



MEETING AGENDA - iLEAD California Charters 1 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 resource center between 9:00 am and 3:30 pm.

Meeting

	Special meeting
Meeting Date	Thursday, December 15, 2022
Start Time	4:00 PM
End Time	5:00 PM
Location	This meeting will be held virtually. You may join us on ZOOM at: Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Mellady Direct Marketing Proposal Revised iCA Attachment A Service Agreement IP Shared Agreement

Agenda

1. Opening Items

1.1. Call The Meeting To Order

1.2. Roll Call

1.3. Pledge Of Allegiance

1.4. Approve Agenda

Due date: 12/15/2022

1.5. Approve Minutes

Due date: 12/15/2022

Documents

- iCC1 Minutes-2022-11-30-v2.pdf
 - iCC1 Special Minutes-2022-11-29-v2.pdf
-

2. Curriculum Moment

3. Public Comments

3.1. Public Comments



The public may address the iLEAD CA Charters 1 governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.

4. Action Items

4.1. Mellady Direct Marketing Proposal

Discuss and take action regarding the proposal for Public Relations, Strategic Positioning, Outbound Marketing, Creative, Design, Copywriting, and Account Management.

Due date: 12/15/2022

Documents

- iLEAD California Schools Mellady Proposal.pdf
-

4.2. Revised iCA Attachment A Service Agreement

Discuss and take action regarding the revised iCA agreement for the duration of the 2022-2023 school year.

Due date: 12/15/2022

Documents

- Amended iCA Attachment A & Resolution 12_22.pdf
-

4.3. IP Shared Agreement

Discuss and take action regarding the iLEAD Shared IP agreement.

Due date: 12/15/2022

Documents

- iCA - Schools -- IP Assignment and Governance Agreement (SJK) (4867-5491-4369.v1)CY.pdf
-

5. Comments

5.1. Board Comments

6. Closing Items

6.1. Next Meeting Date - February 1, 2023

6.2. Adjournment

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

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



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



MEETING MINUTES - iLEAD California Charters 1 Board

Meeting

Date	Wednesday, November 30, 2022
Started	5:30 PM
Ended	6:27 PM
Location	This meeting will be held virtually. You may join us on ZOOM at: Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular Scheduled Meeting
Chaired by	Cheri Bradford
Recorder	Julie Basse

Minutes

1. Opening Items

1.1. Call The Meeting To Order

The meeting was called to order 5:30 p.m.

Status: Completed

1.2. Roll Call

Cheri Bradford - Present

Kenchy Ragsdale - Present

Kenneth Scott - Present

Status: Completed

1.3. Pledge Of Allegiance

The Pledge of Allegiance was recited.

Status: Completed

1.4. Approve Agenda

Motioned: Kenchy Ragsdale

Seconded: Cheri Bradford

Motion was approved unanimously

Cheri - yes

Kenchy - yes

Kenneth - yes

Due date:



Status: Completed

1.5. Approve Minutes

Motioned: Kenchy Ragsdale

Seconded: Kenneth Scott

Motion was approved unanimously

Cheri - yes

Kenchy - yes

Kenneth - yes

Due date:

Status: Completed

Documents

- 1.5 iCC1 Minutes-2022-11-02 (1).pdf
 - 1.5 iCC1 Special Minutes-2022-11-21-v1.pdf
-

2. Curriculum Moment

2.1. Curriculum Moment

AV Director, Talaya Coleman, introduced Ms. Fortun's 6th grade Math and Science Chemical Reactions Observations and answered questions of the Board.

Status: Completed

3. Public Comments

3.1. Public Comments

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No public comment(s) made

Status: Completed

4. Consent Items

4.1. Personnel Report

Motioned: Kenchy Ragsdale

Seconded: Kenneth Scott

Motion was approved unanimously

Cheri - yes

Kenchy - yes



Kenneth - yes

Due date:

Status: Completed

Documents

- 4.1 11.30.22_iCA_PersonnelReport (1).pdf
 - 4.1 11.30.22_Hybrid_PersonnelReport_.pdf
-

4.2. Check Register

Motioned: Kenchy Ragsdale

Seconded: Kenneth Scott

Motion was approved unanimously

Cheri - yes

Kenchy - yes

Kenneth - yes

Due date:

Status: Completed

Documents

- 4.2 ICC1 Payment Register 20221121.pdf
 - 4.2 ICC1 Payment Register Summary 20221121.pdf
-

4.3. AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements

The Board will continue having meetings on Zoom

Motioned: Kenchy Ragsdale

Seconded: Kenneth Scott

Motion was approved unanimously

Cheri - yes

Kenchy - yes

Kenneth - yes

Due date:

Status: Completed

Documents

- 4.3 iLEAD CA - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements (1).pdf
-

4.4. 2022 - 2023 Special Education Symposium Donations

Take action to accept \$3,650. in donations with the condition that it be used towards costs for the 2022 - 2023 Special Education Symposium.

Motioned: Kenchy Ragsdale

Seconded: Kenneth Scott



Motion was approved unanimously

Cheri - yes

Kenchy - yes

Kenneth - yes

Due date:

Status: Completed

4.5. In-N-Out Fundraiser

Take action to accept the \$1,725 in fundraising for iLEAD Antelope Valley and the payment of \$431.25 of these funds to the In-N-Out Burger Foundation.

Motioned: Kenchy Ragsdale

Seconded: Kenneth Scott

Motion was approved unanimously

Cheri - yes

Kenchy - yes

Kenneth - yes

Due date:

Status: Completed

Documents

- 4.5 Check request In-N-Out Fundraiser AV Board.pdf
-

5. Discussion And Reports

5.1. Learner Board Ambassador Report

Lisa Rittenhouse introduced Learner Ambassador Kelly Henley who provided updates on Prom, Beach Clean Up and College Applications and answered questions of the Board.

Status: Completed

5.2. iLEAD Hybrid School Directors' Reports

AV Director, Talaya Coleman, presented her Director's Report and answered questions of the Board.

Status: Completed

Documents

- 5.2 AV Director Board Report November 2022 (1).pdf
-

6. Closed Session

6.1. Conference with Legal Counsel - Anticipated Litigation

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



Status: Completed

6.2. Conference with Labor Negotiator

Agency Designated Representative: Board Chair

Unrepresented Employee: Chief Executive Officer

Status: Completed

7. Report of Closed Session

Nothing reported from Closed Session - No Vote Taken

Status: Completed

8. Action Items

8.1. Compensation Comparability Study

Discuss and take action regarding of Compensation Comparability Study for Chief Executive Officer Position.

Motioned: Kenneth Scott

Seconded: Kenchy Ragsdale

Motion was approved unanimously

Cheri - yes

Kenchy - yes

Kenneth - yes

Due date:

Status: Completed

Documents

- iLEAD Executive Compensation Comparability Study November 2022 4868-8552-4030 v.2.pdf
-

8.2. Chief Executive Officer Employment Agreement

Required Oral Report Regarding Chief Executive Officer Employment Contract and discuss and take action regarding of Chief Executive Officer Employment Contract.

Cheri Bradford stated,

"As to the next item regarding approval of the Chief Executive Officer employment agreement, with Amanda Gallion-Fischer, I am required by law to indicate, prior to any vote on the agreement, that the agreement provides the following:

1. Term from December 1, 2022 through June 30, 2026 with a work schedule of a minimum of 224 days annually;
2. A base annual salary of \$220,000 and a one-time bonus in the amount of \$20,000 for previous significant transition work above regular previous



duties;

3. 12 days annual paid sick leave;

4. Car allowance of \$1,000 per month;

5. Such health and other benefits as are granted iCA certificated employees, including participation in STRS or PERS, as applicable.

I would also note that the annual salary is in keeping with the compensation comparability study the Board has received.”

Motioned: Kenchy Ragsdale

Seconded: Kenneth Scott

Motion was approved unanimously

Cheri - yes

Kenchy - yes

Kenneth - yes

Due date:

Status: Completed

8.3. Single Plan For School Achievement

Discuss and take action regarding the revised 2022-2023 which outlines the Title I, II, and IV programs put into place with the Federal Funding requested for this year.

Allison Bravo presented the Single Plan For School Achievement and answered questions of the Board.

Motioned: Kenchy Ragsdale

Seconded: Cheri Bradford

Motion was approved unanimously

Cheri - yes

Kenchy - yes

Kenneth - yes

Due date:

Status: Completed

Documents

- 8.3 Hybrid SPSA 22_23-SSC Approved (1).pdf
-

8.4. Telework Policy

Discuss and take action regarding the Telework Policy for employees working remote or hybrid/remote alongside learners or to support the schools.

Natasha Hall presented the Telework Policy and answered questions of the Board.

Motioned: Kenchy Ragsdale



Seconded: Cheri Bradford

Motion was approved unanimously

Cheri - yes

Kenchy - yes

Kenneth - yes

Due date:

Status: Completed

Documents

- 8.4 iLEAD CA Telework and Procedures Policy .pdf

8.5. Board Member Roles

Discuss and take action to alter Board Member Roles of Board Chair, Secretary, and Treasurer as the Board sees fit.

The Board wishes to continue with their same roles:

Chair: Cheri Bradford

Treasurer: Kenchy Ragsdale

Member at Large: Kenneth Scott

Motioned: Kenchy Ragsdale

Seconded: Kenneth Scott

Motion was approved unanimously

Cheri - yes

Kenchy - yes

Kenneth - yes

Due date:

Status: Completed

8.6. Board Member Terms

Discuss and take action to extend Board Member terms for an additional year.

The Board Members each agree to one more year of service.

Motioned: Kenchy Ragsdale

Seconded: Kenneth Scotte

Motion was approved unanimously

Cheri - yes

Kenchy - yes

Kenneth - yes

Due date:



Status: Completed

9. Comments

9.1. Board Comments

Kenchy thanked the other Board Members and is thrilled that Amanda Fischer-Gallion is the new CEO. He said the Board needs to look for additional Board Members.

Kenneth thanked the Board Members and Kim and Julie

Cheri welcomed Amanda and thanked Caprice

Status: Completed

10. Closing Items

10.1. Next Meeting Date - February 1, 2023

Status: Completed

10.2. Adjournment

Meeting was adjourned at 6:27 p.m.

Status: Completed



MEETING MINUTES - iLEAD California Charters 1 Board

Meeting

	Special meeting
Date	Tuesday, November 29, 2022
Started	3:30 PM
Ended	4:09 PM
Location	This meeting will be held virtually. You may join us at on ZOOM at: Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Conference with Labor Negotiator
Chaired by	Cheri Bradford
Recorder	Julie Basse

Minutes

1. Opening Items

1.1. Call The Meeting To Order

Meeting was called to order at 3:30 p.m.

Status: Completed

1.2. Roll Call

Cheri Bradford - Present

Kenchy Ragsdale - Present

Kenneth Scott - Present

Status: Completed

1.3. Pledge Of Allegiance

The Pledge of Allegiance was recited

Status: Completed

1.4. Approve Agenda

Motioned: Kenneth Scott

Seconded: Kenchy Ragsdale

Unanimously approved

Cheri - yes

Kenchy - yes

Kenneth - yes



Due date:

Status: Completed

2. Public Comments

2.1. Public Comments

The public may address the iLEAD CA Charters 1 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 comment(s) made

Status: Completed

3. Closed Session

3.1. Conference with Labor Negotiator

Agency Designated Negotiator: Board Chair

Unrepresented Employee: CEO

Status: Completed

4. Report of Closed Session

Nothing reported from Closed Session - No vote taken

Status: Completed

5. Comments

5.1. Board Comments

Status: Completed

6. Closing Items

6.1. Next Meeting Date - December 30

Next Meeting Date is February 1, 2023

Status: Completed

6.2. Adjournment

Meeting was adjourned at 4:09 p.m.

Status: Completed



**Public Relations • Strategic Positioning • Outbound Marketing
• Creative • Design • Copywriting • Account Management**

**Project Proposal
October 27, 2022**

Mellady Direct Marketing is honored to be considered to market the mission of ILEAD California. We are a local, family-owned and operated direct marketing and communications company. Our highly experienced and passionate team comes from various marketing and communication backgrounds. We are experts in creative direction and graphic design, copywriting and communication, web design, web development, IT, videography, data analysis, print production, direct mail design, strategic planning, and public affairs. We have the business acumen to stay on budget because we plan projects like they are our own. We have the marketing acumen to understand how to position you in the communities you serve. Our employees are entrepreneurial at heart; they treat your brand as their own. Our conservative approach to giving the best advice and achieving the best results is always top of mind and considered in all decisions. Oversight on every job is expertly reviewed and approved by the president, Jill Mellady.

Presented By:



Jill Mellady
Mellady Direct Marketing
661.295.3900
jill@melladydirect.com
www.melladydirect.com



Project Proposal (cont.)

October 27, 2022

Communication with stakeholders is key to the success of any marketing plan. We know the community and its key players because we have more than three decades of experience working with the Santa Clarita community. The vision and mission of the ILEAD California organizations will fit well with our strategy and long-term commitment to your success.

Our first major focus will be increased enrollment. We will utilize our technology and direct mail products to help get the word out quickly and efficiently. You will be able to track results and obtain leads.

In addition to our online initiatives and direct mail and print business, we are award-winning in our creative design. We have been named the Rising Star of the Year and Business of the Year by the Valley Industry Association and many more accolades. The US Postal Service named Jill Mellady the Most Valuable Person as she ran the Postal Council Commission with over 35,000 employees. We continue to thrive and innovate through our commitment to our clients to be successful and innovative. With local and national partnerships with the most innovative product services, we strive to be at the forefront of technology and machinery. We continually attend trade conferences, learn from our peers, and be thought leaders in the marketing and direct response industry. We don't fluff the results; we provide accurate results and strategize always to do better.

Presented By:



Jill Mellady
Mellady Direct Marketing
661.295.3900
jill@melladydirect.com
www.melladydirect.com



DELIVERABLES

- Strategy: Provide marketing plan for focused strategy
- Expert Community Advice and Partnership Development
- Create memorable ads that deliver results
- Consistent color and print materials
- Advertising and marketing materials for various print publications as well as nonprofit ads
- Management and negotiations with media both online and print
- Coordination of website updates/programming and design
- Email marketing and management of the backend to increase readership
- Branding and Logo Guidelines
- Asset Management
- Direct Mail and Digital Boost Program to elevate exposure and provide leads to increase enrollment
- Leads management
- Meetings with client to present results
- Asset Management
- Special Projects

Presented By:



Jill Mellady
Mellady Direct Marketing
661.295.3900
jill@melladydirect.com
www.melladydirect.com



Project Overview

We propose a monthly retainer rate of \$33,000/month. The contract would begin promptly on November 1, 2022.

- PUBLIC RELATIONS AND STRATEGIC POSITIONING
- CREATIVE AND GRAPHIC DESIGN
- ACCOUNT MANAGEMENT
- OUTBOUND MARKETING
- EMAIL MARKETING
- PRINTED MATERIALS CREATION
- KEY SALES TOOLS
- CREATIVE & GRAPHIC DESIGN
- COPYWRITING
- GHOST WRITING
- PRESS RELEASES
- STRATEGY
- EXPERT OPINION AND ADVICE

TOTAL 12 MONTHS: \$400,000

Outside Advertising such as social media advertising, print and online advertising, printed materials, paid advertising, and PRweb submissions for press releases will be quoted and approved before the start of a project. All outside advertising contracts will be reviewed and executed by iLEAD California and paid separately to the vendor.

Mellady Direct Marketing is a full-service communications company and is family owned and operated. We provide communications, marketing and advertising, creative design, print and mailing services. . All printing and mailing services will be quoted separately.

There may be additional marketing initiatives that we will advise you on before we start or during the contract period. Please use this as a guideline. It may change based on market conditions as well as direction and needs.



ONGOING MARKETING INITIATIVES:

• Branding and Graphic Design	Retainer
• Ghostwriting and Press Releases	Retainer
• Coordination of Website Changes & Updates	Retainer
• Rebuild Websites that have not been transferred, if required	Retainer
• Screen Shots and Recording of 4 websites, if required	Retainer
• Account Management and Communication	Retainer
• Create Holiday Email Communications	Retainer
• Create One-Sheets for areas of learning	Retainer
• Brand Guidelines	Retainer
• Asset Management	Retainer
• Photography & Video Production	Retainer
• Management of Media & Sponsorship Ads - copy, content and deadlines	Retainer
• Coordination and management with media for contracts, submission of ads and negotiation	Retainer



ONGOING MARKETING INITIATIVES:

• Proofreading and editing	Retainer
• Outbound Emails	Retainer
• Coordination of Website Changes & Updates with Scorpion	Retainer
• Crisis Communication	Retainer
• Postage	Quoted Separately
• Ad and Media Advertising Buys (actual rates, no markups)	Quoted Separately
• All coordination and management of marketing and advertising	Retainer
• Print and Promotional Materials	Quoted Separately
• Direct Mail Advertising	Quoted Separately
• Outside Advertising Costs	Billed Direct to You

Thank you for this opportunity to work with a fantastic organization. I look forward to continued conversation and mutually beneficial partnerships for success.

Jill Mellady

RESOLUTION NO. 2022.2023.2 - 12/01/2022

**RESOLUTION OF THE BOARD OF DIRECTORS OF
iLEAD CALIFORNIA CHARTERS 1 APPROVING
AMENDED ATTACHMENT A TO RESOURCE SHARING
AGREEMENT AND CERTAIN OTHER ACTIONS
RELATED THERETO**

WHEREAS, iLEAD California Charters 1 (“iCA”); iLEAD Agua Dulce (“iAD”); iLEAD Lancaster (“iL”); iLEAD Online Charter School (“iOCS”); Empower Generations (“EG”); and Santa Clarita Valley International (“SCVi”) each operate California public charter schools with personalized learning modeled on the iLEAD program (collectively, the “iLEAD Schools”);

WHEREAS, iCA currently operates the largest of the iLEAD Schools, and the iLEAD Schools currently share certain functions and resources of iCA among them cooperatively pursuant to the Amended Resource Sharing Agreement dated July 1, 2021 (“Resource Sharing Agreement”);

WHEREAS, under the Resource Sharing Agreement, iCA performs certain functions for all the iLEAD Schools, allowing all the schools to access valuable, specialized, and/or expensive resources that might not otherwise be available to each of them and achieving cost savings by sharing iCA’s actual costs of such functions pro-rata based on each school’s ADA;

WHEREAS, the functions and resources performed by iCA for all of the iLEAD Schools are described in Attachment A to the Resource Sharing Agreement;

WHEREAS, Section 9(a) of the Resource Sharing Agreement requires iCA to inform the iLEAD Schools when there are changes to its capacity to provide the functions and resources described in Attachment A, and to reflect such changes in writing by providing an amended Attachment A to all the iLEAD Schools;

WHEREAS, Section 9(a) of the Resource Sharing Agreement further requires that, to the extent iCA’s changes to Attachment A add new functions or resources that would result in a substantial increase in costs, iCA shall provide all the iLEAD Schools ninety (90) days notice, which notice may be waived if the iLEAD Schools seek to have services start sooner;

WHEREAS, as of December 1, 2022, iCA is willing to amend Attachment A to add the following functions and resources for the remainder of the 2022-23 school year: technology, facilities planning, communications, outreach, and public relations, reflected in the new Amended Attachment A attached to this resolution .

WHEREAS, adding all of the new functions and resources in the Amended Attachment A will result in a substantial increase in costs to iCA, and accordingly will result in a substantial increase in the costs shared by the iLEAD Schools that utilize those shared functions and resources;

WHEREAS, the increase is estimated to be an additional 1% of total annual LCFF revenue for each of the iLEAD Schools, provided, however, that this is only an estimate; the iLEAD Schools will share the actual costs incurred by iCA on a pro-rata basis as set forth in Section 2 of the Resource Sharing Agreement; and

WHEREAS, because the iLEAD Schools' previous vendor will no longer provide technology, facilities planning, procurement of insurance, communications, outreach, and public relations services to the iLEAD Schools as of November 30, 2022, iCA seeks to have iCA start providing the functions and resources in Amended Attachment A as of December 1, 2022, iCA understand that all of the iLEAD Schools accordingly seeks to waive the ninety (90) days notice requirement pursuant to Section 9(a) of the Resource Sharing Agreement.

WHEREAS, the Board of Directors wishes to amend the Resource Sharing Agreement to revise the language of Section 8 to remove the automatic renewal provision for the Term, and iCA has also stated it is agreeable to this change, as set forth in the attached Amendment to Agreement ("Amendment").

NOW, THEREFORE, this Board of Directors of iCA does hereby find, resolve, and order as follows:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Amended Attachment A is hereby approved.

Section 3. iCA seeks to have iCA start providing the functions and resources in Amended Attachment A as of December 1, 2022, and so long as each of the other iLEAD Schools waives the ninety (90) days notice requirement pursuant to Section 9(a) of the Resource Sharing Agreement."

Section 4. The Amendment is hereby approved.

Section 5. The Chief Executive Officer or designee is authorized and directed to take or cause to be taken such other actions as may be required to fulfill the purposes of this resolution.

AMENDED ATTACHMENT A

12/1/2022

MAKER SERVICES:

TIER 1 CURRICULUM, INSTRUCTION, AND ENGAGEMENT:

- Provide professional learning to support full implementation of the iLEAD instructional model as identified in the iLEAD Design Element Alignment Lens (iDEAL).
- Coaching and support with the planning and execution of Project Based Learning/Problem based learning, by building individual and team capacity, project ideas, project tune ups), and guidance through specific organization wide projects such as Dream Up to Space, Soaring Aeronautics, The Personal Project, Mini PCR, Math Identity Project, etc.
- Provide monthly new facilitatory onboarding
- Curriculum training, coaching and support of specific content-based programs focusing on rigorous TK-12 literacy, math, science, humanities/social studies, and STEAM (Science, Technology, Engineering, Arts, and Math) programs, which includes implementing all elements of the iLEAD model
- Training, coaching and support of school leaders, classroom staff, and other staff in the development of a positive and supportive school culture through the iDEAL process
- Training, coaching and support of iLEAD model of classroom management and climate, utilizing iRESPECT, this includes 7 Habits, Love and Logic, and Restorative and Trauma-Informed Practices
- Professional learning is provided on-site and remotely, to support full implementation of the iLEAD instructional model as defined by iDEAL
- Support family engagement through providing training to families to better understand aspects of iLEAD's educational model

MEASURING EFFECTIVENESS:

- Implementation and support for a variety of regular formative benchmark assessments in core subject areas such as NWEA MAP testing, writing, literacy as well as any summative State mandated assessments
- Development, implementation, and sustainability of regularly scheduled data meetings with the key focus on utilization of the collected data in order to inform and set goals to aid in the improvement of the instructional program as well as individual learner achievement
- Training, coaching and support in the area of data analysis and assessments
- Collaboration with educational partners in the self-evaluation of the iLEAD instructional model
- Design, coordinate, and collect survey data to improve practices
- Access to **individual school dashboards** ~~Being Makers website~~ with linked resources, iLEAD Science and Aerospace Projects website, Mathemagical Mindsets website, Brightspace educational resources and PBL project bank

ADDITIONAL LEARNER SUPPORT SERVICES:

- Training, coaching, and assistance monitoring, and assistance operating programs for English Learners
- Training, coaching, and assistance with monitoring programs and compliance for Foster and Homeless Youth
- Training, coaching, and assistance with monitoring programs and compliance in programs that provide additional learner support
- Representation at required SELPA meetings (such as CEO Council, Executive Council, PLC, etc.)
- Assistance with SELPA communications
- Assistance through due process and mediation when necessary, including communications with legal counsel
- Support and training to promote equity, diversity and inclusion amongst learners, staff, and other educational partners
- Develop and/or assist with implementing Multi-Tiered Systems of Support (MTSS)

SPECIAL PROGRAMS:

- Support with Upper School programs may include College/Career indicators (UC A-G approval, College Credit Courses, college and career pathways, IB accreditation and program implementation support, competency based education, AP Testing, graduation rates, etc.) and provide academic counselor support
- Support accreditation partnerships and approvals, which may include NCAA accreditation, WIOA partnerships, and work based learning
- Support schools in international educational opportunities such as international field studies, cross cultural opportunities and projects with schools in other countries
- Support schools in development and implementation of dual language immersion programs
- Support schools in the development and implementation of play-based learning

LEADERSHIP SUPPORT:

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

- Strategic support, coordination, and assistance to clients in long term planning to meet the changing needs of their school communities
- Coordination with School's consultants and legal counsel for leadership as needed

SCHOOL, COMMUNITY AND AUTHORIZER RELATIONS:

- Support development and maintenance of community relations which could include local and national politicians, local chambers of commerce, local business and community leaders, local and regional media outlets (i.e., "Eye of the Valley" weekly iLEAD radio show)
- Professional educational writing services to highlight and promote school programs, activities and achievements both internally via network platforms and intranet and externally via websites and outside professional periodicals
- Development and curation of relationships with the state and national charter organizations including but not limited to CSDC, CCSA, ACSA, NAPCS, etc.
- Development and maintenance of relationships with charter authorizing agencies, including communication and coordination of compliance, monitoring, and renewal
- Planning, hosting, and execution of the Annual iLEAD California All-Staff Retreat, including hospitality, team building, and annual school year launch

EMPLOYEE SERVICES:

COMPLIANCE

- Setup and maintenance of the employee files, facilitate establishment of policies and procedures to help ensure compliance with state and federal requirements
- Establish employment policies and procedures that align to state and federal compliance

EMPLOYEE RELATIONS

- When new positions are created and/or if a current position evolves, support with creating and maintaining job descriptions to reflect accurate duties
- Provide coaching on employee services matters
- Assistance with employee relations, reflective supervision, employee evaluation, process guidance and pre-mediation services to address employee grievances
- Coordination of new teacher induction process
- Compensation/pay analysis
- Monitoring and advising on the process with the compliance requirements of California educator licensing, credentialing, and enforcement of validity and renewal
- Employee survey creation, collection and analysis

ON/OFF BOARDING, LEAVES, AND WORKERS COMPENSATION

- Facilitate the hiring and onboarding. As applicable, verification and tracking of DOJ clearance, TB tests, as well as credential information
- Staff induction including onboarding, benefits enrollment (when applicable), and enrollment in appropriate platforms including email, communication platforms, LMS etc.
- Facilitate Off Boarding of employees of employment termination
- Develop employment agreements for in and out of state personnel
- Facilitate employee leaves and medical issues
- Facilitate workers compensation employee process

PAYROLL:

- Payroll setup, processing, payroll accounting, payroll reporting and payroll record maintenance as well as processing of the W2 and 1099 forms.
- Time accounting
- Payroll accounting and reporting

BENEFITS:

- Assistance and support in obtaining quotes, implementation, administration and processing of the employee benefits (health, dental, vision, life insurance, etc.) and retirement plans.
- Assistance in employee enrollment into employee benefit plans, and assist employees in benefit questions and issues.

TALENT ACQUISITION:

- Coordinate, organize and execute hiring events (such as Star Search and Leadership Café) on school campuses, at iCA space or virtually.
- Assistance and support in recruitment of the School's director and other leadership staff, including posting job descriptions, monitoring applications, applicant searches, vetting and presenting candidates to the School's governing board and/or school leadership.
- Assistance and support in recruitment of staff, posting job description, monitoring applications and vetting, and presenting candidates to the School's leadership

TECHNOLOGY FUNCTIONS:

- Development of network infrastructure and design. Voice Over Internet Phone solutions, purchase, and deployment. Serve as a point of contact with network and infrastructure vendors
- Maintain network security, maintenance, troubleshooting and infrastructure updates. Serve as point of contact with the school's internet service provider and equipment vendors, including web security software
- Assistance in the development of technology policies
- Implement and administer platforms and systems to include G-Suite email system, student information

system, learning management system, user account monitoring and platform setup and maintenance support

- Assistance in client technology systems integration, evaluation, and monitoring
- Provide technical support via ticket system, coordinating with site staff and local vendors or contractors for additional device and infrastructure support when needed
- Act as primary contact/ vendor relations for required platforms and systems. Coordinate with compliance on other recommended platforms and systems
- **Oversee employee and learner IT onboarding/offboarding processes**
- Provide on-going technical coaching and support to site techs, and assist with the reflective supervision process at the Director's discretion
- **Provide staff, learners and families with online testing technical support**
- **Assist sites with inventory management, including device updates, refresh schedule and procurement**
- **Serve as Category One ERate Coordinator, working closely with site and contracted ERate accounting Consultant**

BOARD SUPPORT:

- Support Board Member and School Staff Teams in relationship building, Governance processes required by CA Public Schools, and Board Meeting procedures
- Training for Board members about their role and effective board governance as well as assistance to Board on policy development based on requirements and best practices
- Training and support for Board members on IT Board Platforms used to govern
- Attendance at governing board meetings in person, over the phone or online in order to present vital school data to allow board members to make informed decisions
- Assistance to the governing board in timely preparation of required notices and board agenda pursuant to Ralph M. Brown Act as well as provision of the platform to publish board meeting agendas, record board meeting minutes and maintain board meeting archive
- **Publish, store, archive all documents related to Board Meetings and school documents**
- Support to file corporate statement of information and updates as needed
- Coordination with School's consultants and legal counsel for governing board as needed

ACCOUNTING AND FINANCIAL SERVICES:

- **Payroll Accounting.** Review payroll entries and post payroll to the general ledger. Review employee coding in compliance with funding requirements
- **Benefits Accounting.** Review benefits invoices and post journal entries. Review employee coding in compliance with funding requirements
- **Accounts Receivable and Payable.** Reviewing and processing invoices and payments, collections, deposits and transaction recording according to the generally accepted accounting practices and standards. Assist school staff in the process of verification of received goods and services. Provide

technical training and support to staff on compliant purchase and **procurement processes and procedures**

- **Annual Tax Reporting.** Prepare and submit accounts payable vendor' 1099s. Support the nonprofit corporation and the auditor in preparing Form 990 and California FTB Form 199 tax-exempt organization annual filing. Support with oversight of additional common annual corporate filings, as needed
- **General Ledger Maintenance and Reconciliation.** Setup and maintenance of organization's chart of accounts and general ledger. Prepare monthly bank reconciliation(s), journal entries and balance sheet reconciliation. **Provide technical training and support on accounting procedures and best practices for financial risk management and internal controls to support clean audits**
- **Internal Controls, Fiscal Policies.** **Provide technical training and support on accounting procedures and best practices for financial risk management services related to the review and implementation of the Client's policies, including training on internal controls.** Provide guidance and advice on fiscal compliance and best practices to school site staff
- **Budget Development and Forecasting.** Support in budgeting and forecasting through preparation and provision of the annual and monthly budgets, updated monthly budget forecasts, development of multi-year projections, development of cash flow projections and budget revisions, managing of cash flow and lines of credit, as applicable
- **Authorizer Financial Reporting.** Preparation and filing of the preliminary budget, first and second interim, estimated actuals, and unaudited actuals reports based upon governing board approval, as applicable and as mandated by authorizing agency
- **Federal and State Systems & Reporting.** Development and preparation of the additional financial reports required for federal, state and authorizing agency reporting, as applicable, such as LCAP, federal and state grant fund financial reports, as well as special education compliance and reporting. Develop systems and processes to assist schools in compliance with federal funds, as applicable, including systems for time accounting, tracking use of federal funds
- **Board Reporting.** Provide regular financial reporting to school's board
- **Audit Support.** Review auditor contract; preparation of financial documents for the auditors and assistance to the auditors to help ensure a smooth and timely audit process. Coordinate and support annual financial audit
- **Accounting Platform & Reporting System.** Set up and maintain core financial accounting platforms and additional components designated as necessary
- **Bonds, Loans, Special Projects Support.** Option Project Services fees to be determined at the time of project for additional financial projects, such as optional or one-time state or federal funds, bonds, loans, grants
- **Developing Financing, Capital, Credit.** Assistance and support to client as needed in obtaining additional financing in the form of a line of credit, working capital cash flow, and capital leases or long-term debt
- **Strategic Financial Planning Support.** Strategic support, coordination, and assistance to client in charter renewal, and cooperation in authorizing agency and program audits. Consult with client leadership regarding strategic planning, with a focus on the evaluation of financial resources, budget scenario development, and growth potential

COMPLIANCE AND REPORTING:

- Assistance with the development of the internal attendance recording procedures, quarterly attendance data analysis and provision of the attendance reports to the authorizing agency, as applicable
- Maintenance, preparation and filing of state reporting through the CALPADS system for Fall 1, Fall 2, and End of Year Reporting. In addition, preparation and filing of CBEDS reporting and Civil Rights Reporting
- Technical training and support with the Student Information System
- Support and guidance with the development of the School Accountability Report Card (SARC)
- Support and guidance with the development of the Local Control Accountability Plan (LCAP)
- Support WASC accreditation and renewal
- Support NCAA accreditation
- Support preparing all state and local required paperwork
- ATSI and Differentiated Assistance support
- Liaison between contracted service and school to ensure compliance with the National School Lunch Program(NSLP)
- Support with policies, procedures and protocols related to the learner health and assist with monitoring compliance of school health programs with federal, state and local laws, regulations and policies.
- Develop and prepare charter renewal petition and presentation in collaboration with school leadership

FACILITIES:

SAFETY COORDINATION AND SUPPORT

- Develop and assist in Comprehensive School Safety Plan compliance
- Support and monitor monthly, semester and quarterly drills and compliance checklists
- Provide document detailing utilities and contracted services for each site
- Set up appointments and oversee fire certifications and renewals

OPERATIONS AND MAINTENANCE

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

FACILITIES PLANNING

- Assistance with developing a long term plan for facility needs and tenant improvements
- Coordination of lease renewals, including necessary negotiations

COMMUNICATIONS, OUTREACH, AND PUBLIC RELATIONS:

BRANDING, DIGITAL AND WEB SERVICES

- Development and maintenance of Client's unique branding elements and provision of comprehensive network brand identity guidelines, supporting schools in maintaining their unique community identity while remaining consistent with the iLEAD California educational design, as articulated in the iDEAL tool.
- Design of digital, printed, and promotional materials to be used in regular communications and outreach efforts
- Design, provision and maintenance of basic template/standard Client website and social media platforms

COMMUNICATION AND OUTREACH

- Support with regular, ongoing Client communications with current and prospective learners and families. (i.e. create systems for regular communication and train Client's leadership and support staff on systems)
- Development of learner recruitment strategies
- Assistance in the development of short-term and long-term outreach plans, budgets and timelines
- Develop strategies for the placement of printed and promotional materials in local markets, as well as at the applicable local events
- Coordinate and produce regular internal school communications (Monday Message, school network and community communications) and provide support with internal family communications (ie. Parent Square)
- Assist School staff in organizing and hosting school tours, informational events for parents, planning and executing events with emphasis on local media coverage
- Assistance with the implementation of recommended regular social media campaigns

PUBLIC AND MEDIA RELATIONS

- Development of public relations campaigns
- Support with local media relations (press releases, media coordination, etc.)
- Training for school leaders on media and public relations and communication
- Coordination of and support with crisis communication messaging

SECRETARY'S CERTIFICATE

I, Cheri Bradford, Secretary of the Board of Directors of iLEAD California Charters 1, a California nonprofit public benefit corporation, County of Los Angeles, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of iLEAD California Charters 1, which was held on the 15 day of December, 2022, 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:

NOES:

ABSTAIN:

ABSENT:

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 day of _____.

Secretary

iLEAD California Charters 1

AMENDMENT TO AMENDED RESOURCE SHARING AGREEMENT

This Amendment to Amended Resource Sharing Agreement (“Amendment”) is entered into between iLEAD California Charters 1 (“iCA”), a California non-profit public benefit corporations, and iLEAD Agua Dulce (“iAD”). iLEAD Lancaster (“iL”); iLEAD Online Charter School (“iOCS”); Empower Generations (“EG”); and Santa Clarita Valley International (“SCVi”), which each are California non-profit public benefit corporations (collectively, the “iLEAD Schools”).

RECITALS

WHEREAS, iCA and the iLEAD Schools are parties to that Amended Resource Sharing Agreement dated July 1, 2021 (“Resource Sharing Agreement”).

WHEREAS, iCA and the iLEAD Schools wish to amend the first paragraph of Section 8 of the Resource Sharing Agreement to remove the automatic Term renewal provision of the Section.

AGREEMENT

1. The first paragraph of Section 8 of the Resource Sharing Agreement is revised to read as follows: The term of this Agreement commences on July 1, 2021 and continues through June 30, 2022, unless and until earlier terminated as set forth in subsection (a) or (b) herein and subject to any amendments pursuant to Section 9 herein.

2. Except as modified herein, all provisions and terms of the Resource Sharing Agreement shall remain in effect and binding on the Parties. This Addendum may be executed in duplicate originals, including facsimiles and .pdf/email, each of which shall fully bind the Parties.

**Santa Clarita Valley International, a
California nonprofit public benefit
corporation**

By: _____
Name: _____
Its: Board Secretary
Date: _____

**iLEAD California Charters 1, a California
nonprofit public benefit corporation**

By: _____
Name: _____
Its: Board Secretary
Date: _____

**iLEAD Agua Dulce, a California nonprofit
public benefit corporation**

By: _____

Name: _____

Its: Board Secretary

Date: _____

**iLEAD Lancaster, a California nonprofit
public benefit corporation**

By: _____

Name: _____

Its: Board Secretary

Date: _____

**iLEAD Online Charter School, a California
nonprofit public benefit corporation**

By: _____

Name: _____

Its: Board Secretary

Date: _____

**Empower Generations, a California nonprofit
public benefit corporation**

By: _____

Name: _____

Its: Board Secretary

Date: _____

INTELLECTUAL PROPERTY ASSIGNMENT AND GOVERNANCE AGREEMENT

This Intellectual Property Assignment and Governance Agreement (this "**IP Governance Agreement**") is effective as of December 1, 2022 (the "**Effective Date**") and is by and among iLEAD California Charters 1, a California non-profit corporation as described in Section 501(c)(3) of the IRS Code, also known as iLEAD California ("**iCA**"), on one hand, and Empower Generations ("**Empower Generations**"), iLEAD Agua Dulce ("**Agua Dulce**"), iLEAD Online Charter School ("**Online**"), iLEAD Lancaster ("**Lancaster**"), and Santa Clarita Valley International School ("**SCVi**"), all California non-profit public benefit corporations as described in Section 501(c)(3) of the IRS Code operating California public charter schools (each a "**School**" and collectively, the "**Schools**"), on the other hand.

RECITALS

WHEREAS, iCA and Maker Learning Network, a California non-profit corporation as described in Section 501(c)(3) of the IRS Code and formerly iLEAD Schools Development ("**MLN**") are parties to that Intellectual Property Agreement, dated November 30, 2022 ("**IP Agreement**"), pursuant to which MLN assigned and licensed certain intellectual property to iCA;

WHEREAS, the Schools, on one hand, and MLN, on the other hand, are parties to that Termination Agreement, dated November 30, 2022 ("**Termination Agreement**");

WHEREAS, in consideration for the payments made under the Termination Agreement, iCA desires to assign to the Schools all rights, title, and interest in and to certain intellectual property, and the Schools desire to obtain from iCA all rights, title, and interest in and to such intellectual property pursuant to the terms and conditions of this IP Governance Agreement;

WHEREAS, in consideration for the payments made under the Termination Agreement, iCA desires to grant to the Schools and the Schools desire to obtain from iCA a non-exclusive license to certain intellectual property pursuant to the terms and conditions of this IP Governance Agreement; and

WHEREAS, the Schools desire to set up a certain committee to oversee the management, maintenance, and use of certain shared intellectual property.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Assignment

- a. Subject to the terms of this IP Governance Agreement, iCA hereby irrevocably conveys, transfers, and assigns all of its right, title, and interest in and to the following ("**Assigned IP**"):
 - i. to Empower Generation, the intellectual property listed in Schedule 1;
 - ii. to Agua Dulce, the intellectual property listed in Schedule 2;
 - iii. to Online, the intellectual property listed in Schedule 3;
 - iv. to Lancaster, to the intellectual property listed in Schedule 4; and
 - v. to SCVi, the intellectual property listed in Schedule 5.

For clarity, the foregoing assignment includes all of iCA's (1) intellectual property or proprietary rights of any kind whatsoever accruing under any of the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and (2) rights in any and all claims and causes of action with respect to any of the Assigned IP, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- b. With respect to any trademarks included in the Assigned IP, whether registered or unregistered, iCA hereby assigns to the applicable assignee identified above in subpart (a) all related content, programs, websites, and social media accounts, together with any goodwill connected with the use of, and symbolized by, such trademarks.
- c. With respect to any domain names included in the Assigned IP, iCA hereby assigns to the applicable assignee identified above in subpart (a) any artwork, media files, information, and content hosted or made available on the applicable websites.
- d. For clarity, all right, title and interest in and to the intellectual property listed in Schedule 7 will remain with iCA.

2. License

Subject to the terms and conditions of this IP Governance Agreement, including Section 6(b)(iii), iCA hereby grants to each of the Schools a non-exclusive, royalty-free, sublicensable license to reproduce, prepare derivative works of, distribute, display publicly, and use the intellectual property set forth in Schedule 6 ("**Shared IP**").

3. Transfer

- a. iCA will promptly:
 - i. complete and submit to the United States Patent and Trademark Office ("**USPTO**") and the registrar for each of the domain names included in the Assigned IP, as applicable, any and all instructions and documentation necessary to transfer ownership of the registered trademark and domain names to the applicable School;
 - ii. transfer all USPTO prosecution history and files, including all attorney work-product related to trademark "EMPOWER GENERATION" (Registration Number 6173686) to Empower Generation; and
 - iii. grant the Schools complete and full access to all websites, social media accounts, and other digital assets included in the Assigned IP, including by providing the Schools with the relevant GoDaddy and other registrar account names and passwords.

4. Waiver of Moral Rights

As against any School, iCA hereby irrevocably waives (and to the fullest extent permitted by law, causes all employees and contractors to waive) all of its rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Assigned IP and Shared IP and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright

Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

5. Further Assurances

Following the Effective Date, upon a School's request, iCA will, at such School's expense, take such steps and actions, and provide such cooperation and assistance to such School, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to the applicable School.

6. Governance

- a. **Members.** The Board of Directors of each party will appoint two members ("**SC Members**") to form the Steering Committee ("**SC**"). Each party will identify the SC Members to the other parties in writing as soon as reasonably practicable following the Effective Date. A party may replace any of its SC Members as needed. Any replacement will be upon notice to the other parties.
- b. **Responsibilities.** The SC will be responsible for:
 - i. Nominating and voting for a chair of the SC ("**Chair**") who will govern on a two-year period;
 - ii. Making decisions regarding the Shared IP, including improving and making derivative works of, maintaining, licensing, and selling the Shared IP;
 - iii. Making decisions regarding the "iLEAD" network ("**Network**"), including deciding what iCA and Schools must do or not do to be considered a part of the Network and voting to remove a School or iCA from the Network. Once a party is voted to be removed from the Network ("**Former Member**"), which may occur only on the vote of , the Former Member may only reproduce, prepare derivative works of, distribute, perform publicly, display publicly, and use the Shared IP as they exist as of the day that the Former Member is removed from the Network; provided that, this provision does not grant any Former Member any rights to use the "iLEAD" trademark;
 - iv. Setting a budget ("**SC Budget**") to be used solely to perform the obligations set forth in Section 3(b) and this Section 6, which will be: (1) at least \$15,000 USD per year; (2) paid for by each party proportional to [the number of students enrolled at the school operated by such party]; and (3) managed by iCA unless otherwise set forth by the SC. Any budget that is not used in the applicable one-year period will be rolled over to the following year; and
 - v. Resolve any disputes amongst the parties.
- c. **Meeting.** The SC will meet at least once a year in person or virtual, during which the majority of the SC must be present with at least five of the parties to this IP Governance Agreement represented ("**Quorum**"). The Chair will be responsible for setting up such meeting, providing at least 30 days prior notice to the SC, and rescheduling if the Quorum is not met. Any SC Member may request a meeting by providing written request to each other SC Member, but there must be a Quorum for such meeting to be held.
- d. **Voting.** Each SC Member will get a vote, which may be cast through proxy voting. All decisions made by the SC must be made by at least two-thirds vote.

7. Extending Benefits under IP Agreement

iCA will use best efforts to extend to the Schools the benefits of any representations, warranties and indemnities for the Assigned IP or Shared IP that MLN has provided under the IP Agreement.

8. Limitation of Liability

NO PARTY WILL BE LIABLE TO ANOTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT OR TORT AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. General

- a. **Governing Law.** This IP Governance Agreement will be governed by and construed under the laws of the State of California without regard to the conflict of laws principles thereof.
- b. **Entire Agreement.** This IP Governance Agreement and Termination Agreement constitute the entire agreement among the parties with respect to its subject matter, and supersede all other prior representations, understandings, and agreements, whether written or oral, with respect to such subject matter. Any modification or amendment to this IP Governance Agreement will be effective only if in a written agreement signed by all parties.
- c. **Severability.** In the event any provision of this IP Governance Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this IP Governance Agreement (and each of the remaining terms and conditions contained herein) will remain in full force and effect.
- d. **Construction.** This IP Governance Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this IP Governance Agreement will be deemed to be the product of all of the parties hereto, and no ambiguity will be construed in favor of or against any one of the parties hereto.
- e. **Bankruptcy.** All rights and licenses granted by one party to any other party under this IP Governance Agreement are and will be deemed to be rights and licenses to “intellectual property” as such term is used in and interpreted under, Section 365(n) of the United States Bankruptcy Code.
- f. **Notices.** Any notice given under this IP Governance Agreement will be given in writing and in the English language. All notices given under this IP Governance Agreement can be made: (i) to the email address set forth below, which will be deemed to have been given on the date of transmission; (ii) by overnight courier, which will have been deemed to be given one business day after they are sent; or (iii) registered or certified mail, which will have been deemed to be given three business days after they are sent.

Notice to iCA. legal@ileadcalifornia.org

Notice to Empower Generation. info@empowergenerations.org

Notice to Agua Dulce. info@ileadaguadulce.org

Notice to Online. info@ileadonline.org

Notice to Lancaster. info@ileadlancaster.org

Notice to SCVi. info@scvi.org

Assignment. This IP Governance Agreement may not be assigned in whole or in part by any party without the prior written consent of all other parties, except that each party may assign its rights or delegate its obligations without consent to an entity that acquires by merger, reorganization, acquisition, sale, or otherwise all or substantially all of the business or assets of that party to which this IP Governance Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any assignment or transfer in violation of this Section 9(g) will be void. Subject to the foregoing, this IP Governance Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

- g. **Specific Performance.** Each party understands and agrees that monetary damages would not adequately compensate each other party for the breach of this IP Governance Agreement by a party, that this IP Governance Agreement will be specifically enforceable, and that any breach or threatened breach of this IP Governance Agreement will be the proper subject of a temporary or permanent injunction or restraining order without the request to prove damages or post bond. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.
- h. **Construction.** The section headings used in this IP Governance Agreement are intended to be for reference purposes only and will not enter into the interpretation or construction of this IP Governance Agreement or be construed to modify or restrict any of the terms or provisions of this IP Governance Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice-versa, and words importing gender include both genders. This IP Governance Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. As used in the IP Governance Agreement, the terms “include” and “including” are non-exhaustive and will be deemed to mean “include without limitation” and “including without limitation.”
- i. **Execution; Counterparts.** This IP Governance Agreement may be signed in multiple counterparts, all of which taken together will constitute one single agreement between the parties hereto. Electronic signatures will be binding for all purposes.

[Signature page follows]

The parties have executed this IP Governance Agreement as of the date first set forth above.

iCA:

By: _____
Name: _____
Title: _____
Address: _____

Empower Generations:

By: _____
Name: _____
Title: _____
Address: _____

Agua Dulce:

By: _____
Name: _____
Title: _____
Address: _____

Online:

By: _____
Name: _____
Title: _____
Address: _____

Lancaster:

By: _____
Name: _____
Title: _____
Address: _____

SCVi:


By: _____
Name: _____
Title: _____
Address: _____

Schedule 1 – Empower Generation IP

Trademark

- Empower Generations
- Meraki Mind

Trademark Registration

Trademark	Filed Mark	Serial # and Filing Date	Registration # and Date
EMPOWER GENERATIONS		88834192 03/13/2020	6173686 10/13/2020

Domain Names

- empowergen.org
- empowergenerations.org
- merakimind.org

Educational Software Models

Meraki Mind (a competency-based educational platform embedded into the MerakiMind.org website including the name, rubrics, contents, and programming).

Schedule 2 – Agua Dulce IP

Trademark

- iLEAD Agua Dulce

Domain Names

- ileadaguadulce.com
- ileadaguadulce.org
- ileadthroughplay.com
- ileadthroughplay.org

Schedule 3 – Online IP

Trademark

- iLEAD Online

Domain Names

- ileadonline.org
- ileadschoolsonline.org

Schedule 4 – Lancaster IP

Trademark

- iLEAD Lancaster

Domain Names

- ilead-k12.com
- ilead-k12.org
- ileadlancaster.com
- ileadlancaster.org
- reviewlancaster.com

Schedule 5 – SCVi IP

Trademarks

- Santa Clarita Valley International
- iLEAD Santa Clarita Valley

Domain Names






- ileadcastaic.org
- ileadsantaclarita.com
- ileadsantaclarita.org
- ileadscv.com
- ileadscv.org
- santaclaritacharterschool.com
- scvi-k12.com
- scvi-k12.org
- scvi.biz
- scvievents.com
- scvifacility.com
- scviprogram.org
- scvireviews.com
- scvisantaclarita.com
- scvisantaclarita.org
- scvitech.com
- scvcharterschool.com
- scvcharterschool.org
- scvicharterschool.com
- scvicharterschool.org

Schedule 6 – Shared IP

Trademarks

- iLEAD
- iLEAD Schools
- iLEAD Exploration
- iLEAD Antelope Valley
- iLEAD Exploration
- iLEAD Student AeroSpace Projects
- Dream Up to Space

Trademark Applications and Registrations

Trademark	Filed Mark	Serial # and Filing Date	Registration # and Date
iLEAD		86519421 01/30/2015	4858060 11/24/2015
FREE TO THINK. INSPIRED TO LEAD. ILEADSCHOOLS.ORG SERVING GRADES K-12 (Orange Circle) (With Color claims, including red-orange circular ring)		86519453 01/30/2015	4858061 11/24/2015
FREE TO THINK. INSPIRED TO LEAD. ILEADSCHOOLS.ORG SERVING GRADES K-12 iLEAD (Blue Circle) (With Color claims, including blue circular ring)		88902088 05/05/2020	
iLEAD Exploration		88806467 02/21/2020	
iLEAD Student AeroSpace Projects		88806531 02/21/2020	

Domain Names

- ilead.education
- ileadacton.com
- ileadacton.org

- ileadaerospace.com
- ileadaerospace.org
- ileadaerospaceacademy.com
- ileadaerospaceacademy.org
- ileadboardretreat.org
- ileadcampmake.org
- ileadcommons.org
- ileadcompass.com
- ileadcompass.org
- ileadeducation.com
- ileadeducation.org
- ileadencino.com
- ileadencino.org
- ileadhomestudy.com
- ileadhomestudy.org
- ileadinnovationstudios.org
- ileadnoho.com
- ileadnoho.org
- ileadnorthhollywood.org
- ileadontrack.com
- ileadontrack.org
- ileadpacoima.com
- ileadpacoima.org
- ileadretreat.com
- ileadretreat.org
- ileadsanfernando.com
- ileadsanfernando.org
- ileadschool.org
- ileadschools.com
- ileadschools.org
- ileadschoolsontrack.org
- ileadsfv.org
- ileadsimivalley.com
- ileadsimivalley.org
- ileadspirit.com
- ileadspirit.org
- ileadstaffretreat.org
- ileadstore.org
- ileadstudentsupport.org
- ileadsupport.org
- ileadsynergy.com
- ileadsynergy.org
- ileadteams.org
- ileadtech.org
- ilead.dev
- ileadclevelandeast.org
- ileadclevelandnorth.org
- ileadclevelandsouth.org

- ileadclevelandwest.org
- ileadcolumbus.com
- ileadcolumbus.org
- ileaddigest.com
- ileaddigest.org
- ileaddownriver.com
- ileaddownriver.org
- ileadersdigest.org
- ileadflorence.com
- ileadflorence.org
- ileadfoundation.com
- ileadfoundation.org
- ileadgivingtuesday.org
- ileadharambee.com
- ileadharambee.org
- ileadhillsboro.com
- ileadhillsboro.org
- ileadindiana.com
- ileadindiana.org
- ileadmichigan.com
- ileadmichigan.org
- ileadohio.org
- ileadoutreach.org
- ileadpasco.com
- ileadpasco.org
- ileadreviews.com
- ileadserver.com
- ileadserver.net
- ileadserver.org
- ileadsouthbend.com
- ileadsouthbend.org
- ileadspace.com
- ileadspace.org
- ileadspokane.org
- ileadwayne.com
- ileadwayne.org
- ileadwayneacademy.com
- ileadwayneacademy.org
- ileadzanesville.com
- ileadzanesville.org
- ileadboost.com
- ileadboost.org
- ileadcharterschool.org
- ileadcincinnati.com
- ileadcincinnati.org
- ileadnexusindy.org

Software

- Application programming interface (API) that integrates with Educational Funds Tracking Portal

Educational Models

- “Free to Think, Inspired to Lead”
- iLEAD Academic and SEL Reports of Progress
- iLEAD Board Retreat
- iLEAD Facility Design Documentation
- iLEAD Ed Talks
- iLEAD Education
- iLEAD Individual Learning Plan Process
- iLEAD iDEAL
- iLEAD Leadership Café
- iLEAD Star Search
- iLEAD Educational Model Learning Spaces
- iLEAD Related Vimeo Content
- iLEAD Learning Engine
- iLEAD New Director Onboarding
- iLEAD Parent University
- iLEAD Presentation of Learning Process
- iLEAD Showcase of Learning Process
- iLEAD Tuesdays with TED
- iLEAD Charter Petition Language, solely as they exist as of the Effective Date
- Online Courses, solely as they exist as of Effective Date
- iLEAD Project Design Guide
- iLEAD Welcome Boxes iLEAD
- Whybrary (and terms included)
- Whysayer, solely as they exist as of the Effective Date
- iSAP Website
- Dream Up to Space
- Free to Think. Inspired to Lead.

Schedule 7 – iCA IP

Trademarks

- iLEAD Hybrid
- iLEAD California Charter
- iLEAD California Charter 1

Domain Names

- ileadhybrid.org
- ileadexploration.org
- ileadantelopevalley.org
- ileadav.org