



MEETING AGENDA - iLEAD Agua Dulce Board

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

Meeting

Meeting Date	Tuesday, March 7, 2023
Start Time	5:00 PM
End Time	6:30 PM
Location	Address: 11311 Frascati Street, Agua Dulce, CA 9190
Purpose	Regular Scheduled Meeting

Agenda

1. Opening Items

1.1. Call The Meeting To Order	(5:00 PM - 5:00 PM)
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1.2. Roll Call	(5:00 PM - 5:00 PM)
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1.3. Pledge Of Allegiance	(5:00 PM - 5:00 PM)
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1.4. Approve Agenda	(5:00 PM - 5:00 PM)
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Due date:

1.5. Approve Minutes	(5:00 PM - 5:00 PM)
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Discuss and take action on the Board Meeting Minutes.

Due date:

Documents

- Minutes-2023-02-07-v1.pdf
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2. Curriculum Moment

2.1. Curriculum Moment	(5:00 PM - 5:00 PM)
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2nd grade learners recently had a project on fossils, and they will be presenting.

3. Public Comments

3.1. Public Comments	(5:00 PM - 5:00 PM)
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The public may address the iLEAD Agua Dulce 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. Consent Items

4.1. Personnel Report

(5:00 PM - 5:00 PM)

Due date: 3/7/2023

Documents

- 3.07.23_AguaDulcePersonnelReport.pdf

4.2. Check Register

(5:00 PM - 5:00 PM)

Due date: 3/7/2023

Documents

- iAD Payment Register 20230301.pdf
-

5. Discussion And Reports

5.1. School Director Report

(5:00 PM - 5:00 PM)

Facilities

Rain and snow damage

Trees

Roofs

Valet lot

Events

Colonial Days

Pi Day

Prospective Family Night

Marketing

WASC Update

5.2. Annual Form 700

(5:00 PM - 5:00 PM)

Reminder to fill out the electronic Form 700 sent from the "COI Desk" through email by April 1.

Documents

- Annual Form 700 Electronic File Support Document.pdf
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6. Action Items

6.1. Brown Act Meeting Guidelines

(5:00 PM - 5:00 PM)

Discuss Meeting Locations, Teleconferencing, and Public Comments as it relates to the Brown Act being reinstated.

Due date: 3/7/2023

6.2. 2023-2024 Holiday Policy

(5:00 PM - 5:00 PM)



Discuss and take action regarding the Holiday Policy.

Due date: 3/7/2023

Documents

- iLEAD Agua Dulce Holiday Policy 23-24.pdf

6.3. Revised IP Governance Agreement

(5:00 PM - 5:00 PM)

Discuss and take action regarding section 2 Licensing to add "revocable".

Due date: 3/7/2023

Documents

- Redline #2 - iCA - Schools - IP Assignment and Governance Agreement (PC) (3) (1).pdf

6.4. Board Member Positions

(5:00 PM - 5:00 PM)

Discuss and take action to add Board Members to the iLEAD Agua Dulce Board Team.

Due date: 3/7/2023

7. Board Comments

7.1. Board Comments

(5:00 PM - 5:00 PM)

8. Closing Items

8.1. Next Meeting Date

(5:00 PM - 5:00 PM)

The next meeting is scheduled for April 4, 2023 at 5PM.

8.2. Board Member Celebration

(5:00 PM - 5:00 PM)

iLEAD CA has planned a Board Member Celebration and training on Thursday April 27 at 5:00. Invitations and Details to come.

8.3. Adjournment

(5:00 PM - 5:00 PM)

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 Agua Dulce Board

Meeting

Date	Tuesday, February 7, 2023
Started	5:05 PM
Ended	5:47 PM
Location	Address: 11311 Frascati Street, Agua Dulce, CA 9190 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	Christine Johnson
Recorder	Nicole Higdon

Minutes

1. Opening Items

1.1. Call The Meeting To Order

The meeting was called to order at 5:05pm.

Status: Completed

1.2. Roll Call

Christine Johnson, present

Kurt Knechtel, present

Susan Slates, present

Mary Johnson, absent

Status: Completed

1.3. Pledge Of Allegiance

The 5th grade class representatives led everyone in the Pledge of Allegiance.

Status: Completed

1.4. Approve Agenda

Motion: Susan Slates

Second: Kurt Knechtel

Mary Johnson was absent.

Motion passed unanimously.

Due date:

Status: Completed



1.5. Approve Minutes

Discuss and take action on the Board Meeting Minutes

Minutes from 11/22/22 were approved, however Susan Slates abstained due to being absent at that meeting.

Motion: Kurt Knechtel

Second: Christine Johnson

Abstain: Susan Slates

Mary Johnson was absent.

Motion passed unanimously.

Minutes from 12/6/22.

Motion: Susan Slates

Second: Kurt Knechtel

Mary Johnson was absent.

Motion passed unanimously.

Due date:

Status: Completed

Documents

- Minutes-2022-11-22-v1.pdf
- Minutes-2022-12-06-v1.pdf

2. Curriculum Moment

2.1. Curriculum Moment

Representatives from Miss Sonia's 5th grade class will be discussing their entrepreneurial plans.

Two groups came to discuss their new entrepreneurship at the school. A group of girls from 4th grade shared their homemade squishy that they sell out of the schools Creation Station shed, and all proceeds go toward the schools animals. They have raised \$500 so far and the school purchased a larger enclosure for the pigs to have during the weekends when they are not in the Kindergarten yard.

Another group of girls from the 5th grade class shared their homemade jewelry and phone charms that they are also selling out of the Creation Station shed, and they are also raising money for the animals and field trips. The two groups have a made a calendar and they split up sale days in the shed.

Status: Completed

3. Public Comments

3.1. Public Comments

The public may address the iLEAD Agua Dulce 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

4. Consent Items

4.1. Personnel Report

Kurt Knechtel motioned to approve all four consent items. No questions or comments were made.

Motion: Kurt Knechtel

Second: Susan Slates

Mary Johnson was absent.

Motion passed unanimously.

Due date:

Status: Completed

Documents

- 02.07.23_AguaDulcePersonnelReport.pdf
-

4.2. Check Register

Kurt Knechtel motioned to approve all four consent items. No questions or comments were made.

Motion: Kurt Knechtel

Second: Susan Slates

Mary Johnson was absent.

Motion passed unanimously.

Due date:

Status: Completed

Documents

- iAD Payment Register_20230201.pdf
-

4.3. Form 990

Review updated 2020 Form 990 submitted by the auditor as you were informed was needed during the audit report given by the audit team.

Kurt Knechtel motioned to approve all four consent items. No questions or comments were made.

Motion: Kurt Knechtel

Second: Susan Slates

Mary Johnson was absent.

Motion passed unanimously.

Due date:

Status: Completed

Documents

- iLead Agua Dulce_Amended Return DRAFT.pdf

4.4. Revised LACOE Certificate Of Signatures

Updated Form Given Change In Board Members

Kurt Knechtel motioned to approve all four consent items. No questions or comments were made.

Motion: Kurt Knechtel

Second: Susan Slates

Mary Johnson was absent.

Motion passed unanimously.

Due date:

Status: Completed

Documents

- Revised iLEAD Agua Dulce - Certification of Signatures - 2_2023.pdf

5. Discussion And Reports

5.1. School Director Report

Lisa Latimer, iLEAD Agua Dulce Site Director, presented her report to the Board of Directors.

The report included fundraising updates from McTeachers Night (\$700), the Agua Dulce Fair (approximately \$1400) and they are scheduled to receive funds from the local Parade of Tables event. Initial MAP testing results are showing that reading has improved, and that reflects well on the new ELA curriculum adopted this year. WASC will be visiting February 26th - March 1st.

Status: Completed

Documents

- Site Director Board Report Template.docx.pdf

5.2. Brown Act Meeting Requirements

Discuss New Brown Act Requiements

Kim Lyle, iLEAD Support Provider, presented and answered questions of the Board.

Remote meetings due to Covid will be ending as of 2/28/223. The March meeting will be in person.

Status: Completed

Documents

- iLEAD AD - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements.pdf
- New Brown Act Changes - January 2023.pdf

5.3. ADP Time Off Requests & Bill.com Reimbursement Process

Discuss process regarding School Director time off requests and reimbursements.

Kim Lyle, iLEAD Support Provider, presented and answered questions of the Board. A Board member will be alerted to the Site Directors time off requests and reimbursements. Christine Johnson will be receiving time off requests and the Treasurer will be receiving the reimbursement requests.

Status: Completed



6. Action Items

6.1. School Accountability Report Card

Discuss and take action regarding 2021 - 2022 School Accountability Report Card outlining the required school information for public review. This document was posted to the website as required by February 1.

Alison Bravo, iLEAD Support Provider, presented her report and answered questions of the Board.

Some information mentioned was enrollment grew by 42 and the school outperformed the district in both science and math.

Motion: Kurt Knechtel

Second: Susan Slates

Absent: Mary Johnson

Unanimously passed.

Due date:

Status: Completed

Documents

- Agua Dulce 21-22 SARC.pdf

6.2. Revised Shared IP Agreement

Discuss and take action regarding the Revised Shared IP agreement.

Kim Lyle, iLEAD Support Provider, presented the report and answered question of the Board.

Motion: Kurt Knechtel

Second: Susan Slates

Absent: Mary Johnson

Unanimously passed.

Due date:

Status: Completed

Documents

- Redline - iCA - Schools -- IP Assignment and Governance Agreement (PC).pdf

6.3. 2023-2024 Calendar

Discuss and take action regarding the 2023-2024 School Calendar.

Natasha Baugh, iLEAD Support Provider, presented the calendar, no questions were asked.

Motion: Susan Slates

Second: Kurt Knecht

Absent: Mary Johnson

Unanimously passed.

Due date:



Status: Completed

Documents

- 2023-24 iLEAD Agua Dulce Calendars Track A SB & IS V2301271000.pdf
-

6.4. Revised Employee Guidebook

Discuss and take action regarding the revised Employee Guidebook updated according to legal requirements and procedures.

Natasha Baugh, iLEAD Support Provider, presented the revised guidebook, and answered questions of the Board.

New laws went into effect January 1st, including 5 days of bereavement time for employees and the days in which both hourly employees are paid and salary employees are paid have changed.

Motion: Susan Slates

Second: Kurt Knechtel

Absent: Mary Johnson

Unanimously passed.

Due date:

Status: Completed

Documents

- iLEAD Agua Dulce _Employee Guidebook(Updated Jan. 2023).pdf
-

6.5. Nepotism Policy

Discuss and take action regarding the Nepotism Policy.

Natasha Baugh, iLEAD Support Provider, presented the policy, no questions were asked.

Motion: Kurt Knechtel

Second: Susan Slates

Absent: Mary Johnson

Unanimously passed.

Due date:

Status: Completed

Documents

- iLEAD Agua Dulce Anti-Nepotism Policy 2023.pdf
-

7. Board Comments

7.1. Board Comments

Christine Johnson asked what the protocol is for discussions with potential new Board members. Kim Lytle shared that they are allowed to chat with candidates as they are not Board members yet, just members of the public.

There are two candidates interested in filling Lester Mascons position.

Potential Board members need to submit an application, resume, bio and photo.



Status: Completed

8. Closing Items

8.1. Next Meeting Date

Next Board meeting is scheduled for March 7, 2023 at 5PM.

The next meeting is scheduled for March 7th at 5PM and it will be in person.

Status: Completed

8.2. Adjournment

The meeting was adjourned at 5:47pm.

Status: Completed

EMPLOYMENT – NEW HIRES

Kurfess, Makayla	Classroom Support	02.14.23
Morelock, Sarah	Student Support	02.20.23

RESIGNATIONS/TERMINATIONS

Leighton, Emily

Care Team - iCREATE

02.24.23

STATUS CHANGE

West, Savannah

Part-Time to Full-Time

02.09.23

Company name: iLEAD Agua Dulce
Report name: Check Register
Report title 2: Mission Valley Bank
Footer Text: 02/02/2023-03/01/2023
Created on: 3/2/23
Location: 118--iLEAD Agua Dulce

Date	Vendor	Amount
2/2/23	Rhonna Horney	34.69
2/2/23	Shana Knox	48.83
2/2/23	Kristine Hoppe	121.12
2/2/23	SPAR001--Sparkletts	223.54
2/6/23	A10O000--Brandon Willard	480.00
2/6/23	AGUA001--Agua Dulce Hardware	298.82
2/6/23	AMAZ100--Amazon Capital Services (iCA)	118.49
2/6/23	ATT118A--AT&T 9839.	542.81
2/6/23	CLIF000--Clifton Larson Allen LLP	1,968.75
2/6/23	KHTS000--KHTS Radio	250.00
2/6/23	ROUE000--John Roueche , D.V.M.	135.00
2/6/23	SCHO015--School Zone Transportation, Inc	700.00
2/6/23	TEEN000--Teen Truth LLC	2,100.00
2/6/23	TIMB000--Timberdoodle [P]	1,742.33
2/7/23	MCCA000--McCalla Company	646.86
2/7/23	SANT003--Santa Clarita Athletic Independent League	371.00
2/7/23	SCHO009--School Pathways LLC	269.28
2/7/23	THER004--The Reed Idea Lab, LLC	141.75
2/7/23	ULTR001--Ultra Jiu Jitsu Academy	120.00
2/8/23	MODE002--Model United Nations at UCLA	-37.50
2/15/23	AMAZ100--Amazon Capital Services (iCA)	1,275.85
2/15/23	CRAF000--Homeschool In A Box Inc.	951.71
2/15/23	DANC007--Dancin' In Acton, Inc.	425.00
2/15/23	Nastovska. Angie	109.50
2/15/23	EVAN002--Evan-Moor Educational Publishers [P]	52.52
2/15/23	iLEA010--iLEAD Online Charter	10,188.75
2/15/23	ILEA300--iLEAD California	19.45
2/15/23	KIWI000--KIWICO [P]	310.57
2/15/23	KIWI000--KIWICO [P]	404.68
2/15/23	MODE002--Model United Nations at UCLA	37.50
2/15/23	NATI001--Nationwide	32.76
2/15/23	THEH000--The Hidden Dojo	75.00
2/15/23	TIM118A--Time Warner Cable 9656	389.96
2/15/23	UNIV003--University of San Diego Professional & Continuing	620.00
2/15/23	WAS118A--Waste Management 3008.	2,067.53
2/16/23	AMAZ100--Amazon Capital Services (iCA)	177.11
2/16/23	ARTH000--First Insurance Funding	1,728.68
2/16/23	OUTS000--Outschool, Inc [S]	60.00

Date	Vendor	Amount
2/16/23	RAIN000--Rainbow Resource Center Inc [P]	440.41
2/16/23	WEXH000--WEX Health Inc.	13.60
2/16/23	WEXH000--WEX Health Inc.	13.60
2/16/23	WEXH000--WEX Health Inc.	13.60
2/16/23	WEXH000--WEX Health Inc.	17.00
2/21/23	AMAZ100--Amazon Capital Services (iCA)	1,244.52
2/21/23	Nastovska. Angie	144.24
2/21/23	HORS000--Kim Wineland (Horse ETC)	260.00
2/21/23	HUCK000--HuckleBerry Center for Creative Learning [S]	84.00
2/21/23	ILEA300--iLEAD California	500.00
2/21/23	INSI000--Inside SCV Magazine	147.00
2/21/23	JIVE000--Jive Communications, Inc.	412.79
2/21/23	LAVI000--LaVine Equestrian	260.00
2/21/23	LEES000--Lee, Sue Yeon	50.00
2/21/23	LEGA003--Legal Shield	15.95
2/21/23	LITT001--Little School of Music [S]	188.00
2/21/23	MCCA000--McCalla Company	505.97
2/21/23	NUES000--Nuestra Escuelita Spanish Academy	169.00
2/21/23	OUTS000--Outschool, Inc [S]	140.00
2/21/23	PANT000--Panther Pest Control	100.00
2/21/23	ROUE000--John Roueche , D.V.M.	95.00
2/21/23	SCHO009--School Pathways LLC	682.50
2/21/23	ULTR001--Ultra Jiu Jitsu Academy	120.00
2/21/23	WEST000--West Coast Music Academy [S]	520.00
2/22/23	iLEA010--iLEAD Online Charter	185.00
2/22/23	PANT000--Panther Pest Control	100.00
2/22/23	SCOO000--Scoot Education	1,740.00
2/22/23	TEEN000--Teen Truth LLC	2,495.00
2/23/23	AMAZ100--Amazon Capital Services (iCA)	896.63
2/23/23	NEWH000--Newhall Valencia Lock & Key	109.64
2/27/23	EDI118A--Southern California Edison 9069	3,595.87
2/27/23	FIDE000--Fidelity Security Life Insurance Company	127.85
2/27/23	FIDE000--Fidelity Security Life Insurance Company	113.54
2/27/23	FRES001--Fresh Start Healthy Meals, Inc.	8,057.70
2/27/23	ILEA300--iLEAD California	6,721.92
2/27/23	ILEA300--iLEAD California	1,160.95
2/27/23	JYSI000--J&Y Silkscreen Inc	1,613.38
2/27/23	LLPC000--Lisa Latimer	94.77
2/27/23	NEWH000--Newhall Valencia Lock & Key	146.73
2/27/23	SCOO000--Scoot Education	3,132.00
3/1/23	CIGN000--Cigna Healthcare	1,191.44
3/1/23	Melissa Taub-Rogers	-27.48
3/1/23	Paula Oerum	11.03
3/1/23	KAIS000--Kaiser Foundation Health Plan	7,652.15

Date	Vendor	Amount
3/1/23	MCCA000--McCalla Company	426.39
3/1/23	OUTS000--Outschool, Inc [S]	35.00
3/1/23	SAVV000--Savvas Learning Company LLC	691.75
3/1/23	SPAR001--Sparkletts	364.65
		75,975.43

Company name: iLEAD Agua Dulce
Report name: Check Register GL Summary
Report title 2: Mission Valley Bank
Footer Text: 02/02/2023-03/01/2023

GL Account #	GL Account Description	Total
3401	Health & Welfare Benefits - Credentialed positions	3,157.49
3402	Health & Welfare Benefits - Classified positions	5,976.20
4110	Core Curriculum - Texts, Workbooks, etc	116.05
4120	Core Curriculum - Software & Programs	1,237.54
4130	Other Curriculum	14,904.97
4305	Educational Supplies (Classroom, Project, SpEd, Etc)	3,309.48
4325	Custodial Supplies	238.21
4330	Health & Safety	163.48
4335	Home Study Stipend	6,549.97
4340	Office Supplies	848.62
4345	Printing & Reproduction Supplies	208.67
4355	Facilities Supplies	183.46
4710	Vended Food Service	8,057.70
5230	Conference & Workshop Registration Fees	1,120.00
5240	Professional Development - Meetings & Collaborations	1,648.98
5310	Professional Dues, Memberships, and Subscriptions	1,291.52
5410	Liability Insurance	1,702.11
5510	Utilities - Electricity	3,595.87
5540	Utilities - Trash	2,067.53
5630	Repairs & Maintenance - Facilities	2,814.41
5803	Professional Services - Business Services	1,500.00
5804	Professional Services - Auditing & Tax Preparation	1,968.75
5826	Operating Expenditures - Interest	26.57
5827	Operating Expenditures - Other Benefit Fees	57.80
5829	Operating Expenditures - Events	-27.48
5830	Operating Expenditures - Marketing & Advertising	506.50
5840	Operating Expenditures - Software Licenses	2,731.50
5850	Student Services Expenditures - Student Information System	951.78
5853	Student Services Expenditures - Student & Group Activities	2,684.38
5855	Student Services Expenditures - Substitutes	4,872.00
5910	Telephone & Fax	955.60
5920	Internet Services	389.96
5940	Postage Expense	165.81
Grand Total		\$ 75,975.43



Electronic Form 700 Details

for Board Members and Required Staff

County Required Annual Filing Due By April 1

Required Electronic Filing Directions:

- Email will come from "COI-Desk" which is the County Form 700 electronic oversight system
- Initial email will contain your User ID and Temporary Password for the Electronic Filing System
 - A request to change your Password will be initiated
 - Hint - It is easier to put the initial password in by copy and pasting
 - Save User ID and Password for future annual filings of the required Form 700 using this electronic system
- When filing you must use Explorer or GoggleCrome as your Internet platform for this system to run efficiently - If one does not work it is recommended to use the other.
- The electronic filing system cannot be used on a Tablet or Phone
- The Cover Page will be filled in for you using this system (Name, Agency Name, Division, Your Position, Jurisdiction of Office, Type of Statement)
- Section 4 - Schedule Summary
 - If you have nothing to report select "NONE"
 - Then, click "Continue"
 - Then click "Continue with Confirmation"
 - Then, check the box for "I acknowledge"
 - Then, click "Submit"
 - If you have schedules to report
 - Click "Continue" instead of "none"
 - Chose the tab at the top for the appropriate schedules that you need to submit information
 - Then, apply the changes to the document and preview the document
 - Then click "Continue with Confirmation"
 - Then, check the box for "I acknowledge"
 - Then, click "Submit"

Annual Filing Due By April 1

email - kim.lvtle@ileadcalifornia.org for support



iLEAD AGUA DULCE
Full-Time and Part-Time Hourly Employee Holiday Benefit Policy
Board Approved :

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

Holiday Benefit Policy Effective July 1, 2023 through June 30, 2024

Eligibility

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

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

Hourly full-time employees will receive their normal rate of pay for holidays identified by iLEAD and set forth on a schedule issued by Employee Services annually.

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

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

Paid Holiday

iLEAD recognizes the following paid holidays each year:

- New Year's Day (1/1)
- Martin Luther King Day (1/15)
- Presidents' Day (2/19)
- Memorial Day (5/27)
- Juneteenth (6/19)



- Independence Day (7/4)
- Labor Day (9/4)
- Veterans' Day (11/10)
- Thanksgiving Holiday (11/23 & 11/24)
- Christmas (12/25)

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

Procedures

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

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

Religious Holidays

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

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, iCA and 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, iCA and 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 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, irrevocable, 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.
- b. All reasonable costs and expenses that iCA incurs under this section related to Assigned IP will be at the applicable School's expense or as otherwise set forth in the Shared Resource Agreement entered into between iCA and the Schools ("**Shared Resource Agreement**").

All costs and expenses that iCA incurs under this section related to Shared IP will be paid for by the SC Budget (defined below) or as otherwise set forth in the Shared Resource Agreement.

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 five 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**"), 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 in total; (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

- g. **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.
- h. **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.
- i. **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.”

- j. **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

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
- scvipprogram.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