



MEETING AGENDA - iLEAD Lancaster Board

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

Meeting

Meeting Date	Thursday, March 9, 2023
Start Time	6:00 PM
End Time	7:30 PM
Location	Address: 254 E. Ave. K4, Lancaster, CA 93535
Purpose	Regular scheduled meeting

Agenda

1. Opening Items

1.1. Call The Meeting To Order

1.2. Roll Call

1.3. Pledge Of Allegiance

1.4. Approve Agenda

1.5. Approve Minutes

Documents

- Minutes 2.9.2023 v1.pdf
-

2. Curriculum Moment

2.1. Curriculum Moment

3. Public Comments

3.1. Public Comments

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

4. Consent Items

4.1. Personnel Report

Documents

- Lancaster Personnel Report 3.9.2023.pdf
-



4.2. Check Register

Documents

- Lancaster Payment Register 20230301.pdf
-

5. Discussion And Reports

5.1. School Director Report

5.2. Annual Form 700

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
-

6. Action Items

6.1. Brown Act Meeting Guidelines

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

6.2. 2023-2024 Holiday Policy

Discuss and take action regarding the Holiday Policy.

Documents

- iLEAD Lancaster Holiday Policy 23-24.pdf
-

6.3. Revised IP Governance Agreement

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

Documents

- Redline #2 iCA - Schools IP Assignment & Governance Agreement.pdf
-

6.4. Board Member Positions

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

7. Board Comments

7.1. Board Comments

8. Closing Items

8.1. Promotion/Graduation Date

The 8th Grade Promotion Ceremony will take place on Thursday, June 15, 2023.

8.2. Board Member Celebration and Training



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

8.3. Next Meeting Date

Our next regularly scheduled Board Meeting will take place on Thursday, April 6, 2023.

8.4. 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 Lancaster Board

Meeting

Date	Thursday, February 9, 2023
Started	6:02 PM
Ended	6:28 PM
Location	This meeting will be held virtually. You may join us on ZOOM at: Zoom https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular Scheduled Meeting
Chaired by	Latorra Saxton
Recorder	KeKe Montoya

Minutes

1. Opening Items

1.1. Call The Meeting To Order

The meeting was called to order at 6:02 PM.

Status: Completed

1.2. Roll Call

LaTorra and Beth were present.

LaNeshae was absent.

Status: Completed

1.3. Pledge Of Allegiance

The Pledge of Allegiance was recited.

Status: Completed

1.4. Approve Agenda

Motioned: Beth

Seconded: LaTorra

Unanimously Approved

Due date:

Status: Completed

1.5. Approve Minutes

Motioned: LaTorra

Seconded: Beth

Unanimously Approved

Due date:

Status: Completed

Documents

- Minutes 12.13.2022.pdf
-

2. Curriculum Moment

2.1. Curriculum Moment

Kammy Bell, iLEAD Lancaster's Social Worker and Kindness Club Coordinator, presented the Curriculum Moment by sharing all of the wonderful things The Kindness Club has been doing over the last several months and how they are making a positive difference in our community. Every month The Kindness Club partners with One Love Ministries and has helped feed over 100 families. Back in December they visited a Senior assisted living facility, interacted with them learning about empathy, had a dance party, ate pizza and took homemade cards and crafts for them. During the Holidays, they had a coat drive and toy drive to help those less fortunate families and were able to provide gift wrap and toys to 27 families. Kammy mentioned the Kindness Club will soon be partnering with Grace Resources.

Status: Completed

3. Public Comments

3.1. Public Comments

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

No public comments were made.

Status: Completed

4. Consent Items

4.1. Personnel Report

Motioned: LaTorra

Seconded: Beth

Unanimously Approved

Due date:

Status: Completed

Documents

- 02.09.23_Lancaster__PersonnelReport.docx.pdf
-

4.2. Check Register



Motioned: LaTorra

Seconded: Beth

Unanimously Approved

Due date:

Status: Completed

Documents

- Lancaster Payment Register_20230201.pdf
-

4.3. Revised 2020 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.

Motioned: LaTorra

Seconded: Beth

Unanimously Approved

Due date:

Status: Completed

Documents

- iLead Charter Schools_Amended Return DRAFT.pdf
-

4.4. Contracts over \$10K

Motioned: LaTorra

Seconded: Beth

Unanimously Approved

Due date:

Status: Completed

Documents

- CEEDTV Spring 2023 Agreement.pdf
 - STEMulate 2022-2023 Proposal.pdf
-

5. Discussion And Reports

5.1. School Director Report

Nykole presented her School Director's Report.

Status: Completed

Documents

- Director Board Report Feb 22-23.pdf
-

5.2. ADP Time Off Requests and Bill.com Reimbursement Process

Discuss process regarding School Director time off requests and reimbursements.



Kim presented the ADP Time-Off requests and Bill.com Reimbursement Process.

LaTorra will be notified for Nykole Kent's Time-off Requests.

Beth will be notified of Nykole Kent's Reimbursement Requests.

Motioned: LaTorra

Seconded: Beth

Unanimously Approved

Status: Completed

5.3. Brown Act Meeting Requirements

Discuss New Brown Act Requirements

Kim presented the Brown Act Meeting Requirements and answered questions of the Board.

Status: Completed

Documents

- iLEAD Lancaster - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements (18).pdf
 - New Brown Act Changes - January 2023.pdf
-

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.

Allison Bravo presented the School Accountability Report Card.

Motioned: LaTorra

Seconded: Beth

Unanimously Approved

Due date:

Status: Completed

Documents

- Lancaster 21-22 SARC.pdf
-

6.2. 2023-2024 School Calendar

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

Cassandra Coleman presented the 2023-2024 School Calendar.

Motioned: Beth

Seconded: LaTorra

Unanimously Approved

Due date:

Status: Completed

Documents

- 2023-24 iLEAD Calendars.xlsx.pdf

6.3. Nepotism Policy

Discuss and take action regarding the Nepotism Policy.

Natasha Baugh presented the Nepotism Policy.

Motioned: LaTorra

Seconded: Beth

Unanimously Approved

Due date:

Status: Completed

Documents

- iLEAD Lancaster Anti-Nepotism Policy 2023.pdf

6.4. Revised Employee Guidebook

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

Natasha Baugh presented the Revised Employee Guidebook.

Motioned: LaTorra

Seconded: Beth

Unanimously Approved

Status: Completed

Documents

- iLEAD Lancaster _ Employee Guidebook(Updated Jan. 2023).pdf

6.5. Revised Security Camera Usage Policy

Discuss and take action regarding the revised Security Camera Usage Policy.

Shannon Barragan presented the Revised Security Camera Usage Policy.

Motioned: LaTorra

Seconded: Beth

Unanimously Approved

Status: Completed

Documents

- iLEAD Lancaster Camera Policy(Jan2023).pdf

7. Board Comments

7.1. Board Comments

LaTorra thanked everyone for all of their hard work.



Beth stated "Kindness goes a long way when we put more emphasis on it."

Status: Completed

8. Closing Items

8.1. Next Meeting Date

The next meeting will be held on Thursday, March 9, 2023 @ 6:00 PM.

The meeting will be in person.

Status: Completed

8.2. Adjournment

The meeting was adjourned at 6:28 PM.

Status: Completed

EMPLOYMENT - NEW HIRES

Armstrong, Jenifer	Facilitator - Substitute	02.06.2023
Hall, Stephanie	Facilitator - Substitute	02.13.2023

RESIGNATIONS/TERMINATIONS

Monroe, Christy	Office Manager	02.09.2023
Novak, Angelica	Facilitator	02.01.2023

STATUS CHANGE

N/A

Company name: iLEAD Lancaster Charter
Report name: Check Register
Report title 2: Mission Valley Bank
Footer Text: 02/02/2023-03/01/2023
Created on: 3/3/23
Location: 112--iLEAD Lancaster Charter

Date	Vendor	Amount
2/2/23	EMP1124	227.41
2/2/23	EMP1392	210.99
2/2/23	EMP1563	4.93
2/2/23	EMP2327	36.65
2/2/23	EMPO000--Empower Generations.	1,594.79
2/2/23	FIDE000--Fidelity Security Life Insurance Company	208.83
2/2/23	HOME006--Home Depot Credit Services.	994.33
2/2/23	iLEA010--iLEAD Online Charter	456.00
2/2/23	LAKE000--Lakeshore Learning Materials	3,026.36
2/2/23	LLKM000--Kenneshia Montoya	98.73
2/2/23	MINU000--Minuteman Press	14.58
2/2/23	OFFI000--ODP Business Solutions LLC	145.86
2/2/23	SKYL003--Skylark North	-2,530.00
2/2/23	THYS000--ThyssenKrupp Elevator Corp	1,194.57
2/2/23	WORT000--Worthington Direct Holding, LLC	927.12
2/3/23	SKYL003--Skylark North	2,530.00
2/8/23	EMP0253	-35.75
2/9/23	AMAZ112--Amazon Capital Services (Lanc)	1,335.33
2/9/23	APPL000--Apple Inc	17,826.70
2/9/23	BILL001--Bill's Landscaping, Inc	2,680.00
2/9/23	BOOK000--BookShark LLC	274.44
2/9/23	EMP0253	35.75
2/9/23	EMP0767	119.82
2/9/23	EMP1300	400.00
2/9/23	EMP2364	215.72
2/9/23	GAS112A--SoCalGas 7188	8,501.13
2/9/23	GUER000--Guerrero, Laura A.	140.00
2/9/23	JIVE000--Jive Communications, Inc.	602.93
2/9/23	LAKE000--Lakeshore Learning Materials	671.87
2/9/23	MCRU000--McRuffy Press, LLC	349.85
2/9/23	QUIL000--Quill*	377.75
2/9/23	RAIN000--Rainbow Resource Center Inc [P]	928.21
2/9/23	SCHO009--School Pathways LLC	57.87
2/9/23	SCK000--Southern California Kindergarten Conference, INC.	2,520.00
2/9/23	SCOO000--Scoot Education	2,321.00
2/9/23	STEM005--Stemulate Learning, LLC	5,000.00
2/9/23	TIMB000--Timberdoodle [P]	869.46

Date	Vendor	Amount
2/9/23	WAS112A--Waste Management 3003.	1,751.64
2/13/23	AMAZ112--Amazon Capital Services (Lanc)	38.96
2/13/23	BLAN003--Blank Shirts, Inc	1,124.77
2/13/23	DEW112A--Dewey Pest Control 7179**	167.00
2/13/23	EMP0591	176.97
2/13/23	EMP0747	61.57
2/13/23	EMP0906	65.66
2/13/23	EMP2176	61.57
2/13/23	EMP2281	61.57
2/13/23	FRAN000--Franklin Covey Inc	696.31
2/13/23	FRON000--Frontier	103.59
2/13/23	FRON000--Frontier	188.29
2/13/23	FRON000--Frontier	171.37
2/13/23	FRON000--Frontier	102.81
2/13/23	FRON000--Frontier	181.92
2/13/23	IMAG001--Image 2000, Inc	2,201.31
2/13/23	QCLO000--QC Locksmith	1,020.57
2/15/23	OPEN003--Open Up Resources	8,725.23
2/15/23	THEH000--The Hidden Dojo	1,230.50
2/16/23	BOOK000--BookShark LLC	513.04
2/16/23	MATH002--Math-U-See, Inc [S]	59.10
2/16/23	QUIL000--Quill*	356.11
2/16/23	RAIN000--Rainbow Resource Center Inc [P]	544.40
2/16/23	TEAC002--Teacher Synergy [P]	109.00
2/22/23	AMAZ112--Amazon Capital Services (Lanc)	345.31
2/22/23	ARBO001--Arbor Learning Community [S]	320.00
2/22/23	ARTH000--First Insurance Funding	4,255.59
2/22/23	BEND002--Piano Boise LLC	70.00
2/22/23	COLO001--Colosky's Math Academy	138.88
2/22/23	EMP0591	61.57
2/22/23	EMP0747	53.32
2/22/23	FRON000--Frontier	190.16
2/22/23	FRON000--Frontier	103.59
2/22/23	GIBS001--Gibson Music Studio	1,330.00
2/22/23	HEWI001--Hewitt Learning	171.28
2/22/23	HOPS000--HopSkipDrive, INC	2,025.60
2/22/23	HORS000--Kim Wineland (Horse ETC)	200.00
2/22/23	HUCK000--HuckleBerry Center for Creative Learning [S]	1,776.00
2/22/23	iLEA010--iLEAD Online Charter	1,534.25
2/22/23	iLEA010--iLEAD Online Charter	185.00
2/22/23	ILEA300--iLEAD California	1,000.00
2/22/23	LAWO000--Law Offices of Young, Minney & Corr, LLP	152.50
2/22/23	LEAR000--Learn Beyond The Book LLC [S]	180.00

Date	Vendor	Amount
2/22/23	LEGA003--Legal Shield	229.70
2/22/23	MCCL000--McClure & Co.	190.00
2/22/23	MELB000--Mel Booker Music	575.00
2/22/23	OFFI000--ODP Business Solutions LLC	70.67
2/22/23	PURE000--Pure Oasis Water	76.70
2/22/23	QCLO000--QC Locksmith	3,061.50
2/22/23	QUIL000--Quill*	10.46
2/22/23	RAIN000--Rainbow Resource Center Inc [P]	629.22
2/22/23	SCHO009--School Pathways LLC	136.50
2/22/23	SEAS000--Sea Supply	340.71
2/22/23	SYLV003--DKM Learning, LLC	400.00
2/22/23	TIME001--Time4Learning [S]	250.00
2/22/23	WEXH000--WEX Health Inc.	20.40
2/22/23	WEXH000--WEX Health Inc.	23.80
2/22/23	WEXH000--WEX Health Inc.	23.80
2/22/23	WEXH000--WEX Health Inc.	20.40
2/23/23	LORE000--Lorena's Party Supply	2,700.00
2/27/23	AIRM000--Air Masters Inc	3,565.00
2/27/23	AMAZ112--Amazon Capital Services (Lanc)	1,427.41
2/27/23	ANTE011--Antelope Valley Plumbing, Inc	350.00
2/27/23	CORD000--Cordero, Efrain	240.00
2/27/23	EDI112A--Southern California Edison 1256.	4,365.81
2/27/23	EMP1009	74.32
2/27/23	EMP1482	91.59
2/27/23	EMP1763	35.75
2/27/23	EMP2069	92.71
2/27/23	FIDE000--Fidelity Security Life Insurance Company	285.44
2/27/23	FRES001--Fresh Start Healthy Meals, Inc.	15,757.65
2/27/23	ILEA300--iLEAD California	21,248.12
2/27/23	JACK000--JackKris Publishing [P]	34.99
2/27/23	KIWI000--KIWICO [P]	309.73
2/27/23	OFFI000--ODP Business Solutions LLC	61.59
2/27/23	OUTS000--Outschool, Inc [S]	180.00
2/27/23	PIT112A--Pitney Bowes 3317	4.99
2/27/23	SCOO000--Scoot Education	5,916.00
2/27/23	SEAS000--Sea Supply	3,427.52
2/27/23	VANL000--Amy Van Leuven	390.00
2/27/23	WARD000--Ward's Science	171.04
3/1/23	CIGN000--Cigna Healthcare	2,987.41
3/1/23	CONR001--Palmdale School of Music Inc.	352.00
3/1/23	EDTE000--EdTech 101	21,526.00
3/1/23	FIDE000--Fidelity Security Life Insurance Company	420.47
3/1/23	GUER000--Guerrero, Laura A.	140.00

Date	Vendor	Amount
3/1/23	HOME000--Home Science Tools [P]	294.59
3/1/23	HOME006--Home Depot Credit Services.	2,271.12
3/1/23	KAIS000--Kaiser Foundation Health Plan	31,603.90
3/1/23	NAVI001--Navigate360, LLC	1,000.00
3/1/23	PURC000--Purchase Power	39.00
3/1/23	PURE000--Pure Oasis Water	76.70
3/1/23	QUIL000--Quill*	90.48
3/1/23	RAIN000--Rainbow Resource Center Inc [P]	119.24
3/1/23	SCH0009--School Pathways LLC	546.00
3/1/23	SCHU000--Schuesler, Leah [S]	120.00
3/1/23	SEAS000--Sea Supply	105.34
3/1/23	SEAS000--Sea Supply	1,307.12
3/1/23	WECR000--We Craft Box	37.44
		217,964.87

Company name: iLEAD Lancaster Charter
Report name: Check Register GL Total
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	22,717.13
3402	Health & Welfare Benefits - Classified positions	13,018.62
4110	Core Curriculum - Texts, Workbooks, etc	8,936.22
4120	Core Curriculum - Software & Programs	2,685.02
4130	Other Curriculum	456.00
4210	Professional Development References	696.31
4305	Educational Supplies (Classroom, Project, SpEd, Etc)	2,439.60
4325	Custodial Supplies	5,180.69
4335	Home Study Stipend	17,082.09
4340	Office Supplies	2,502.75
4345	Printing & Reproduction Supplies	2,212.32
4350	Spiritwear	1,124.77
4410	Classroom Furniture & Equipment	3,741.09
4420	NonClassroom Furniture & Equipment	986.39
4430	IT Equipment & Supplies	39,450.78
4710	Vended Food Service	15,757.65
4740	Cafe Other Supplies	4.93
5220	Travel for Intersite Business - Mileage	0.00
5230	Conference & Workshop Registration Fees	4,955.29
5240	Professional Development - Meetings & Collaborations	5,255.98
5310	Professional Dues, Memberships, and Subscriptions	5,066.53
5410	Liability Insurance	4,190.19
5510	Utilities - Electricity	4,365.81
5520	Utilities - Gas	8,501.13
5540	Utilities - Trash	1,751.64
5630	Repairs & Maintenance - Facilities	14,582.12
5660	Repairs & Maintenance - Other Equipment	2,700.00
5803	Professional Services - Business Services	1,500.00
5806	Professional Services - Consultant Fees	1,968.57
5808	Professional Services - Legal Fees	152.50
5824	Operating Expenditures - Fundraising & Grantwriting	230.29
5825	Operating Expenditures - Banking Charges & Fees	39.00
5826	Operating Expenditures - Interest	65.40
5827	Operating Expenditures - Other Benefit Fees	88.40
5829	Operating Expenditures - Events	655.64
5840	Operating Expenditures - Software Licenses	9,537.30
5850	Student Services Expenditures - Student Information System	740.37
5852	Student Services Expenditures - Special Education Contracted	2,025.60
5853	Student Services Expenditures - Student & Group Activities	473.69
5855	Student Services Expenditures - Substitutes	8,237.00
5910	Telephone & Fax	1,644.66
5940	Postage Expense	245.40
Grand Total		\$217,964.87



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 LANCASTER
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 Lancaster ("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