWINGS OR ANY FEES ASSOCIATED WITH THE PERMITS AND DRAWINGS.\*\*\*

COLORS: TO BE DETERMINED.

PLEASE BE ADVISED THAT IF ANY PARTS NEED TO BE RETURNED, YOU WILL NEED TO PAY FREIGHT BOTH WAYS AND THE 15% RESTOCKING FEE.

INSTALLATION IS INCLUDED IN TOTAL. ALL LABOR IS QUOTED AT PREVAILING WAGE RATES. INSTALLATION INCLUDES:

REMOVE AND DISPOSE OF 152 CU/FT OF PLANTER IS \$3,071.00.

PROVIDE 200 SQ/FT OF CONCRETE SUBBASE IS \$1,768.00.

INSTALLATION OF PLAY EQUIPMENT IS \$18,180.00.

INSTALLATION OF SHADE CANOPY IS \$11,918.00.

PROVIDE 1,158 SQ/FT OF CONCRETE SUBBASE IS \$7,603.00.

PROVIDE 1 3/4" ROCK SUMP 6' x 6' x 6' IS \$2,525.00.

EQUIPMENT IS SURFACE MOUNT, EXCEPT FOR SHADE POSTS WHICH ARE INGROUND MOUNT.

ADDITIONAL COSTS FOR DSA TO BE DETERMINED.

FREIGHT FOR STRUCTURE AND CANOPY ARE INCLUDED IN FREIGHT COST.

CLIENT IS RESPONSIBLE FOR RECEIVING / OFFLOADING EQUIPMENT. CLIENT IS RESPONSIBLE FOR CHECKING FOR AND NOTING SHIPPING DAMAGE, IF ANY, WHEN RECEIVING EQUIPMENT AT DELIVERY TIME.

CUSTOMER IS RESPONSIBLE FOR ANY ROAD REPAIR NEEDED IF DAMAGE OCCURS FROM NORMAL USE OF DELIVERY TRUCKS, CONCRETE TRUCKS, INSTALLATION TRUCKS, WORKER TRUCKS AND VEHICLES REQUIRING ACCESS TO THE SITE FOR DELIVERY OF EQUIPMENT, INSTALLATION, SITE WORK OR ANY OTHER PURPOSE IN REGARD TO THE QUOTING, PROVISION AND INSTALLATION OF PLAYGROUND AND PARK SERVICE EQUIPMENT.

REGARDING RUBBER SURFACING:

PRICE DOES NOT INCLUDE OVERNIGHT SECURITY DURING THE CURING PERIOD. SECURITY IS TO BE PROVIDED BY OTHERS.

PLEASE BE ADVISED THAT OVERNIGHT SECURITY IS RECOMMENDED ON MOST PROJECTS.

IN THE EVENT THAT A CHANGE IN COLOR, COLOR PERCENTAGE, THICKNESS OR SQUARE FOOTAGE IS REQUESTED, A REVISED PROPOSAL AND PURCHASE ORDER WILL BE REQUIRED BEFORE INSTALLATION CAN BEGIN.

STANDARD INSURANCE DOES NOT INCLUDE PRIMARY WORDING OR SUBROGATION.

ORDER INFORMATION IS ABOVE.

PLEASE NOTE THE CITY OF LANCASTER REQUIRES A PERMIT TO BE PULLED FOR SHADE CANOPIES (EXCEPT IF THEY ARE AN INTEGRATED PART OF THE PLAY STRUCTURE).

IT IS THE CUSTOMER'S RESPONSIBILITY TO GO TO THE CITY TO APPLY AND PAY FOR THE PERMIT. CUSTOM CANOPIES WILL PROVIDE THE ENGINEERED DRAWINGS OF THE SHADE CANOPIES TO BE SUBMITTED TO THE CITY WHEN APPLYING FOR THE PERMIT. THESE ARE ENGINEERING DRAWINGS OF THE SHADE ITSELF AND ARE NOT PLANS SHOWING SITE PLACEMENT OR ADA PATHWAYS.

\*\*\*YOU MAY BE REQUIRED BY THE CITY TO SHOW THEM YOUR LANDSCAPE ARCHITECTURAL DRAWINGS AND PLACEMENT OF WHERE THE SHADES WILL BE PLACED.

Our quotes are valid for 15 days, which is the increase lead time provided to us by the steel manufacturing companies.

Since steel costs are prohibitive, we will require a 50% deposit on all jobs.

**SubTotal** \$98,618.07

**Install** \$45,065.00

**PBO Amount**

**PBO Freight**

**Freight** \$4,872.00

**TAX RATE** 10.25%

**TAX** \$4,730.99

**TOTAL** \$153,286.06



Shade sale orders will be invoiced as follow: 50% deposit, 30% upon shipment of steel and 20% upon shipment of fabric.

Installation items: We will be instituting progress payments on installations which will be as follows:

25% after holes have been dug

25% once the posts have been concreted

50% once the roof frame and fabric has been installed and the job is complete

\*\*\*A 2% interest fee will be charged on past due accounts.\*\*\*

\*\*\*CUSTOM CANOPIES WILL PULL THE PERMIT YOU HAVE GOTTEN WITH THE CITY WHEN THEY BEGIN INSTALLATION.

THIS QUOTE EXCLUDES SITE PLAN APPROVAL, PERMITS, PERMIT FEES, PLANS, SURVEYING SERVICES, REPAIR OF DAMAGE TO EXISTING SURFACE THAT MAY OCCUR WHEN EQUIPMENT IS USED IN THE NORMAL COURSE OF CONSTRUCTION.

CANOPY PRICE INCLUDES DIRT REMOVAL, FREIGHT, REBAR FOOTING CAGES AND CA FIRE MARSHAL SHADE FABRIC. PRICE IS SUBJECT TO GOOD MACHINE ACCESS.

\*\*\*\*EXCLUSIONS:

DETAILED ARCHITECT DRAWINGS WITH LICENSED ARCHITECT NOTES AND STAMP (APPROX. \$3,000.00)

APART FROM CALLING DIG ALERT; LOCATING ANY UTILITIES, DRAINS, SEWER LINES, IRRIGATION, SITE UTILITIES OR ANYTHING ELSE INSTALLED UNDERGROUND

ADA ACCESS OF ANY KIND, UNLESS NOTED

PAINTING OR STRIPPING

DAMAGE REPAIR TO SURFACE DURING CURING

SPREAD FOOTINGS

INSTALLATION OF DRAINAGE SYSTEMS

THIRD PARTY TESTING REPORTS

ON SITE SECURITY

SAFETY FENCING

DAMAGED LANDSCAPE FROM MACHINERY IN ORDER TO WORK ON SITE

CONCRETE CUTTING

REMOVAL AND DISPOSAL OF CONCRETE / LARGE BOULDERS

ADDITIONAL SITEWORK INCLUDING BUT NOT LIMITED TO: LANDSCAPE SERVICES, SURFACE REPAIR, EXISTING STRUCTURE WORK OR DEMOLITION AS WELL AS DEMO / REMOVAL OF EXISTING FOOTINGS OR CONCRETE SURFACING.

ALL UNDERGROUND IRRIGATION AND PIPE THAT DOES NOT FALL UNDER DIG ALERT MUST BE MARKED PRIOR TO DIGGING. ANY IRRIGATION OR PIPE HIT THAT IS NOT PROPERLY MARKED WILL BE THE OWNERS RESPONSIBILITY AND SUBJECT TO CHANGE ORDER FOR ANY REPAIRS.

THANK YOU!

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Rep. To Submit this offer, please sign below forward a complete signed copy of this Quote directly to "PPLT Sales Administrator" via fax (714) 846-3485 or email pacificdzn@aol.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer with copy to Sales Representative via fax or email. THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit all charges are due and payable in full at P.O. Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, shall promptly pay discharge all otherwise applicable taxes, license fees, levies other impositions on the Equipment at its own expense. Equipment quote valid for 15 days, freight/labor prices subject to change. Install/labor quoted is Not at prevailing wages rates unless specifically noted.....

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By (Signature) \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date \_\_\_\_\_

The foregoing quote and offer are hereby approved and accepted by PPLT.

By: \_\_\_\_\_ Date \_\_\_\_\_

Quote # 2140021195

#### ADDITIONAL TERMS AND CONDITIONS OF SALE

1. Use and Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due...

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders, invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns..

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document..

General Notes:

Age Group

☐ 2-5yrs ☒ 5-12 yrs ☒ 2-12yrs ☐ 13+ yrs

- 1.The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
- 2.For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
- 3.Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
- 4.All deck heights are measured from top of ground cover.
- 5.Fall absorbing ground cover is required under and around all play equipment.
- 6.The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
- 7.All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
- 8.Not all equipment may be appropriate for all children. Supervision is required.

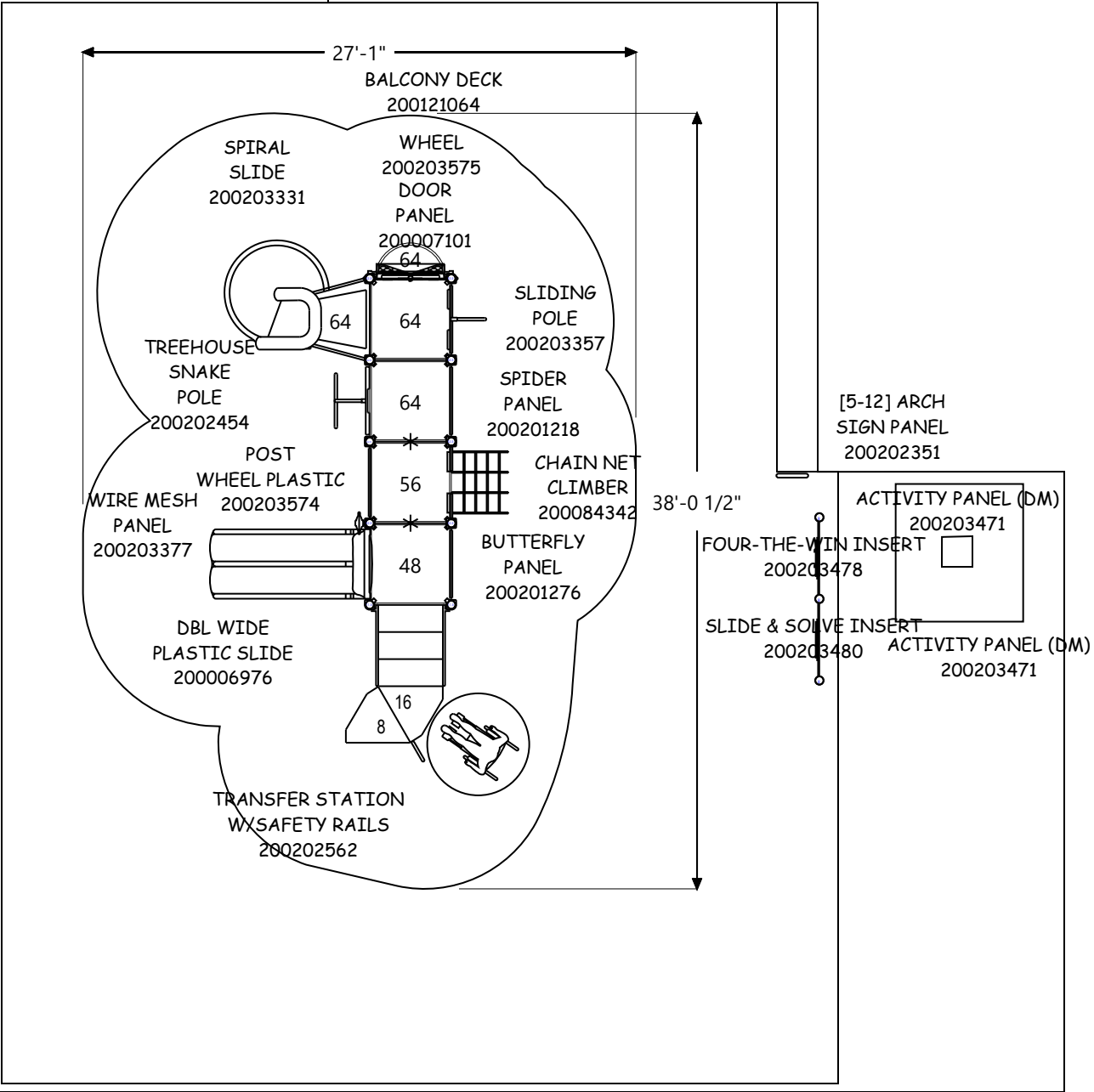
Child Capacity:31

AGE GROUP: 2-12  
ELEVATED PLAY ACTIVITIES - TOTAL: 0  
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D 0  
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0  
GROUND LEVEL ACTIVITY TYPE: 0 REQ'D 0  
GROUND LEVEL QUANTITY: 0 REQ'D 0

AGE GROUP: 5-12  
ELEVATED PLAY ACTIVITIES - TOTAL: 5  
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 5 REQ'D 3  
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0  
GROUND LEVEL ACTIVITY TYPE: 3 REQ'D 2  
GROUND LEVEL QUANTITY: 4 REQ'D 2



ILead Lancaster Charter School  
Lancaster, CA



Project:  
ILead Lancaster Charter School  
Lancaster, CA  
LTCPS rep:  
Tracy Grabow  
PACIFIC PARK & PLAYGROUND, INC  
(714) 846-4885

Ground Space: 30'-6" x 27'-6"  
Protective Area: 27'-6" x 38'-6"

Drawn by: Kate Little  
Date: 8/17/2022  
DWG Name: R0341\_44790417876

LTCPS - Farmington  
878 East Highway 60  
Monett, Missouri 65708  
Voice: 1-800-325-8828  
Fax: 417-354-2273

Playground Layout  
Compliance:

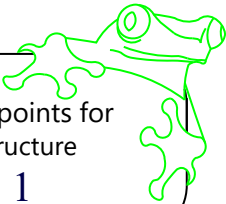
- ☒ ASTM F1487 - Playground Equipment for Public Use.  
☒ CPSC Handbook for Public Playground Safety

- ☒ This playground design meets the final Access Board Regulations.



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure  
1



General Notes:

Age Group

☐ 2-5yrs ☒ 5-12 yrs ☒ 2-12yrs ☐ 13+ yrs

1.The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.

2.For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.

3.Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.

4.All deck heights are measured from top of ground cover.

5.Fall absorbing ground cover is required under and around all play equipment.

6.The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).

7.All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.

8.Not all equipment may be appropriate for all children. Supervision is required.

AGE GROUP:	2-12		
ELEVATED PLAY ACTIVITIES - TOTAL:	0		
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	0	REQ'D	0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D	0
GROUND LEVEL ACTIVITY TYPE:	0	REQ'D	0
GROUND LEVEL QUANTITY:	0	REQ'D	0

AGE GROUP:	5-12		
ELEVATED PLAY ACTIVITIES - TOTAL:	5		
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	5	REQ'D	3
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D	0
GROUND LEVEL ACTIVITY TYPE:	3	REQ'D	2
GROUND LEVEL QUANTITY:	4	REQ'D	2

Scale: 1/8" = 1'-0"

# Playground Layout Compliance:

☒ ASTM F1487 - Playground Equipment for Public Use.

☒ CPSC Handbook for Public Playground Safety

☒ This playground design meets the final Access Board Regulations.

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure

1

## ILead Lancaster Charter School Lancaster, CA

Project:

ILead Lancaster Charter School  
Lancaster, CA  
LTCPS rep:  
Tracy Grabow  
PACIFIC PARK & PLAYGROUND, INC  
(714) 846-4885

Ground Space: 30'-6" x 27'-6"

Protective Area: 27'-6" x 38'-6"

Drawn by: Kate Little

Date: 3/22/2022

DWG Name: R0341\_44790417876

LTCPS - Farmington

878 East Highway 60

Monett, Missouri 65708

Voice: 1-800-325-8828

Fax: 417-354-2273

iLEAD Schools, iLEAD Lancaster  
254 E Ave K4  
Lancaster CA 93535  
United States

## Quotation # S06030

**Quotation Date:** 07/26/2022  
**Salesperson:** Jeremy Hansen

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[PC] LEN-21A4003KUS ThinkBook 15 G3 - Ryzen 7/16GB/512GB	15.000	848.00	9.5%	\$ 12,720.00
[Software] SKP-PRO-YR-CNL Trimble SketchUp Pro Subscription Annual	15.000	299.00	9.5%	\$ 4,485.00
[Software] COR-LCCDGSSUBA11 CorelDRAW Graphics Suite Education 365-Day Subscription (Windows)(Single User)	15.000	62.00	9.5%	\$ 930.00
CALIF-EWASTE State of CA E-Waste FEE	15.000	4.00		\$ 60.00

<b>Subtotal</b>	\$ 18,195.00
<b>Taxes</b>	\$ 1,722.83
<b>Total</b>	\$ 19,917.83

Payment terms: 30 Days



## DreamBox Software and Services Agreement

### iLEAD LANCASTER CHARTER SCHOOL

777 108<sup>th</sup> Ave. NE, Suite 2300  
 Bellevue, WA 98004-5149  
 Phone: 877.451.7845  
 Fax: 425.484.6476  
 schools@dreambox.com  
 www.dreambox.com

**Order Form #:** DB0822102933  
**Order Form Valid Until:** Oct. 9, 2022

Order Form		
<b>Customer:</b> iLEAD LANCASTER CHARTER SCHOOL, CA	<b>Service Start Date:</b> 09-05-2022 <b>Service End Date:</b> 09-04-2023	<b>Subscription Period:</b> 12 Months
<b>Customer's Point of Contact:</b> Name: Nykole Kent Title: Principal Phone: (661) 722-4287 E-Mail: nykole.kent@ileadlanaster.org	<b>Customer's Billing Address:</b> Attn: Nykole Kent 254 E AVENUE K4 LANCASTER, CA 93535	<b>Agreement Prepared By:</b> Bridget Harfst Title: Strategic Volume Account Executive Phone: (808) 450-7134 E-Mail: bridget.harfst@dreambox.com
Pricing		
Software and Services	Quantity	Price
Dreambox Learning - Advanced Licenses -	450	\$8,775.00
Reading Plus Licenses -	480	\$9,360.00
Squiggle Park Licenses -	250	\$3,500.00
Professional Development Services -	2	\$1,150.00
Subtotal:		\$22,785.00
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Sales Tax:	\$0.00
<b>Total:</b>		\$22,785.00

Invoicing and Payment Terms			
Subscription Period/ Total Fees/Additional Terms	Fee Schedule	Invoice Schedule	Payment Schedule
<i>Term Length (months):</i> <b>12</b> <i>Total Fees:</i> <b>\$22,785.00</b>	\$22,785.00	9/5/2022	9/5/2022

**Payment Options**


- To pay by purchase order, please email your purchase order to [schools@dreambox.com](mailto:schools@dreambox.com) or fax your purchase order to 425-484-6476.
- To pay by credit card for **Order Forms totaling less than \$8,000.00**, please [Click Here](#). Please consult the Dreambox [Billing FAQ page](#) if you have questions regarding payment.
- As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at [Accountsreceivable@dreambox.com](mailto:Accountsreceivable@dreambox.com) should your banking institution require additional information from us for processing payments. Please remit via ACH to:

DreamBox Learning, Inc.  
 Bridge Bank  
 Routing #: 121143260  
 Account #: 102517190


Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at [accountsreceivable@dreambox.com](mailto:accountsreceivable@dreambox.com).

**By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement**

**DREAMBOX LEARNING, INC**

Signature:   
 Name: Lance Ludman  
 Title: Chief Financial Officer

**CUSTOMER: iLEAD LANCASTER CHARTER SCHOOL**

Signature:   
 Name: Nykole Kent  
 Title: School Director  
 Date: 8/31/2022

## TERMS AND CONDITIONS

DreamBox Learning, Inc. (“**DreamBox Learning**”) offers software products and services that provide personalized math and reading instruction in an engaging environment for students (“**DreamBox Math**” and “**Reading Plus**” respectively). DreamBox Math provides a three-pronged approach to math, focusing on teaching concepts, problem-solving, and procedures, that is underpinned with an intelligent, adaptive engine that sequences and personalizes instruction to meet the needs of each student. Reading Plus provides a three-pronged approach to reading, focusing on teaching silent reading fluency through engaging texts, comprehension questions, and writing prompts, that is underpinned by our patented guided reading window that adjusts to meet the needs of each student. DreamBox Learning’s software products and services are offered to you on a software-as-a-service basis pursuant to the terms and conditions set forth in this Software-as-a-Service Agreement (the “**Agreement**”). This Agreement is made and entered into by and between DreamBox Learning and you, the customer identified on the attached order form (“**you**” or “**Customer**”). This Agreement sets forth the terms and conditions pursuant to which DreamBox Learning agrees to provide to you access to and use of the software products and services described in this Agreement (collectively, the “**Software and Services**”). This Agreement comprises the attached order form (the “**Order Form**”) and these terms and conditions (the “**Terms and Conditions**”), each of which are an integral part of this Agreement and incorporated herein by this reference. If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by having a duly authorized signatory sign the Order Form. The Agreement will only be effective when executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions (whether in singular, plural, or possessive) have the meaning ascribed to such terms in these Terms and Conditions or the Order Form.

### 1. CUSTOMER ACCOUNT

**1.1 Access.** These Terms and Conditions govern your access to the Software and Services. The Software and Services comprise the software to which you are granted access by DreamBox Learning (the “**Software**”) and the services provided by DreamBox Learning to you in connection therewith (the “**Services**”). Beginning on the Service Start Date, DreamBox Learning will provide you with the account activation information necessary for you to access the Software and Services via an online account (the “**Customer Account**”). Notwithstanding anything to the contrary herein, you will be responsible for obtaining and maintaining at your expense all the necessary hardware, software, connections to the Internet, and other systems and networks required in order to access the Customer Account and the Software and Services provided in connection therewith. You are solely responsible for the confidentiality and use of the usernames, passwords, and account identifiers associated with the Customer Account. In no event will DreamBox Learning be liable for any loss of your data or other claims to the extent the same arose from unauthorized access to the Customer Account.

**1.2 Updates; Enhancements.** At no charge to you, DreamBox Learning will install on its servers any software updates deemed reasonably necessary to address errors, bugs, or other performance issues in the Customer Account or the Software and Services (collectively, “**Updates**”). Updates, if any, will be subject to this Agreement. DreamBox Learning reserves the right at any time and without prior notice to Customer to temporarily limit Customer’s access to the Customer Account and use of the Software and Services in order to perform repairs, make modifications, or as a result of circumstances beyond DreamBox Learning’s reasonable control. DreamBox Learning may, in its sole discretion, modify, enhance, or otherwise change the Software and Services upon written notice to you. DreamBox Learning shall not be obligated to provide to you any new feature, functionality, or service for which DreamBox Learning generally charges a separate fee.

**1.3 License.** Subject to the terms and conditions of this Agreement, DreamBox Learning hereby grants to you a limited, non-exclusive, non-sublicensable, non-transferable license during the Subscription Period to access the Customer Account and permit designated administrators, faculty members, staff members, and enrolled students to use the Software and Services, as made available to you via the Customer Account, commencing on the Service Start Date, solely for your own educational purposes.

**1.4 Protections Against Unauthorized Use.** You will take all appropriate steps and precautions to protect the Software and Services from unauthorized use by your officers, directors, trustees, administrators, faculty, staff, employees, agents, and students, and any third parties who obtain access to the Software and Services directly or indirectly through you, including any former officers, directors, trustees, administrators, faculty, staff, employees, agents, or students. You understand that nothing in the license granted to you in Section 1.3 above permits you to disclose know-how, trade secrets, or other non-public information disclosed to you by DreamBox Learning to any third party without obtaining DreamBox Learning’s advance written consent except as otherwise required by applicable state or federal law. In the event of any actual or suspected unauthorized use by anyone who obtained access to the Software and Services directly or indirectly through you, you will take all steps reasonably necessary to terminate such unauthorized use. Further, you will provide to DreamBox Learning such cooperation and assistance related to any such unauthorized use as DreamBox Learning may reasonably request.

**1.5 End Users’ Compliance with Website Terms of Use.** You understand that your users of the Software and Services (i.e., your designated administrators, faculty members, staff members, and students) will be bound by the terms and conditions set forth in DreamBox Learning’s Website Terms of Use (available at <http://www.dreambox.com/terms> or a successor site) to which such individuals will consent in connection with their access to and use of the Software and Services.

**1.6 Reservation of Rights.** The Software and Services are licensed to you, not sold. You acknowledge that the Software and Services and any and all intellectual property rights therein, including any know-how, trade secrets, and other non-public information related to the Software and Services, are, and shall remain, the sole and exclusive property of DreamBox Learning and contain DreamBox Learning’s confidential and proprietary materials. All uses of DreamBox Learning’s trademarks and related goodwill incidental to your access to the Customer Account or use of the Software and Services will inure solely to DreamBox Learning and you will obtain no rights with respect to any of DreamBox Learning’s trademarks. You acknowledge and agree that, if you or your officers, directors, trustees, administrators, faculty, staff, employees, agents, or students provide any feedback or suggestions to DreamBox Learning concerning the Software and Services (including identifying any errors or improvements) (“**Feedback**”), DreamBox Learning is hereby assigned all right, title, and interest in and to the Feedback, including any and all intellectual property rights therein, and DreamBox Learning is free to use the Feedback without any payment or restriction.



## 2. PAYMENT

Unless otherwise stated in the Order Form: (i) Purchase Orders referencing the Order Form are due within thirty (30) days of the Effective Date of this Agreement, and (ii) Payment is due within thirty (30) days of receipt of Invoice but no later than fifteen (15) days from Service Start Date.

## 3. SERVICES

**3.1 Delivery.** Professional Development may be delivered on-site or by electronic means (webinar), as outlined in the applicable Order Form. All Professional Development will be utilized during the term of the Order Form. Professional Development not utilized during the term of the Order Form will be forfeited.

### 3.2 Cancellation.

(a) On-site Professional Development canceled within 15 business days of the scheduled on-site visit will result in forfeiture. DreamBox Learning shall have no obligation to reschedule on-site. Notwithstanding the foregoing, if on-site visit is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(b) Webinars canceled within 3 business days of the scheduled webinar will result in forfeiture. DreamBox Learning shall have no obligation to reschedule the webinar. Notwithstanding the foregoing, if webinar is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(c) Should DreamBox be unable to deliver on-site Professional Development during the term of the Order Form due to prolonged school closures, inability for DreamBox employees to travel safely, or other instance which may cause it to be unsafe for DreamBox employees to interact in person with Customer employees then DreamBox will deliver the same Professional Development content virtually on the committed dates.

## 4. TERM AND TERMINATION

**4.1 Term.** This Agreement will become effective as of the Effective Date, and it will continue in effect until it is terminated in accordance with Sections 4.2, 4.3, and/or 4.4 below (the “**Term**”). For the avoidance of doubt, the Term comprises the period between the Effective Date and the Service Start Date, the Subscription Period, and any additional Renewal Period.

**4.2 Subscription Period.** The “**Subscription Period**” will be for the duration set forth in the Order Form. Following the end of the Subscription Period, the Order Form will automatically expire. Parties may mutually agree in writing, in a new Order Form, to renew this Agreement for one or more additional periods “**Renewal Period**”.

**4.3 Termination without Cause.** Neither party may terminate this Agreement without cause. For termination for cause, see Section 4.4 below. Notwithstanding the foregoing, you may terminate this Agreement at the end of the Subscription Period or the then-current Renewal Period. In the event that after the first 12 months of your Subscription Period or during a Renewal Period the amount necessary to pay the Fee, or Fees, are not included in your budget appropriation for the applicable period you may terminate your current Order Form, provided that (a) you use your best efforts to seek and obtain the necessary amount to meet your payment obligations hereunder in each applicable budget appropriation; (b) you notify us of your intent to terminate the agreement within 60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) you do not, and you hereby agree that you will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.

**4.4 Termination or Suspension for Cause.** Either party may terminate this Agreement and the rights granted hereunder by written notice to the other party in the event of any material breach by the other party of any term or condition set forth herein, if such breach remains uncured 10 days after receipt by the defaulting party of a written notice of default from the non-defaulting party. In addition to other remedies available to DreamBox Learning, it may, in its sole discretion, suspend your access to the Customer Account and use of the Software and Services if payment of any Fee is due and payable and remains outstanding for more than 45 days.

**4.5 Survival.** Upon termination or expiration of this Agreement, all rights and duties of the parties toward each other pursuant to the Agreement cease except that: (a) within 30 days after the effective date of termination, you will pay all amounts owing to DreamBox Learning, including any Fees accrued prior to the effective date of termination; and (b) Sections 1.4, 1.5, 1.6, 4.5, and 7 survive termination or expiration of this Agreement.

## 5. PRIVACY

DreamBox Learning understands and agrees that you have obligations under the Family Educational Rights and Privacy Act and regulations and guidelines issued thereunder, as the same may be amended from time to time (“**FERPA**”), and other privacy laws to protect the confidentiality of personally identifiable information, as that term is defined in FERPA (“**PII**”), and to obligate those to whom you disclose PII to perform certain functions on your behalf in order to meet requirements and safeguards with respect to the use of such PII. During the term of this Agreement, DreamBox Learning is designated as your authorized representative (as that term is defined in FERPA) to receive, obtain, or create PII residing in one or more of DreamBox Learning’s computer information systems used to host the Software and perform the Services. Without limiting any other obligations of this Agreement, DreamBox Learning will (a) not use PII for any purpose other than as expressly allowed under this Section 5; (b) not further disclose PII to any person, other than (i) to your applicable public school district and its employees or (ii) as specifically required or authorized by federal law; and (c) implement policies and procedures consistent with FERPA and in accordance with generally accepted practices, privacy laws, and regulations to safeguard PII from unauthorized use and further disclosure. Notwithstanding the foregoing, you acknowledge and agree that you are responsible for notifying DreamBox Learning concerning any changes to your public school district or its administrators, faculty members, staff members, students, parents, or guardians that may affect DreamBox Learning’s privacy policies. DreamBox Learning has no obligations to change its practices unless and until it has received notification from you of any such change, or changes, including, without limitation,

any change in desired access by an administrator, faculty member, staff member, student, parent, or guardian. DreamBox Learning's full Privacy Policy is available at <http://www.dreambox.com/privacy-policy>.

## 6. NOTICE

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class mail, (c) sent by overnight air courier, or (d) sent by email to [legal@dreambox.com](mailto:legal@dreambox.com), in each case properly posted and fully prepaid to the address or email address set forth on the Order Form. Either party may change its address for notices by notice to the other party given in accordance with this Section 6. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

## 7. WARRANTY

DREAMBOX LEARNING DOES NOT WARRANT THE SOFTWARE OR SERVICES, EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DREAMBOX LEARNING TO ANY THIRD PARTY. NEITHER PARTY SHALL HAVE ANY CONTRACTUAL INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY.

## 8. MISCELLANEOUS

The Terms and Conditions and the Order Form contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject. No terms, provisions, or conditions of any sales order, purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties. Applicable activation codes for the subscription purchased by you will be issued following receipt of your authorized signature on the Order Form. Receipt of a signed Order Form from you represents a binding agreement to purchase access to and use of the Software and Services. All Fees and payments are non-refundable, unless you terminate this Agreement for cause pursuant to Section 4.4 above, in which case you will receive a prorated refund of any Fees paid in advance of receipt of the Software and Services. You will remit all payments in US Dollars. Fees are exclusive of any applicable taxes or surcharges. Taxes and surcharges, if applicable, are subject to change at the time of invoicing. DreamBox Learning will not charge you taxes or surcharges if you provide us with a valid tax exemption certificate. The parties shall attempt to settle any dispute, controversy, or claim arising out of or in connection with this Agreement through consultation and negotiation in good faith and a spirit of cooperation. This Agreement and all disputes, claims, or controversies arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination shall be governed by and construed in accordance with the substantive local laws of the Customer's home state as provided in the Order Form, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the Customer's home county and state, in connection with any action arising out of or in connection with this Agreement and agrees that service of process to the party's address set forth on the Order Form (as may be updated from time-to-time by written notice to the other party in accordance with this Section 8) will constitute effective service within the Customer's home state. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. In no event will the aggregate liability of DreamBox Learning and its licensors, service providers, and suppliers arising out of or related to this Agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, exceed the total amounts paid to DreamBox Learning under this Agreement in the one year period preceding the event giving rise to the claim. The foregoing limitations apply even if any remedy fails of its essential purpose. It is the express intention of the parties that DreamBox Learning perform the Services as an independent contractor. Nothing in this Agreement will in any way be construed to constitute DreamBox Learning as your agent, employee, or representative. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile or other electronic means and such execution and delivery will have the same force and effect of an original document with original signatures. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

## K-5 REQUIRED TRADE BOOK PROCUREMENT LIST

Grade	Module	Title	Author (Last Name, First Name)	Publisher	Quantity	ISBN13	Text Type	Lexile	Pub Date
K	1	<i>Llama Llama Time to Share</i>	Dewdney, Anna	<i>Penguin Young Readers</i>	6 per class	9780670012336	Literary	AD250	2012
K	1	<i>Toys Galore</i>	Stein, Peter	<i>Candlewick</i>	1 per class	9780763662547	Literary		2013
K	1	<i>Have Fun, Molly Lou Melon</i>	Lovell, Patty	<i>Penguin Young Readers</i>	6 per class	9780399254062	Literary	AD820	2012
K	1	<i>Playing with Friends</i>	Rissman, Rebecca	<i>Heinemann</i>	1 per class	9781432990275	Informational	AD530L	2012
K	2	<i>One Hot Summer Day</i>	Crews, Nina	<i>HarperCollins</i>	1 per class	9780688133931	Literary		1995
K	2	<i>On the Same Day in March</i>	Singer, Marilyn	<i>HarperCollins</i>	1 per class	9780064435284	Informational	AD540	2000
K	2	<i>Weather (National Geographic Readers Series)</i>	Rattini, Kristin	<i>National Geographic</i>	1 per class	9781426313486	Informational	330	2013
K	2	<i>Weather Words and What They Mean</i>	Gibbons, Gail	<i>Holiday House</i>	6 per class	9780823409525	Informational	450	1992
K	2	<i>Come On, Rain!</i>	Hesse, Karen	<i>Scholastic</i>	6 per class	9780590331258	Literary	AD780	1999
K	2	<i>Umbrella</i>	Yashima, Taro	<i>Penguin Young Readers</i>	1 per class	9780140502404	Literary	AD480	1958
K	2	<i>Brave Irene</i>	Steig, William	<i>Square Fish</i>	1 per class	9780312564223	Literary	AD630	1986
K	2	<i>The Snowy Day</i>	Keats, Ezra Jack	<i>Penguin Young Readers</i>	6 per class	9780140501827	Literary	AD500	1976
K	3	<i>What's Alive?</i>	Zoehfeld, Kathleen Weidner	<i>HarperCollins</i>	6 per class	9780064451321	Informational	AD430	1995
K	3	<i>The Tree in the Ancient Forest</i>	Reed-Jones, Carol	<i>Dawn Publications</i>	1 per class	9781883220310	Literary	620	1995
K	3	<i>Be a Friend to Trees</i>	Lauber, Patricia	<i>HarperCollins</i>	1 per pair	9780064451208	Informational	500	1994
K	3	<i>Are Trees Alive?</i>	Miller, Debbie	<i>Walker</i>	1 per class	9780802788016	Literary	640	2003
K	4	<i>A Tree for Emmy</i>	Rodman, Mary Ann	<i>Peachtree Publishers</i>	6 per class	9781561454754	Literary	AD360	2009
K	4	<i>A Tree is Nice</i>	Udry, Janice May	<i>HarperCollins</i>	6 per class	9780064431477	Informational	420	1956
K	4	<i>Gus is a Tree</i>	Babin, Claire	<i>Enchanted Lion Books</i>	1 per class	9781592700783	Literary	N/A	2009
K	4	<i>Mama Miti: Wangari Maathai and the Trees of Kenya</i>	Napoli, Donna Jo	<i>Simon &amp; Schuster</i>	1 per class	9781416935056	Informational	AD710	2010

Grade	Module	Title	Author (Last Name, First Name)	Publisher	Quantity	ISBN13	Text Type	Lexile	Pub Date
K	4	<i>Oliver's Tree</i>	Chase, Kit	<i>Penguin Young Readers</i>	6 per class	9780399257001	Literary	N/A	2014
K	4	<i>We Planted a Tree</i>	Muldrow, Diane	<i>Random House Children's</i>	1 per class	9780553539035	Informational	AD620	2010
1	1	<i>Tools</i>	Morris, Ann	<i>HarperCollins</i>	6 per class	9780688161651	Informational	BR	1998
1	1	<i>The Most Magnificent Thing</i>	Spires, Ashley	<i>Kids Can Press</i>	6 per class	9781554537044	Literary	AD380	2014
1	1	<i>The Little Red Pen</i>	Stevens, Janet and Crummel, Susan Stevens	<i>Houghton Mifflin Harcourt</i>	6 per class	9780152064327	Literary	AD300	2011
1	1	<i>A Chef's Tools</i>	Strauss, Holden	<i>Rosen Publishing</i>	1 per class	9781499408348	Informational	NC950	2015
1	1	<i>My Math Toolbox*</i>	Allen, Nancy Kelly	<i>Rourke Educational Media</i>	1 per class	9781617419607	Informational		2011
1	1	<i>I Use Science Tools</i>	Hicks, Kelli L.	<i>Teacher Created Resources</i>	1 per class	9781617419317	Informational	490	2011
1	2	<i>Summer Sun Risin'</i>	Nikola-Lisa, W.	<i>Lee &amp; Low</i>	6 per class	9781584302520	Literary	NP	2002
1	2	<i>Why the Sun and the Moon Live in the Sky</i>	Dayrell, Elphinstone	<i>Houghton Mifflin Harcourt</i>	1 per class	9780395539637	Literary	570	1968
1	2	<i>Sun and Moon</i>	Yankey, Lindsey	<i>Simply Read Books</i>	1 per class	9781927018606	Literary		2015
1	2	<i>Papa, Please Get the Moon for Me</i>	Carle, Eric	<i>Simon and Schuster</i>	1 per class	9780887080265	Literary	AD310	1991
1	2	<i>Kitten's First Full Moon</i>	Henkes, Kevin	<i>HarperCollins</i>	2 per class	9780060588281	Literary	360	2004
1	2	<i>What Makes Day and Night</i>	Branley, Franklyn M.	<i>HarperCollins</i>	6 per class	9780062381972	Informational	230	1986
1	2	<i>Does the Sun Sleep?: Noticing Sun, Moon, and Star Patterns</i>	Rustad, Martha E.H.	<i>Lerner Publishing</i>	1 per class	9781467786119	Informational	370	2015
1	2	<i>What the Sun Sees, What the Moon Sees</i>	Tafari, Nancy	<i>Greenwillow Books</i>	6 per class	9780688144937	Literary	260	1997
1	3	<i>Just Ducks</i>	Davis, Nicola	<i>Candlewick</i>	1 per class	9780763670511	Literary	AD940	2014
1	3	<i>Birds</i>	Henkes, Kevin	<i>HarperCollins</i>	1 per class	9780061363047	Literary	AD410	2009
1	3	<i>Birds (Scholastic Discover More)</i>	Arlon, Penelope	<i>Scholastic</i>	1 per pair	9780545667739	Informational	620	2014

Grade	Module	Title	Author (Last Name, First Name)	Publisher	Quantity	ISBN13	Text Type	Lexile	Pub Date
1	3	<i>Flight School</i>	Judge, Lita	<i>Atheneum</i>	1 per class	9781442481770	Literary	AD420	2014
1	3	<i>Feathers: Not Just for Flying</i>	Stewart, Melissa	<i>Charlesbridge</i>	1 per pair	9781580894319	Informational	910	2014
1	3	<i>Beaks!</i>	Collard, Sneed	<i>Charlesbridge</i>	1 per pair	9781570913884	Informational	IG970	2002
1	3	<i>Little Kids First Big Book of Birds (National Geographic)</i>	Hughes, Catherine	<i>National Geographic</i>	1 per pair	9781426324321	Informational	NC800	2016
1	4	<i>A Place for Birds</i>	Stewart, Melissa	<i>Peachtree Publishers</i>	1 per pair	9781561458400	Literary	520	2016
1	4	<i>City Hawk: The Story of Pale Male</i>	McCarthy, Meghan	<i>Simon &amp; Schuster</i>	1 per class	9781416933595	Literary	AD880	2007
1	4	<i>Lost and Found</i>	Jeffers, Oliver	<i>Penguin Young Readers</i>	1 per class	9780399245039	Literary	N/A	2005
1	4	<i>Maggie the One-Eyed Peregrine Falcon: A True Story of Rescue and Rehabilitation</i>	Gove-Berg, Christie	<i>Adventure Publications</i>	1 per class	9781591935162	Literary	520	2016
1	4	<i>Olivia's Birds: Saving the Gulf</i>	Bouler, Olivia	<i>Sterling</i>	1 per class	9781402786655	Informational	880	2011
1	4	<i>Pierre the Penguin: A True Story</i>	Marzollo, Jean	<i>Sleeping Bear Press</i>	1 per class	9781585364855	Literary	AD580	2010
1	4	<i>The Lion and the Bird</i>	Dubuc, Marianne	<i>Enchanted Lion Books</i>	1 per class	9781592701513	Literary	AD160	2014
2	1	<i>The Dot</i>	Reynolds, Peter H.	<i>Candlewick</i>	6 per class	9780763619619	Literary	AD500	2003
2	1	<i>The Invisible Boy</i>	Ludwig, Trudy	<i>Random House Children's</i>	6 per class	9781582464503	Literary	AD680	2013
2	1	<i>Off to Class: Incredible and Unusual Schools around the World</i>	Hughes, Susan	<i>Owlkids Books</i>	6 per class	9781926818863	Informational	950	2011
2	1	<i>The Important Book</i>	Brown, Margaret Wise	<i>HarperCollins</i>	1 per class	9780064432276	Poetry	AD580L	1949
2	2	<i>Stone Girl, Bone Girl</i>	Anholt, Laurence	<i>Frances Lincoln Children's</i>	6 per class	9781845077006	Literary	520L	2006
2	2	<i>The Dog That Dug the Dinosaurs</i>	Redmond, Shirley Raye	<i>Simon &amp; Schuster</i>	1 per student	9780689857089	Literary	620	2004
2	2	<i>Curious about Fossils</i>	Waters, Kate	<i>Penguin Young Readers</i>	1 per class	9780448490199	Informational	NC780L	2016

Grade	Module	Title	Author (Last Name, First Name)	Publisher	Quantity	ISBN13	Text Type	Lexile	Pub Date
2	2	<i>Fossils Tell of Long Ago</i>	Aliki	HarperCollins	1 per class	9780062382078	Informational	480L	1972
2	2	<i>Fossils</i>	Squire, Ann O.	Scholastic	6 per class	9780531262504	Informational	1010L	2002
2	2	<i>The Big Dinosaur Dig</i>	Ripley, Esther	DK Publishing	1 per class	9780756655952	Informational		2003
2	2	<i>Paleontology: The Study of Prehistoric Life</i>	Gray, Susan Heinrichs	Scholastic	1 per class	9780531282748	Informational	860	2012
2	3	<i>Plant Secrets</i>	Goodman, Emily	Charlesbridge	1 per class	9781580892056	Informational	AD720	2009
2	3	<i>Seed to Plant</i>	Rattini, Kristin Baird	National Geographic	1 per student	9781426314704	Informational	400	2014
2	3	<i>From Seed to Plant</i>	Gibbons, Gail	Holiday House	1 per pair	9780823410255	Informational	660	1991
2	3	<i>What is Pollination?</i>	Kalman, Bobbie	Crabtree	1 per pair	9780778733065	Informational	IG830	2010
2	4	<i>A Place for Bats</i>	Stewart, Melissa	Peachtree Publishers	1 per pair	9781561457632	Informational	920	2012
2	4	<i>A Place for Butterflies</i>	Stewart, Melissa	Peachtree Publishers	1 per student	9781561457847	Informational	980	2011
2	4	<i>Hey, Little Ant</i>	Hoose, Philip & Hannah	Random House Children's	6 per class	9781883672546	Literary	NP	1998
2	4	<i>The Little Hummingbird</i>	Yahgulanaas, Michael	Greystone	1 per class	9781553655336	Literary	AD550	2010
2	4	<i>The Lizard and the Sun</i>	Ada, Alma Flor	Random House Children's	1 per class	9780440415312	Literary	AD580	1999
2	4	<i>The Ant and the Grasshopper</i>	Marwood, Diane	Crabtree	1 per student	9780778779018	Literary	560	2012
3	1	<i>Waiting for the Biblioburro</i>	Brown, Monica	Random House Children's	1 per class	9781582463537	Literary	AD880	2011
3	1	<i>Rain School</i>	Rumford, James	Houghton Mifflin Harcourt	1 per student	9780547243078	Literary	AD420	2010
3	1	<i>Nasreen's Secret School</i>	Winter, Jeanette	Beach Lane Books	1 per student	9781416994374	Literary	AD630	2009
3	1	<i>My Librarian Is a Camel</i>	Ruurs, Margriet	Highlights Press	1 per class	9781590780930	Informational	980	2005
3	1	<i>More Than Anything Else</i>	Bradby, Marie	Scholastic	1 per class	9780531094648	Literary	660	1995
3	1	<i>Thank You, Mr. Falker</i>	Polacco, Patricia	Penguin Books for Young Readers	1 per class	9780399257629	Literary	AD650	2012

Grade	Module	Title	Author (Last Name, First Name)	Publisher	Quantity	ISBN13	Text Type	Lexile	Pub Date
3	2	<i>Bullfrog at Magnolia Circle**</i>	Dennard, Deborah	<i>Palm Publishing</i>	1 per student	9781607270690	Literary		2002
3	2	<i>Lizards, Frogs, and Polliwogs</i>	Florian, Douglas	<i>Houghton Mifflin Harcourt</i>	1 per class	9780152052485	Poetry	NP	2005
3	2	<i>Everything You Need to Know about Frogs and Other Slippery Creatures</i>	DK Publishing	<i>DK Publishing</i>	1 per student	9780756682323	Informational	IG1040	2011
3	3	<i>Peter Pan (Classic Starts)</i>	Barrie, J.M.	<i>Sterling</i>	1 per student	9781402754210	Literary		2009
3	4	<i>One Well: The Story of Water on Earth</i>	Strauss, Rochelle	<i>Kids Can Press</i>	1 per student	9781553379546	Informational	IG960	2007
3	4	<i>The Boy Who Harnessed the Wind</i>	Kamkwamba, William and Mealer, Bryan	<i>Penguin Young Readers</i>	1 per class	9780803735118	Literary	910	2012
3	4	<i>Water Dance</i>	Locker, Thomas	<i>Houghton Mifflin Harcourt</i>	1 per class	9780152163969	Literary	310	1997
4	1	<i>A River of Words</i>	Bryant, Jen	<i>Eerdmans</i>	1 per class	9780802853028	Literary	AD820	2008
4	1	<i>Love that Dog</i>	Creech, Sharon	<i>HarperCollins</i>	1 per student	9780064409599	Literary	1010	2003
4	2	<i>Can You Survive the Wilderness</i>	Doeden, Matt	<i>Capstone</i>	1 per class	9781429679961	Literary	680	2012
4	2	<i>Animal Behavior: Animal Defenses</i>	Wilsdon, Christina	<i>Chelsea House</i>	1 per student	9780816085125	Informational		2009
4	2	<i>Venom</i>	Singer, Marilyn	<i>Lerner</i>	1 per class	9781467749091	Informational	NC1110L	2014
4	3	<i>Divided Loyalties: The Barton Family during the American Revolution</i>	Thompson, Gare	<i>Cengage Learning</i>	1 per student	9780792258674	Literary	NP	2007
4	3	<i>Colonial Voices: Hear Them Speak</i>	Winters, Kay	<i>Penguin Young Readers</i>	1 per class	9780147511621	Literary	640	2008
4	4	<i>The Hope Chest</i>	Schwabach, Caroline	<i>Random House Children's</i>	1 per student	9780375840968	Literary	800	2008

Grade	Module	Title	Author (Last Name, First Name)	Publisher	Quantity	ISBN13	Text Type	Lexile	Pub Date
5	1	<i>Esperanza Rising</i>	Ryan, Pam Muñoz	<i>Scholastic</i>	1 per student	9780439120425	Literary	750	2002
5	1	<i>A Life Like Mine: How Children Live Around the World</i>	DK Publishing	<i>DK Publishing</i>	1 per class	9780756618032	Informational		2006
5	2	<i>The Most Beautiful Roof in the World</i>	Lasky, Kathryn	<i>Houghton Mifflin Harcourt</i>	1 per student	9780152008970	Literary	1160	1997
5	2	<i>The Great Kapok Tree</i>	Cherry, Lynne	<i>Houghton Mifflin Harcourt</i>	1 per class	9780152026141	Literary	670	2000
5	2	<i>Seeds of Change</i>	Johnson, Jen Cullerton	<i>Lee &amp; Low</i>	1 per class	9781600603679	Literary	820	2010
5	3	<i>Promises to Keep: How Jackie Robinson Changed America</i>	Robinson, Sharon	<i>Scholastic</i>	1 per student	9780439425926	Informational	1030	2004
5	4	<i>Eight Days: A Story of Haiti</i>	Danticat, Edwidge	<i>Scholastic</i>	1 per student	9780545278492	Literary	AD820	2010

Notes: \*paperback edition available from schools distributors.

\*\*Available for sale through Classroom Library Company



## 6-8 REQUIRED TRADE BOOKS AND RESOURCES PROCUREMENT LIST (SECOND EDITION)

Grade	Module	Title	Author (Last Name, First Name)	Publisher	Quantity	ISBN or UPC	Text Type	Lexile®	Pub Date
6	1	<i>The Lightning Thief</i>	Riordan, Rick	<i>Disney Press</i>	one per student	9780786838653	Literary		2005
6	1	<i>Percy Jackson &amp; The Olympians: The Lightning Thief</i>	Columbus, Chris (director)	<i>20th Century Fox (DVD)</i>	one per classroom	024543668824	N/A	N/A	2010
6	2	<i>The Boy Who Harnessed the Wind</i> (Young Readers Edition)	Kamkwamba, William and Bryan Mealer	<i>Penguin Young Readers</i>	one per student	9780147510426	Informational		2015
6	3	<i>Two Roads</i>	Bruchac, Joseph	<i>Penguin Young Readers</i>	one per student	9780735228870	Literary	740L	2018
6	4	<i>Hidden Figures</i> (Young Readers' Edition)	Shetterly, Margot Lee	<i>HarperCollins</i>	one per student	9780062662378	Informational	1120L	2016
6	4	<i>Hidden Figures</i> (Picture Book)	Shetterly, Margot Lee	<i>HarperCollins</i>	six per classroom	9780062742469	Informational		2018
7	1	<i>A Long Walk to Water</i>	Park, Linda Sue	<i>Houghton Mifflin Harcourt</i>	one per student	9780547577319	Literary	720L	2010
7	1	<i>A Long Walk to Water</i>	Park, Linda Sue	<i>Brilliance Audio</i> (Audiobook)	one per classroom	9781501237553	Literary	N/A	2015
7	1	<i>Brothers in Hope</i>	Williams, Mary	<i>Lee &amp; Low</i>	one per classroom	9781584302322	Literary	610L	2005
7	1	<i>God Grew Tired of Us</i>	Quinn, Christopher (director)	<i>Sony Pictures (DVD)</i>	one per classroom	0043396198999	N/A	N/A	2007
7	1	<i>Nasreen's Secret School*</i>	Winter, Jeanette	<i>Beach Lane Books</i> (Ebook)	one per classroom	9781442441217	Literary	AD630L	2009
7	2	<i>Patient Zero</i>	Peters, Marilee	<i>Annick Press</i>	one per student	9781554516704	Informational		2014
7	3	<i>One Last Word</i>	Grimes, Nikki	<i>Bloomsbury</i>	one per student	9781619635548	Literary	NP	2017
7	3	<i>Shuffle Along</i>	Blake, Eubie	<i>Harbinger Records (CD)</i>	one per classroom	632433320426	N/A	N/A	2016
7	4	<i>Trash Vortex</i>	Smith-Llera, Danielle	<i>Capstone</i>	one per student	9780756557492	Informational		2018
7	4	<i>A Plastic Ocean</i>	Leeson, Craig (director)	<i>Passion River (DVD)</i>	one per classroom	602573215302	N/A	N/A	2017

Grade	Module	Title	Author (Last Name, First Name)	Publisher	Quantity	ISBN or UPC	Text Type	Lexile®	Pub Date
8	1	<i>Summer of the Mariposas</i>	McCall, Guadalupe Garcia	<i>Lee &amp; Low</i>	one per student	9781620140109	Literary	840L	2012
8	2	<i>The Omnivore's Dilemma</i> (Young Readers Edition)	Pollan, Michael	<i>Penguin Young Readers</i>	one per student	9781101993835	Informational	930L	2015
8	2	<i>Nourish: Short Films</i> DVD	NourishLife	<i>WorldLink (DVD)</i>	one per classroom	850075002290	N/A	N/A	2011
8	3	<i>Maus I</i>	Spiegelman, Art	<i>Knopf Doubleday</i>	one per student	9780394747231	Literary		1986
8	4	<i>Farewell to Manzanar</i>	Houston, Jeanne Wakatsuki and James D. Houston	<i>Houghton Mifflin Harcourt</i>	one per student	9781328742117	Literary		1973
8	4	<i>Farewell to Manzanar</i>	Korty, John (director)	<i>NBC TV/Japanese American National Museum (DVD)</i>	one per classroom	0000000230021	N/A	N/A	1976

\*The ebook edition of *Nasreen's Secret School* is used as a model for the Grade 7: Module 1 Performance Task, for which students create an illustrated ebook to share with a younger audience. If students will be completing this task using digital tools, the ebook should be procured as a model. If digital tools for the Performance Task are unavailable, a copy of the print edition (978-1416994374) can be substituted to support students in making a picture book on paper.



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  - a. Chief Executive Officer:  
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## **FIRST AMENDED BYLAWS**

**OF**

### **ILEAD LANCASTER**

**a California Nonprofit Public Benefit Corporation**

#### **ARTICLE I**

##### **OFFICES**

Section 1. **PRINCIPAL OFFICE.** The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside the State of California, and the corporation has one or more offices in the State of California, the board of directors shall likewise fix and designate a principal office in the State of California.

Section 2. **OTHER OFFICES.** The corporation may also establish offices at such other places, both within and outside the State of California, as the board of directors may from time to time determine or the activities of the corporation may require.

#### **ARTICLE II**

##### **OBJECTIVES AND PURPOSES**

The specific objectives and purposes of this corporation shall be to operate a public charter school.

#### **ARTICLE III**

##### **NONPARTISAN ACTIVITIES**

The corporation has been formed under the California Nonprofit Public Benefit Corporation Law (the "Law") for the public, nonprofit, nonpartisan, and charitable purposes described in its articles of incorporation. Notwithstanding any other provision in these bylaws, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended ("IRC"), or (b) by a corporation contributions to which are deductible under IRC Section 170(c)(2).

#### **ARTICLE IV**

##### **DEDICATION OF ASSETS**

The properties and assets of this corporation are irrevocably dedicated to the charitable purposes described in Articles II and III above and in the articles of incorporation of this corporation. No part of the net earnings, properties, or assets of this corporation, on

dissolution or otherwise, shall inure to the benefit of its directors or officers, or to any individual. On liquidation or dissolution of this corporation, all remaining assets of this corporation, after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed and paid over to an organization dedicated to charitable purposes that is exempt from federal income tax under IRC Section 501(c)(3) and that is exempt from California income tax under Section 23701d of the California Revenue and Taxation Code.

## **ARTICLE V**

### **MEMBERS**

Section 1. The corporation shall have no members.

Section 2. ~~ASSOCIATES.~~ Nothing in this Article V shall be construed as limiting the right of the corporation to refer to persons associated with it as "members" even though such persons are not members of the corporation, and no such reference shall make anyone a member within the meaning of Corporations Code Section 5056, including honorary or donor members. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the board of directors, but may not vote. The board of directors may also, in its discretion, without establishing memberships, establish an advisory council or honorary board or such other auxiliary groups as it deems appropriate to advise and support the corporation.

Section 3. ~~AUTHORITY VESTED IN BOARD OF DIRECTORS.~~ Any action that would otherwise require approval by the members or a majority of the members, shall only require approval by the board of directors. All rights that would otherwise vest in the members shall vest in the board.

## **ARTICLE VI**

### **DIRECTORS**

Section 1. ~~POWERS.~~ Subject to the provisions of the Law and any limitations in the articles of incorporation and these bylaws, the activities and affairs of the corporation shall be managed and all corporate powers shall be ~~at the~~

First Amended Bylaws of iLEAD Lancaster  
Revised and adopted on December 6, 2018

direction of the board of directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the board of directors shall have the following powers in addition to the other powers enumerated in these bylaws:

(a) To select and remove all of the other officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, with the articles of incorporation, and with these bylaws; fix their compensation; and require from them security for faithful service.

(b) To conduct, manage, and control the affairs and activities of the corporation and to make such rules and regulations that are consistent with law, the articles of incorporation, and these bylaws, as they deem to be appropriate and in the best interests of the corporation.

(c) To adopt, make, and use a corporate seal; and to alter the form of such seal.

(d) To borrow money and to incur indebtedness on behalf of the corporation, and to cause to be executed and delivered for the purposes of the corporation, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities.

(e) To change the principal executive office or the principal office in the State of California from one location to another; to cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country and conduct its activities within or outside the State of California; and to designate any place within or outside the State of California for the holding of any board of directors meeting or meetings.

(f) To make donations for the public welfare or for community funds, hospital, charitable, educational, scientific, civic, religious, or similar purposes.

(g) To act as a trustee under any trust incidental to the principal objects of the corporation, and to receive, to hold, to administer, to exchange, and to expend funds and property subject to such trust.

(h) To receive endowments, devises, bequests, gifts, and donations of all kinds of property for its own use, or in trust, in order to carry out or to assist in carrying out, the objects and purposes of the corporation and to do all things and acts necessary or proper to carry out each and all of the purposes and provisions of such endowments, devises, bequests, gifts, and donations with full power to mortgage, sell, lease, or otherwise to deal with or dispose of the same in accordance with the terms thereof.

(i) To sell any property, real, personal, or mixed, owned by the corporation at any time, and from time to time upon such terms as the board of directors may deem advisable, at public or private sale, for cash or upon credit.

(j) To retain sums received by the corporation uninvested, if, in the discretion of the board of trustees, such sums cannot be invested advantageously.

(k) To retain all or any part of any securities or property acquired by the corporation in whatever manner, and to invest and reinvest any funds held by the

corporation, according to the judgment of the board of directors without being restricted to the class of investments that the board of directors is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under IRC Section 501 or Section 23701 of the California Revenue and Taxation Code.

(l) To invest funds received by the corporation in stocks, bonds, mortgages, loans, whether secured or unsecured, or other investments as the board of directors shall deem advisable.

Section 2. NUMBER AND QUALIFICATION; ELECTION. The authorized number of directors shall be no less than three (3) and no more than five (5), unless changed by amendments to these bylaws. All directors shall be nominated and elected by a majority vote of the directors then in office.

Section 3. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the board of directors may be interested persons (as defined in this Section 3). An "interested person" is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation, if any, paid to a director as director; or (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

Section 4. TERM OF OFFICE; EVENTS CAUSING VACANCIES ON BOARD. Directors shall hold office for three (3) years in staggered terms. A director may serve multiple terms of service. A vacancy or vacancies on the board of directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the board of directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under the Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors.

Section 5. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the chairman of the board, if any, or to the president, or the secretary, or to the board of directors. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the board of directors may elect a successor to take office as of the date when the resignation becomes effective.



Section 6. REMOVAL OF DIRECTORS. A director may be removed with or without cause, by the vote of the majority of the members of the entire board of directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of the meeting and of the removal is given in compliance with the Ralph M. Brown Act, Government Code Sections 54950 et seq., as said chapter may be modified by subsequent legislation ("Brown Act"). Any vacancy caused by the removal of a director shall be filled as provided in Section 7.

Section 7. VACANCIES FILLED BY BOARD. Vacancies on the board of directors shall be filled by approval of the board of directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 8. PLACE OF MEETINGS. Any meeting of the board of directors may be held at any place within or outside the State of California that has been designated from time to time by resolution of the board or in the notice of the meeting. However, all meetings related to the iLEAD Lancaster Charter School shall be held at the school site, or another suitable location within the jurisdictional boundaries of the Lancaster Elementary School District. All meetings of the board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act.

Section 9. ANNUAL AND REGULAR MEETINGS. The annual meeting of the board of directors shall be held each year on the date and time as may be fixed by the board of directors. At such annual meeting, board members and officers shall be elected and any other proper business may be transacted. Other regular meetings of the board of directors shall be held at such time as shall from time to time be fixed by the board of directors.

Agendas for regular meetings shall be published and distributed to each member of the board of directors at least 72 hours in advance of scheduled meetings in accordance with the Brown Act.

Section 10. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board, the president, any vice president, the secretary, or any two directors.

In accordance with the Brown Act, special meetings of the board of directors may be held only after 24 hours' notice is given to each director and to the public through the posting of the agenda in a location that is freely accessible to members of the public and on the school website, and the agenda may also be posted in hard copy on the community bulletin board at the school site. Notice of the time and place of special meetings shall be delivered to each

director personally, by email, by telephone or sent by first-class mail, postage prepaid, or telegram, charges prepaid, addressed to each director at his or her address as it is shown on the records of the corporation, or as may have been given to the corporation by the director for purposes of notice, or, if an address is not shown on the corporation's records or is not readily ascertainable, at the place at which the meetings of the board of directors are regularly held. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 11. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 14 below. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of Corporations Code Section 5212 (appointment of committees), Section 5233 (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) (indemnification of directors).

Section 12. WAIVER OF NOTICE; CONSENT. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of meeting shall also be deemed given to any director who attends the meeting without protesting, before or at the commencement of the meeting, the lack of notice to that director.

Section 13. ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of such time and place shall be given prior to the time of the adjourned meeting, in the manner specified in Section 10 of this Article VI, to the directors who were not present at the time of the adjournment and to the public.

Section 14. FEES AND COMPENSATION. Directors and members of committees shall receive no compensation for their services; provided however, that directors and members of committees may receive reimbursement of out-of-pocket expenses, as determined by resolution of the board of directors.

Section 15. SCHOOL DISTRICT REPRESENTATIVES. Pursuant to Section 47604(b) of the California Education Code, each school district that has granted a charter for the establishment of a charter school operated by the corporation shall be entitled to designate a single representative to serve on the board of directors as a director. Unless the director dies, resigns or is removed from office, each director designated by a school district shall hold office for a term of three years. The authorized number of directors shall be deemed increased by the number of directors serving that have been designated by a school district. A director designated by a school district may be removed at any time with or without cause by the school district or by a majority vote of the directors then in office with the written consent of the school district. In the event of a vacancy on the board of directors of a director that may be designated by a school district, the vacancy may be filled by the school district pursuant to this Section 15.

## ARTICLE VII

### COMMITTEES

directors;

Section 1. COMMITTEES OF DIRECTORS. The board of directors may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Appointments to such committees shall be by a majority vote of the directors then in office. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board, may have all the authority of the board, except with respect to:

(a) undertaking any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the board of

(b) the filling of vacancies on the board of directors or in any committee;

(c) the amendment or repeal of bylaws or the adoption of new bylaws;

(d) the amendment or repeal of any resolution of the board of directors that by its express terms is not so amendable or repealable;

(e) the creation or appointment of any other committees of the board of directors or the members thereof;

(f) the expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or

(g) the approval of any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Corporations Code Section 5233(d)(3).

Section 2. MEETINGS AND ACTION. Meetings and action of committees of the board shall be governed by, and held and taken in accordance with, the provisions of Article VI of these bylaws, Sections 8 (place of meetings), -9 (annual and regular meetings), 10 (special meetings), 11 (quorum), 12 (waiver of notice), and 13 (adjournment) , with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except for the following: (a) the time of regular and annual meetings of committees may be determined by resolution of the board of directors as well as the committee; (b) special meetings of committees may also be called by resolution of the board of directors; and (c) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. Minutes of each meeting of any committee shall be kept and filed with the corporate records. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws and the California Nonprofit Public Benefit Corporation Law.

## **ARTICLE VIII**

### **OFFICERS**

Section 1. OFFICERS. The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VIII. Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as the president or the chairman of the board.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article VIII, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. OTHER OFFICERS. The board of directors may appoint, and may empower the president to appoint, such other officers as the activities of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Subject to the rights, if any, of any officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The chairman of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairman of the board will in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article VIII.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction, and control of the activities and the officers of the corporation. He or she shall preside, in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties of management usually vested in the office of president of the corporation and shall have such other powers and duties as may be prescribed by the board of directors or the bylaws.

Section 8. VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws and the president or the chairman of the board.

Section 9. SECRETARY. The secretary shall keep, or cause to be kept, at the principal executive office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, and committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors and committee meetings, and the proceedings thereof.

The secretary shall give, or cause to be given, notice of all meetings of the board of directors required by the bylaws or by law to be given, and he or she shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the bylaws.

Section 10. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the board of directors. He or she shall distribute, or cause to be disbursed,

the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all financial transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

If required by the board of directors, the chief financial officer shall give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of his or her office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on the death, resignation, retirement, or removal from office of the chief financial officer.

## **ARTICLE IX**

### **INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES**

Section 1. **DEFINITIONS.** For the purposes of this Article IX, the definition of the terms "agent", "proceeding", and "expenses" shall be governed by Corporations Code Section 5238.

Section 2. **INDEMNIFICATION IN ACTIONS BY THIRD PARTIES.** The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Corporations Code Section 5233 of the Code, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. **INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION.** The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation, or brought under Corporations Code Section 5233 of the Code, or brought by the Attorney General of California or a person granted relator status by the Attorney General of California for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3 for any of the following:

(a) Any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such action was brought shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(b) Amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General of California.

Section 4. INDEMNIFICATION AGAINST EXPENSES. To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article IX or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. REQUIRED DETERMINATIONS. Except as provided in Section 4 of this Article IX, any indemnification under this Article shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article IX by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or

(b) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

Section 6. ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article IX.

Section 7. OTHER INDEMNIFICATION. No provision made by the corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the articles of incorporation, bylaws, a resolution of directors, an agreement, or otherwise, shall be valid unless consistent with this Article IX. Nothing contained in this Article IX shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. FORMS OF INDEMNIFICATION NOT PERMITTED. No indemnification or advance shall be made under this Article IX, except as provided in Section 4 or Section 5(b), in any circumstance if it appears that:

(a) It would be inconsistent with a provision of the articles of incorporation, bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) It would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. INSURANCE. The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article IX; provided, however, that the corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Corporations Code Section 5233 of the Code.

## ARTICLE X

### RECORDS AND REPORTS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The corporation shall keep (a) adequate and correct books and records of account kept either in written form or in any other form capable of being converted into written form, and (b) minutes, in written form, of the proceedings of the board of directors and committees of the board, and (c) such reports and records as required by law. All such records shall be kept ~~at the corporation's principal executive office, or if its principal executive office is outside the State of California, at its principal office in this state.~~

Section 2. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal office in this state, the original or a copy of its articles of incorporation and bylaws, as amended to date, that shall be open to inspection by the directors at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal office in this state, the Secretary shall, upon the written request of any director, furnish to such director a copy of the articles of incorporation or bylaws, as amended to date.

Section 3. INSPECTION. Every director shall have the absolute right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the corporation. Such inspection by a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 4. ANNUAL REPORTS. The board of directors shall cause an annual report to be sent to the directors within 120 days of the corporation's fiscal year end. That report shall contain the following information, in appropriate detail, for the fiscal year:



(a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds;

(c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes;

(d) The expenses or disbursements of the corporation for both general and restricted purposes; and

(e) Any information required by Section 5 of this Article X.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

Section 5. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all-directors, the corporation shall annually prepare and mail or deliver to each director within 120 days after the corporation's fiscal year end, a statement (described below) of any transaction or indemnification (i) in which the corporation was a party and (ii) in which an "interested person" had a direct or indirect material financial interest. For this purpose, an "interested person" is any director or officer of the corporation.

The statement shall include the following information:

(a) A brief description of any transaction during the previous fiscal year that involved more than \$50,000, or was one of a number of transactions in which the same interested person had a direct or indirect material financial interest involving, in the aggregate, more than \$50,000;

(b) The names of interested persons involved in such transactions described in the preceding paragraph (a), their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided, however, that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated; and

(c) A brief description of the amount and circumstances of any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Article IX of these bylaws, unless that indemnification already has been approved by the directors under Corporations Code Section 5238(e)(2).

## ARTICLE XI

### GENERAL MATTERS

Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 2. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. Except as otherwise provided in these bylaws, the board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to said officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any such officer in person or by any person authorized to do so by a proxy duly executed by said officer.

Section 4. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Law shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, the masculine gender includes the feminine and neuter, and the term "person" includes both a corporation and a natural person. All references in these bylaws to the law, any code shall be deemed to be those in effect from time to time.

## ARTICLE XII

### AMENDMENTS

New bylaws may be adopted or these bylaws may be amended or repealed by the board of directors by a majority of the directors present at a meeting duly held at which a quorum is present; provided, however, that no amendment shall make any provisions of these bylaws inconsistent with the articles of incorporation of the corporation or any laws.

### CERTIFICATE OF SECRETARY

The undersigned, being the duly elected and acting Secretary of iLEAD Lancaster, a California nonprofit public benefit corporation, does hereby certify that the foregoing First Amended Bylaws constitute the Bylaws of this corporation as duly adopted by Board of Directors on December 6, 2018.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 6th day of December, 2018.



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Secretary, iLEAD Lancaster

**RESOLUTION NO. 2018.01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF iLEAD LANCASTER ACCEPTING THE RESIGNATION OF iLEAD EDUCATION AS SOLE STATUTORY MEMBER CONSISTENT WITH APPROVED MATERIAL REVISION TO iLEAD LANCASTER CHARTER, APPROVING THE FIRST AMENDED BYLAWS TO REMOVE iLEAD EDUCATION'S RIGHTS, AND OTHER ACTIONS RELATED THERETO**

**WHEREAS**, iLEAD Lancaster is a California nonprofit public benefit corporation that is tax exempt under section 501(c)(3) of the Internal Revenue Code and whose charitable purposes include to operate a public charter school;

**WHEREAS**, consistent with those purposes, iLEAD Lancaster operates iLEAD Lancaster Charter School ("Lancaster School") authorized by the Lancaster Elementary School District ("District");

**WHEREAS**, iLEAD Education is a California nonprofit public benefit corporation that is tax exempt under section 501(c)(3) of the Internal Revenue Code and whose charitable purposes include to support public school students;

**WHEREAS**, on or around 4-5-17, the Board of Directors ("Board") of iLEAD Lancaster approved Bylaws making iLEAD Education the sole statutory member of iLEAD Lancaster as the term "member" is defined in California Corporations Code Section 5056 and giving iLEAD Education certain rights pursuant to Section 5056;

**WHEREAS**, on May 15, 2018, the District Board of Trustees approved a material revision of the governance section of the Lancaster School charter;

**WHEREAS**, as discussed in detail by the District Board of Trustees at its meeting on May 15, 2018, the District's approval of the material revision included approval of the removal of iLEAD Education as sole statutory member of iLEAD Lancaster;

**WHEREAS**, following the District Board's approval, iLEAD Education's Board of Directors adopted a resolution resigning as the sole statutory member of iLEAD Lancaster pursuant to Section 5340(a) of the California Corporations Code;

**WHEREAS**, in resigning from membership in iLEAD Lancaster, iLEAD Education relinquished all of its rights as a member of iLEAD Lancaster, including rights that it had pursuant to Corporations Code section 5056 and reflected in iLEAD Lancaster's Bylaws; and

**WHEREAS**, iLEAD Lancaster now desires to amend its Bylaws to reflect iLEAD Education's resignation as sole statutory member of iLEAD Lancaster, to remove from the Bylaws any and all rights of iLEAD Education in iLEAD Lancaster, and to reflect that iLEAD Lancaster shall have no members.

**NOW, THEREFORE**, this Board hereby finds, resolves, and orders as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The First Amended Bylaws of iLEAD Lancaster attached hereto as Exhibit A, which reflect removal of iLEAD Education as sole statutory member of iLEAD Lancaster pursuant to Section 5340(a) of the California Corporations Code, including removal of any of iLEAD Education's rights as a member of iLEAD Lancaster pursuant to Corporations Code section 5056 and the iLEAD Lancaster Bylaws, and which reflect that iLEAD Lancaster shall have no members, are hereby adopted, authorized, and approved in all respects.

Section 3. The Secretary of this Board, or the Chief Executive Officer/President or Chief Financial Officer of iLEAD Lancaster, or the duly delegated representatives of any of the foregoing (each an "Authorized Officer"), acting alone or together, is(are) hereby authorized and directed to take or a cause to be taken all such other actions as may be required to fulfill the purposes of the foregoing resolutions.

Section 4. This resolution shall take effect immediately upon its adoption.

**SECRETARY'S CERTIFICATE**

I, Lee Smith, Secretary of the Board of Directors of iLEAD Lancaster, a California nonprofit public benefit corporation, County of Los Angeles, hereby certify as follows:

The attached is a full, true, and correct copy of the resolution duly adopted at a meeting of the Board of Directors of iLEAD Lancaster, which was duly and regularly held on the 6<sup>th</sup> day of December, 2018, at which meeting a quorum of the members of the Board of Directors was present; and at such meeting such resolutions were adopted by the following vote:

AYES: 2

NOES: 0

ABSTAIN: 0

ABSENT: 1

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this 6<sup>th</sup> day of December, 2018.



\_\_\_\_\_  
Secretary, iLEAD Lancaster





**AMENDMENT TO FIRST AMENDED BYLAWS**  
**OF**  
**ILEAD LANCASTER**

The First Amended Bylaws of iLEAD Lancaster dated December 6, 2018, are amended by inserting the following immediately after Section 14 of Article VI:

Section 15. SCHOOL DISTRICT REPRESENTATIVES. Pursuant to Section 47604(b) of the California Education Code, each school district that has granted a charter for the establishment of a charter school operated by the corporation shall be entitled to designate a single representative to serve on the board of directors as a director. Unless the director dies, resigns or is removed from office, each director designated by a school district shall hold office for a term of three years. The authorized number of directors shall be deemed increased by the number of directors serving that have been designated by a school district. A director designated by a school district may be removed at any time with or without cause by the school district or by a majority vote of the directors then in office with the written consent of the school district. In the event of a vacancy on the board of directors of a director that may be designated by a school district, the vacancy may be filled by the school district pursuant to this Section 15.



### Certificate of Secretary

The undersigned Secretary of iLEAD Lancaster (the "Corporation"), a California nonprofit public benefit corporation, certifies that the foregoing Amendment to First Amended Bylaws was duly adopted by a majority vote of the members of the Board of Directors of the Corporation (the "Board") then in office at a meeting of the Board duly called and held on October 15, 2019, in compliance with the Bylaws of the Corporation and in compliance with the notice, agenda and open meeting requirements of the Ralph M. Brown Act and at which a quorum of the Board was present and acting throughout the meeting.

Date: October 15, 2019

  
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Lee Smith, Secretary