



## MEETING AGENDA - iLEAD Lancaster Board

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

### Meeting

<b>Meeting Date</b>	Wednesday, May 24, 2023
<b>Start Time</b>	6:00 PM
<b>End Time</b>	7:30 PM
<b>Location</b>	Address: 254 E. Ave. K-4, Lancaster, CA 93535
<b>Purpose</b>	Regular scheduled meeting

### Agenda

#### 1. Opening Items

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1.1. Call The Meeting To Order

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1.2. Roll Call

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1.3. Pledge Of Allegiance

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1.4. Approve Agenda

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1.5. Approve Minutes

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#### 2. Curriculum Moment

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2.1. Curriculum Moment

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#### 3. Public Comments

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3.1. Public Comments

The public may address the iLEAD Lancaster governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes for agenda items, 2 minutes for items not on the agenda, and 20 minutes for all comments.

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#### 4. Consent Items

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4.1. Personnel Report

##### Documents

- 5.11.23\_LancasterPersonnelReport.docx.pdf
- 

4.2. Check Register



#### Documents

- Lancaster Payment Register Summary 20230517.pdf
  - Lancaster Payment Register 20230517.pdf
- 

### 4.3. Contracts over \$10K

#### Documents

- PO #iLEAD-2222 - Metro Floors.pdf
  - Apple Proposal #2111150961.pdf
  - United Rentals Sales Quote - Scissor Lift.pdf
  - Kitchen Equipment Bid.pdf
- 

## 5. Discussion And Reports

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### 5.1. School Director Report

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## 6. Action Items

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### 6.1. Annual Request For Federal Title Funding

Request approval to submit for Federal Title I, II, and IV funding for the 2023-2024 school year.

#### Documents

- Annual Request For Federal Title Funding - iLEAD Lancaster (1).pdf
- 

### 6.2. Board Member Positions

Discussion and action regarding the possible removal of a School Board Director according to Article IV Section 6 of the iLEAD Lancaster Bylaws.

#### Documents

- Approved - 2019.10.15 Amended Bylaws iLEAD Lancaster (3).pdf
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### 6.3. 2023-2024 Vacation Policy

Discuss and take action on 2023-2024 Vacation Policy.

#### Documents

- 2023 - 2024 Vacation Policy - iLEAD Lancaster (1).pdf
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## 7. Board Comments

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### 7.1. Board Comments

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## 8. Closing Items

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### 8.1. Promotion/Graduation Date

Thursday, June 15, 2023.

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### 8.2. Next Board Meeting Date

Thursday, June 22, 2023.





#### Documents

- Minutes-2023-04-18-v1 (1).pdf
- Minutes-2023-03-09-v1 (1) (1).pdf
- Minutes-2023-04-06-v1 (1).pdf
- Minutes-2023-03-14-v1 (1).pdf

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### 8.3. Adjournment

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

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

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



## MEETING MINUTES - iLEAD Lancaster Board

### Meeting

	<b>Special meeting</b>
<b>Date</b>	Tuesday, April 18, 2023
<b>Started</b>	6:06 PM
<b>Ended</b>	8:01 PM
<b>Location</b>	Address: 254 E. Ave. K-4, Lancaster, CA 93535
<b>Purpose</b>	Board Member Position
<b>Chaired by</b>	Kim Lytle
<b>Recorder</b>	KeKe Montoya

### Minutes

## 1. Opening Items

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### 1.1. Call The Meeting To Order

The meeting was called to order at 6:06 PM.

**Status:** Completed

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### 1.2. Roll Call

LaNeshae, Bridget and Beth were present. LaTorra arrived at 6:40 PM.

Eric was absent.

**Status:** Completed

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### 1.3. Pledge Of Allegiance

**Status:** Completed

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### 1.4. Approve Agenda

Motioned: Beth

Seconded: Bridget

Unanimously Approved

**Status:** Completed

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## 2. Public Comments

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### 2.1. 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 for agenda items, 2 minutes for items not on the agenda, and 20 minutes for all comments.



No public comments were made.

**Status:** Completed

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### 3. Action Items

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#### 3.1. Board Member Position

Discussion and action regarding the possible removal of a School Board Director according to Article IV Section 6 of the iLEAD Lancaster Bylaws.

Discussion was made of item 3.1. No motion was made.

**Due date:**

**Status:** Completed

Documents

- Approved - 2019.10.15 Amended Bylaws iLEAD Lancaster (2).pdf
- 

### 4. Board Comments

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#### 4.1. Board Comments

No board comments were made.

**Status:** Completed

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### 5. Closing Items

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#### 5.1. Next Meeting Date - May 11, 2023

**Status:** Completed

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#### 5.2. Adjournment

The meeting was adjourned at 8:01 PM.

**Status:** Completed

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## MEETING MINUTES - iLEAD Lancaster Board

### Meeting

<b>Date</b>	Thursday, April 6, 2023
<b>Started</b>	6:10 PM
<b>Ended</b>	6:59 PM
<b>Location</b>	Address: 254 E. Ave. K-4, Lancaster, CA 93535
<b>Purpose</b>	Regular scheduled meeting
<b>Chaired by</b>	Latorra Saxton
<b>Recorder</b>	KeKe Montoya

### Minutes

## 1. Opening Items

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### 1.1. Call The Meeting To Order

The meeting was called to order at 6:10 PM.

**Status:** Completed

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### 1.2. Roll Call

All Board Members were present.

**Status:** Completed

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### 1.3. Pledge Of Allegiance

The Pledge of Allegiance was recited.

**Status:** Completed

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### 1.4. Approve Agenda

Motioned: Beth

Seconded: Bridget

Unanimously Approved

**Status:** Completed

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### 1.5. Approve Minutes

Motioned: Beth

Seconded: LaTorra

Unanimously Approved

**Status:** Completed

### Documents

- Minutes-2023-03-29-v1.pdf
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## 2. Curriculum Moment

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### 2.1. Curriculum Moment

The Curriculum Moment was presented by First Grade. Their Driving Question was: How can I use tools and found things to make something magnificent? Adam, Holly, and Gemma presented their hand made projects. They learned clay is hard at first, after molding it, the clay becomes soft. The learners made clay lines using playdoh, science tools and kitchen tools to sculpt their projects. The learners used books for inspiration. For their "found thing", they made a trash sorter robot made out of a box and plastic bag, a ballet cat that won many trophies, and a basketball hoop out of a shoe box.

**Status:** Completed

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## 3. Public Comments

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### 3.1. Public Comments

The public may address the iLEAD Lancaster governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes for agenda items, 2 minutes for items not on the agenda, and 20 minutes for all comments.

No public comments were made.

**Status:** Completed

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## 4. Consent Items

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### 4.1. Personnel Report

Motioned: LaTorra

Seconded: LaNeshae

Unanimously Approved

**Status:** Completed

Documents

- 04.06.23\_LancasterPersonnelReport.docx.pdf
- 

### 4.2. Check Register

Motioned: LaTorra

Seconded: LaNeshae

Unanimously Approved

**Status:** Completed

Documents

- Lancaster Payment Register 20230329.pdf
  - Lancaster Payment Register Summary 20230329.pdf
- 

## 5. Discussion And Reports

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### 5.1. School Director Report

Nycole presented her Director's Report and answered questions of the Board.

**Status:** Completed

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## 6. Action Items

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### 6.1. 2022-2023 Annual Audit Agreement

Discuss and take action regarding the 2022-2023 Annual Audit Agreement.

Kim presented the 2022-2023 Annual Audit Agreement.

Motioned: Beth

Seconded: LaNeshae

Unanimously Approved

**Due date:**

**Status:** Completed

Documents

- iLEAD Lancaster 22\_23 Audit Proposal - Christy White, Inc..pdf
- 

### 6.2. Revised EL Master Plan and Reclassification Process

Discuss and take action regarding the Revised EL Master Plan and Reclassification Process.

Michelle Bowes presented the Revised EL Master Plan and Reclassification Process and answered questions of the Board.

Motioned: LaTorra

Seconded: LaNeshae

Unanimously Approved

**Due date:**

**Status:** Completed

Documents

- FINAL VERSION EL MP LANCASTER 3\_2023.pdf
- 

### 6.3. 2022-2023 Second Interim Finance Report

Discuss and take action regarding the second interim finance report.

Kim presented the 2022-2023 Second Interim Finance Report.

Motioned: LaNeshae

Seconded: Bridget

Unanimously Approved and Ratified

**Due date:**

**Status:** Completed



## Documents

- FY22.23 Alernative Form & MYP iLEAD Lancaster.pdf
- 

## 7. Board Comments

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### 7.1. Board Comments

LaTorra and LaNeshae welcomed the new board members. Beth stated the Board should have a special Board Member Meeting so everyone understands their role and responsibilities. Eric stated he will be away on a business trip.

**Status:** Completed

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## 8. Closing Items

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### 8.1. Next Meeting Date

Our next regularly scheduled Board Meeting will take place on Thursday, May 11, 2023 at 6:00 PM.

**Status:** Completed

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### 8.2. Board Member Celebration and Training

iLEAD CA has planned a Board Member Celebration and training on Thursday, April 27, 2023 at 5:30 PM. Look for the invitation and RSVP.

LaTorra mentioned her birthday is on April 27th so she will not be in attendance at the Board Member Celebration and Training.

**Status:** Completed

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### 8.3. Promotion/Graduation Date

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

**Status:** Completed

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### 8.4. Adjournment

The meeting was adjourned at 6:59 PM.

**Status:** Completed

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# MEETING MINUTES - iLEAD Lancaster Board

## Meeting

<b>Date</b>	Thursday, March 9, 2023
<b>Started</b>	6:01 PM
<b>Ended</b>	6:53 PM
<b>Location</b>	Address: 254 E. Ave. K4, Lancaster, CA 93535
<b>Purpose</b>	Regular Scheduled Meeting
<b>Chaired by</b>	Latorra Saxton
<b>Recorder</b>	KeKe Montoya

## Minutes

### 1. Opening Items

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#### 1.1. Call The Meeting To Order

The meeting was called to order at 6:01 PM.

**Status:** Completed

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#### 1.2. Roll Call

LaTorra and Beth were present. LaNeshae arrived prior to Nykole presenting her Board Director's report.

**Status:** Completed

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#### 1.3. Pledge Of Allegiance

The Pledge of Allegiance was recited.

**Status:** Completed

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#### 1.4. Approve Agenda

Motioned: LaTorra

Seconded: Beth

Unanimously Approved

**Due date:**

**Status:** Completed

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#### 1.5. Approve Minutes

Motioned: Beth

Seconded: LaTorra

Unanimously Approved

**Due date:**

**Status:** Completed





#### Documents

- Minutes 2.9.2023 v1.pdf
- 

## 2. Curriculum Moment

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### 2.1. Curriculum Moment

Kathleen Fredette presented the DreamUp to Space initiative and explained iLEAD's space research history. Delilah Perez, Principal Investigator and Axel Aguilar presented the effects of microgravity and explained they are fundraising to raise funds to attend the Kennedy Rocket launch in December and answered questions of the Board.

**Status:** Completed

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## 3. Public Comments

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### 3.1. Public Comments

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

No public comments were made.

**Status:** Completed

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## 4. Consent Items

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### 4.1. Personnel Report

Motioned: LaTorra

Seconded: Beth

Unanimously Approved

**Due date:**

**Status:** Completed

#### Documents

- Lancaster Personnel Report 3.9.2023.pdf
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### 4.2. Check Register

Motioned: Beth

Seconded: LaTorra

Unanimously Approved

**Due date:**

**Status:** Completed

#### Documents

- Lancaster Payment Register 20230301.pdf
-

## 5. Discussion And Reports

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### 5.1. School Director Report

Nykole presented her School Director Report.

**Status:** Completed

Documents

- Director Board Report Mar 22-23 - Google Docs.pdf
- 

### 5.2. Annual Form 700

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

LaTorra reminded the Board they have until April 1, 2023 to fill out this form.

**Status:** Completed

Documents

- Annual Form 700 Electronic File Support Document.pdf
- 

## 6. Action Items

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### 6.1. Brown Act Meeting Guidelines

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

Motioned: LaTorra

Seconded: Beth

Unanimously Approved

**Due date:**

**Status:** Completed

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### 6.2. 2023-2024 Holiday Policy

Discuss and take action regarding the Holiday Policy.

Amanda presented the 2023-2024 Holiday Policy.

Motioned: LaTorra

Seconded: LaNeshae

Unanimously Approved

**Due date:**

**Status:** Completed

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".



Beth Motioned to make the word revocable "irrevocable" in section 2 Licensing.

Seconded: LaNeshae

Unanimously Approved

**Due date:**

**Status:** Completed

Documents

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

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## 6.4. Board Member Positions

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

The Board Members and Potential Board Members introduced themselves.

LaTorra Motioned to table the Board Member selection until Tuesday, March 14, 2023 at 7:00 PM.

Seconded: Beth

Unanimously Approved

**Due date:** 3/14/2023

**Status:** Deferred until 3/14/2023

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## 7. Board Comments

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### 7.1. Board Comments

Beth thanked Nykole for the phone call she received regarding the flood. LaNeshae said there was a well thought out plan in motion with minimal disruption to our learners. LaNeshae also stated how she appreciated the information being relayed in a timely manner.

**Status:** Completed

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## 8. Closing Items

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### 8.1. Promotion Date

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

**Status:** Completed

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### 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.

**Status:** Completed

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### 8.3. Next Meeting Date

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

**Status:** Completed

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#### 8.4. Adjournment

The meeting was adjourned at 6:53 PM.

**Status:** Completed

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## MEETING MINUTES - iLEAD Lancaster Board

### Meeting

<b>Date</b>	Tuesday, March 14, 2023
<b>Started</b>	7:01 PM
<b>Ended</b>	7:53 PM
<b>Location</b>	Address: 254 E. Ave. K-4, Lancaster, CA 93535
<b>Purpose</b>	Special Board Meeting
<b>Chaired by</b>	Latorra Saxton
<b>Recorder</b>	KeKe Montoya

### Minutes

## 1. Opening Items

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### 1.1. Call The Meeting To Order

The meeting was called to order at 7:01 PM.

**Status:** Completed

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### 1.2. Roll Call

All Board Members were present.

**Status:** Completed

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### 1.3. Pledge Of Allegiance

The Pledge of Allegiance was recited.

**Status:** Completed

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### 1.4. Approve Agenda

Motioned: LaNeshae

Seconded: LaTorra

Unanimously Approved

**Status:** Completed

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## 2. Public Comments

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### 2.1. 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 for agenda items, 2 minutes for items not on the agenda, and 20 minutes for all comments.

No Public Comments were made.



**Status:** Completed

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### 3. Action Items

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#### 3.1. Board Member Positions

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

The Board discussed the Candidates and decided to table the meeting until Wednesday, March 29, 2023 at 4:15 PM.

Motioned: LaTorra

Seconded: LaNeshae

Unanimously Approved

**Due date:** 3/29/2023

**Status:** Deferred until 3/29/2023

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### 4. Board Comments

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#### 4.1. Board Comments

No Board Comments were made.

**Status:** Completed

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### 5. Closing Items

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#### 5.1. Next Meeting Date

Our next Special Board Meeting will be held on Wednesday, March 29, 2023 at 4:15 PM in person.

**Status:** Completed

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#### 5.2. Adjournment

The meeting was adjourned at 7:53 PM.

**Status:** Completed

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**EMPLOYMENT - NEW HIRES**

Williams, Diane	Care Team - PlaySpace Advisor	03.30.2023
Sandoval, Azalea	Office Assistant	04.24.2023

**RESIGNATIONS/TERMINATIONS**

Ledesma, Fernando Luis

Care Team - Classroom Support

04.07.2023



**STATUS CHANGE**

Briseno, Lea

Hourly to Salary

04.24.2023

**Company Name:** iLEAD Lancaster Charter  
**Report Name:** Payment Register Summary  
**Report Title 2:** Mission Valley Bank  
**Footer Text:** 03/30/2023-05/17/2023

GL Account #	GL Account Description	Total
3401	Health & Welfare Benefits - Credentialed positions	43,960.47
3402	Health & Welfare Benefits - Classified positions	26,951.70
3902	Other Benefits - Classified positions	1,286.34
4130	Other Curriculum	11,257.50
4305	Educational Supplies (Classroom, Project, SpEd, Etc)	4,609.83
4310	Science Supplies	244.89
4317	Assessment Supplies	887.50
4325	Custodial Supplies	2,238.60
4330	Health & Safety	1,044.98
4335	Home Study Stipend	64,139.98
4340	Office Supplies	1,110.40
4345	Printing & Reproduction Supplies	11,462.12
4350	Spiritwear	2,371.84
4355	Facilities Supplies	417.77
4410	Classroom Furniture & Equipment	14,786.05
4420	NonClassroom Furniture & Equipment	7,047.46
4430	IT Equipment & Supplies	2,678.65
4710	Vended Food Service	43,325.60
4720	Food Supplies	1,224.64
5210	Travel for PD, Conferences, & School Development	902.80
5230	Conference & Workshop Registration Fees	908.00
5240	Professional Development - Meetings & Collaborations	26,760.95
5310	Professional Dues, Memberships, and Subscriptions	4,712.00
5510	Utilities - Electricity	4,499.02
5520	Utilities - Gas	3,402.64
5530	Utilities - Water	529.45
5540	Utilities - Trash	6,706.24
5560	Operations - Security	10,036.59
5630	Repairs & Maintenance - Facilities	120,097.02
5660	Repairs & Maintenance - Other Equipment	1,518.28
5801	Professional Services - Service Fees	193,821.88
5804	Professional Services - Auditing & Tax Preparation	19,146.75
5806	Professional Services - Consultant Fees	322.50
5807	Professional Services - BTSA	6,600.00
5808	Professional Services - Legal Fees	549.00
5809	Professional Services - Shared/Leased Employees	24,070.27
5827	Operating Expenditures - Other Benefit Fees	35.06
5829	Operating Expenditures - Events	5,172.52
5850	Student Services Expenditures - Student Information System	1,886.15
5852	Student Services Expenditures - Special Education Contracted	163,745.88

GL Account #	GL Account Description	Total
5853	Student Services Expenditures - Student & Group Activities	2,543.45
5855	Student Services Expenditures - Substitutes	9,396.00
5910	Telephone & Fax	2,181.92
5920	Internet Services	1,108.80
8220	Federal Child Nutrition Programs	69,351.55
8520	State Child Nutrition	43,310.13
9310	Prepaid Expenditures (Expenses)	4,683.84
9535	Retirement Liability	137,973.13
9536	403b Payable	9,800.00
<b>Grand Total</b>		<b>\$1,116,818.14</b>

**Company name:** iLEAD Lancaster Charter  
**Report name:** Payment Register  
**Report title 2:** Mission Valley Bank  
**Footer Text:** 03/30/2023-05/17/2023  
**Created on:** 5/18/23  
**Location:** 112--iLEAD Lancaster Charter

Date	Vendor	Amount
3/31/23	ACOR000--Acorn Naturalists [P]	134.60
3/31/23	AMAZ112--Amazon Capital Services (Lanc)	289.71
3/31/23	BLAC006--Blackbird & Co.	222.81
3/31/23	EIDE000--BIg Life Journal, Inc.	58.90
3/31/23	ERLE000--Erleichda, LLC	93.00
3/31/23	QUIL000--Quill*	863.12
3/31/23	RAIN000--Rainbow Resource Center Inc [P]	1,014.01
4/3/23	LOSA001--Los Angeles County Office of Education (LACOE)	68,754.07
4/3/23	UMBB000--UMB Bank	3,000.00
4/4/23	AIRM000--Air Masters Inc	3,365.00
4/4/23	AMAZ112--Amazon Capital Services (Lanc)	4,859.12
4/4/23	BAY112A--Bay Alarm Company 7272	282.45
4/4/23	CLIF000--Clifton Larson Allen LLP	14,553.00
4/4/23	EMP0831	562.15
4/4/23	EMP1408	23.19
4/4/23	FERG000--Ferguson Enterprises Inc	661.77
4/4/23	iLEA010--iLEAD Online Charter	11,257.50
4/4/23	ILEA300--iLEAD California	62,127.84
4/4/23	ILEA300--iLEAD California	64,410.02
4/4/23	ILEA300--iLEAD California	67,284.02
4/4/23	LEGA003--Legal Shield	229.70
4/4/23	SCOO000--Scoot Education	2,784.00
4/4/23	SERV000--ServPro of Lancaster	75,000.00
4/4/23	WEXH000--WEX Health Inc.	20.40
4/6/23	AIRM000--Air Masters Inc	3,924.00
4/6/23	EDWA00--Edwards, Stevens & Tucker LLP	549.00
4/6/23	EMP0348	47.29
4/6/23	EMP0906	126.68
4/6/23	EMP1204	126.68
4/6/23	GAS112A--SoCalGas 7188	2,275.31
4/6/23	ILEA300--iLEAD California	50,323.23
4/6/23	ILEA300--iLEAD California	50,867.72
4/6/23	ILEA300--iLEAD California	57,056.86
4/6/23	IMAG001--Image 2000, Inc	10,525.47
4/6/23	JIVE000--Jive Communications, Inc.	528.16
4/6/23	QCLO000--QC Locksmiths	85.00
4/6/23	STOR000--Storm B Verrette	500.00
4/6/23	TMOB005--T-Mobile 1693	554.40

<b>Date</b>	<b>Vendor</b>	<b>Amount</b>
4/6/23	WAS112A--Waste Management 3003.	1,777.81
4/6/23	WAS112A--Waste Management 3003.	1,586.11
4/7/23	AMAZ112--Amazon Capital Services (Lanc)	10,871.54
4/7/23	BILL001--Bill's Landscaping, Inc	725.00
4/7/23	JIVE000--Jive Communications, Inc.	592.44
4/7/23	NATI017--National Business Furniture LLC	1,477.73
4/7/23	PURE000--Pure Oasis Water	102.70
4/7/23	STOR000--Storm B Verrette	-500.00
4/7/23	WORT000--Worthington Direct Holding, LLC	4,328.40
4/10/23	CODE000--Codepops Inc	191.70
4/10/23	LAKE000--Lakeshore Learning Materials	951.34
4/10/23	MOUL000--Mouldsdale, Caroline	77.00
4/10/23	RAIN000--Rainbow Resource Center Inc [P]	659.82
4/14/23	TIME001--Time4Learning [S]	1,500.00
4/17/23	BLIC000--Blick Art Materials [P]	211.31
4/17/23	BOOK000--BookShark LLC	440.56
4/17/23	HOME000--Home Science Tools [P]	80.98
4/17/23	KIWI000--KIWICO [P]	171.62
4/17/23	LAKE000--Lakeshore Learning Materials	823.32
4/17/23	LITT000--Little Passports [P]	371.04
4/17/23	MATH002--Math-U-See, Inc [S]	142.17
4/17/23	MUSI006--Musician's Friend, Inc [P]	366.56
4/17/23	QUIL000--Quill*	156.48
4/17/23	RAIN000--Rainbow Resource Center Inc [P]	458.06
4/17/23	WOND001--Wonder Crate LLC	197.60
4/19/23	ACOR000--Acorn Naturalists [P]	86.44
4/19/23	AMAZ112--Amazon Capital Services (Lanc)	1,254.87
4/19/23	ARBO001--Arbor Learning Community [S]	320.00
4/19/23	ASCA000--ASCA Conference	908.00
4/19/23	B2BG000--B2B Geeks	545.00
4/19/23	BAKE000--Baker Creek Heirloom Seed Co. [P]	24.75
4/19/23	BEND002--Piano Boise LLC	70.00
4/19/23	CIGN000--Cigna Healthcare	2,756.52
4/19/23	COLO001--Colosky's Math Academy	138.88
4/19/23	CONV000--Mary Converse	400.00
4/19/23	CORD000--Cordero, Efrain	280.00
4/19/23	EAT2000--Eat2Explore, Inc	76.54
4/19/23	EMHS000--EMH Sports USA, Inc [S]	80.00
4/19/23	EMP0831	-562.15
4/19/23	EMP1190	98.12
4/19/23	EMP1408	98.12
4/19/23	EMP1444	98.12
4/19/23	FIDE000--Fidelity Security Life Insurance Company	420.47
4/19/23	FIDE000--Fidelity Security Life Insurance Company	221.90

<b>Date</b>	<b>Vendor</b>	<b>Amount</b>
4/19/23	FIRE000--Firestorm Freerunning Ultra LLC	240.00
4/19/23	FRES001--Fresh Start Healthy Meals, Inc.	26,266.20
4/19/23	GENE000--Genesis Gymnastics Inc	110.00
4/19/23	GIGI000--GIGIL, LLC	531.64
4/19/23	GUER000--Guerrero, Laura A.	245.00
4/19/23	HOME000--Home Science Tools [P]	144.21
4/19/23	HUCK000--HuckleBerry Center for Creative Learning [S]	144.00
4/19/23	ILEA300--iLEAD California	940.17
4/19/23	KAIS000--Kaiser Foundation Health Plan	29,707.63
4/19/23	KIWI000--KIWICO [P]	374.25
4/19/23	LAVI000--LaVine Equestrian	260.00
4/19/23	LEAR000--Learn Beyond The Book LLC [S]	705.75
4/19/23	MOUL000--Moulsdale, Caroline	217.00
4/19/23	NATI000--National Benefit Services	7,873.66
4/19/23	PACI003--Pacific West Sound Inc	3,931.03
4/19/23	PLAN000--Plans and Permits Express Inc	2,000.00
4/19/23	PURE000--Pure Oasis Water	56.70
4/19/23	RAIN000--Rainbow Resource Center Inc [P]	831.08
4/19/23	SCHO004--School Nurse Supply Inc	701.12
4/19/23	SCHO009--School Pathways LLC	1,886.15
4/19/23	SCHU000--Schuesler, Leah [S]	240.00
4/19/23	SCOO000--Scoot Education	2,436.00
4/19/23	SEAS000--Sea Supply	382.66
4/19/23	STAP001--Staples Advantage	1,730.48
4/19/23	SUNL000--Sun Life Assurance Company of Canada	497.70
4/19/23	SYLV003--DKM Learning, LLC	1,120.00
4/19/23	TALE001--Talenx Inc	716.00
4/19/23	THEH000--The Hidden Dojo	1,553.00
4/19/23	TIMB000--Timberdoodle [P]	533.99
4/19/23	TRID000--Tri-District Sports League	50.00
4/19/23	VANL000--Amy Van Leuven	650.00
4/19/23	WECR000--We Craft Box	118.74
4/19/23	WOOL000--Adrian Wooley	200.00
4/20/23	EMP0831	562.15
4/25/23	LOSA001--Los Angeles County Office of Education (LACOE)	14.66
4/26/23	AMAZ112--Amazon Capital Services (Lanc)	637.04
4/26/23	CONR001--Palmdale School of Music Inc.	384.00
4/26/23	DANC006--Dance Magic Studios	60.00
4/26/23	DISC000--Discount School Supply [P]	437.66
4/26/23	EIDE000--BIg Life Journal, Inc.	56.70
4/26/23	EMP0482	20.00
4/26/23	EVAN002--Evan-Moor Educational Publishers [P]	181.46
4/26/23	EVAN002--Evan-Moor Educational Publishers [P]	115.41
4/26/23	EVAN002--Evan-Moor Educational Publishers [P]	19.70

<b>Date</b>	<b>Vendor</b>	<b>Amount</b>
4/26/23	EVAN002--Evan-Moor Educational Publishers [P]	288.10
4/26/23	FRON000--Frontier	307.53
4/26/23	HIST001--Hauris, Elizabeth	242.78
4/26/23	JACK000--JacKris Publishing [P]	34.99
4/26/23	KIWI000--KIWICO [P]	1,248.66
4/26/23	LAKE000--Lakeshore Learning Materials	1,544.11
4/26/23	LITT000--Little Passports [P]	470.10
4/26/23	MATH002--Math-U-See, Inc [S]	67.56
4/26/23	MCCL000--McClure & Co.	662.00
4/26/23	MELB000--Mel Booker Music	805.00
4/26/23	MUSI006--Musician's Friend, Inc [P]	523.56
4/26/23	OFFI000--ODP Business Solutions LLC	127.73
4/26/23	OUTS000--Outschool, Inc [S]	180.00
4/26/23	QUIL000--Quill*	1,841.13
4/26/23	RAIN000--Rainbow Resource Center Inc [P]	3,822.81
4/26/23	SEAS000--Sea Supply	645.52
5/1/23	LOSA001--Los Angeles County Office of Education (LACOE)	69,219.06
5/1/23	PACI003--Pacific West Sound Inc	-3,931.03
5/2/23	AMAZ112--Amazon Capital Services (Lanc)	2,864.85
5/2/23	ARGO000--Argo Brothers Inc.	21.89
5/2/23	BAKE000--Baker Creek Heirloom Seed Co. [P]	66.71
5/2/23	BAY112C--Bay Alarm Company 9872	2,437.33
5/2/23	BAY112E--Bay Alarm Company 1372	3,954.36
5/2/23	BLAN003--Blank Shirts, Inc	2,371.84
5/2/23	BLIC000--Blick Art Materials [P]	112.05
5/2/23	DEW112A--Dewey Pest Control 7179**	167.00
5/2/23	EDI112A--Southern California Edison 1256.	4,499.02
5/2/23	EMP0906	360.37
5/2/23	EMP1009	83.18
5/2/23	FRON000--Frontier	86.65
5/2/23	HBCO000--HBCO LLC	83.00
5/2/23	HERC000--HERC Rentals	750.91
5/2/23	HOLA000--Hola Amigo	128.88
5/2/23	IHYB103--iLEAD Hybrid Antelope Valley	14,863.26
5/2/23	ILEA300--iLEAD California	17,886.55
5/2/23	ILEAEXP--iLEAD Hybrid Exploration	9,207.01
5/2/23	IMAG001--Image 2000, Inc	391.65
5/2/23	JOOB000--Joobilo LLC	136.19
5/2/23	KENT001--Chelsy Kent	300.00
5/2/23	LAKE000--Lakeshore Learning Materials	58.83
5/2/23	METR000--Metro Floors	14,434.00
5/2/23	NATI000--National Benefit Services	1,372.78
5/2/23	OFFI000--ODP Business Solutions LLC	908.45
5/2/23	PACI003--Pacific West Sound Inc	3,931.03

<b>Date</b>	<b>Vendor</b>	<b>Amount</b>
5/2/23	QUIL000--Quill*	630.75
5/2/23	RAIN000--Rainbow Resource Center Inc [P]	3,367.96
5/2/23	RIVE000--Riverside County Office of Education	6,600.00
5/2/23	SCOO000--Scoot Education	1,044.00
5/2/23	SEAS000--Sea Supply	632.61
5/2/23	SOLU000--Solution Tennis Inc	550.00
5/2/23	SOMM001--Bio Box Labs	474.52
5/2/23	SUPE000--Supercharged Science [P]	373.00
5/2/23	SURF000--Writings from the Wild LLC	54.24
5/2/23	THYS000--ThyssenKrupp Elevator Corp	1,194.57
5/2/23	TIMB000--Timberdoodle [P]	978.72
5/2/23	TITA000--Titan Environmental Solutions, Inc	950.00
5/3/23	AMAZ112--Amazon Capital Services (Lanc)	654.99
5/3/23	BAY112E--Bay Alarm Company 1372	1,800.00
5/3/23	CMSC000--CM School Supply [P]	201.32
5/3/23	EMP0670	183.89
5/3/23	EMPO000--Empower Generations.	3,790.46
5/3/23	IHYB103--iLEAD Hybrid Antelope Valley	27,270.42
5/3/23	ILEA012--iLEAD Agua Dulce	24,014.46
5/3/23	ILEA300--iLEAD California	956.15
5/3/23	KAIS000--Kaiser Foundation Health Plan	31,123.84
5/3/23	KIWI000--KIWICO [P]	93.54
5/3/23	LITT000--Little Passports [P]	187.32
5/3/23	MUSI006--Musician's Friend, Inc [P]	571.55
5/3/23	OUTS000--Outschool, Inc [S]	232.00
5/3/23	QCLO000--QC Locksmiths	239.86
5/3/23	QUIL000--Quill*	485.26
5/3/23	RAIN000--Rainbow Resource Center Inc [P]	2,230.39
5/3/23	SANT007--Santa Clarita Valley International	31,827.02
5/3/23	SANT007--Santa Clarita Valley International	25,759.32
5/3/23	TIME001--Time4Learning [S]	875.00
5/3/23	TMOB005--T-Mobile 1693	554.40
5/3/23	WEXH000--WEX Health Inc.	17.00
5/4/23	LEGA003--Legal Shield	229.70
5/8/23	AIRM000--Air Masters Inc	2,775.00
5/8/23	AMAZ112--Amazon Capital Services (Lanc)	623.27
5/8/23	AMPE000--AMPED	600.00
5/8/23	ARBO001--Arbor Learning Community [S]	320.00
5/8/23	BAY112A--Bay Alarm Company 7272	282.45
5/8/23	BEND002--Piano Boise LLC	70.00
5/8/23	BILL001--Bill's Landscaping, Inc	725.00
5/8/23	CAVO001--Cavallo Electric Contractor Inc	3,865.00
5/8/23	CLIF000--Clifton Larson Allen LLP	4,593.75
5/8/23	COLO001--Colosky's Math Academy	138.88



<b>Date</b>	<b>Vendor</b>	<b>Amount</b>
5/8/23	CONV000--Mary Converse	300.00
5/8/23	DEW112A--Dewey Pest Control 7179**	167.00
5/8/23	EMHS000--EMH Sports USA, Inc [S]	80.00
5/8/23	EMP0747	55.07
5/8/23	EMP0906	45.97
5/8/23	EMP2273	32.06
5/8/23	FERG000--Ferguson Enterprises Inc	6.01
5/8/23	FIRE000--Firestorm Freerunning Ultra LLC	240.00
5/8/23	FRES001--Fresh Start Healthy Meals, Inc.	17,059.40
5/8/23	GAS112A--SoCalGas 7188	1,127.33
5/8/23	GENE000--Genesis Gymnastics Inc	110.00
5/8/23	GIBS001--Gibson Music Studio	1,140.00
5/8/23	HERC000--HERC Rentals	767.37
5/8/23	HESS000--Hess and Associates Inc	322.50
5/8/23	HUCK000--HuckleBerry Center for Creative Learning [S]	102.00
5/8/23	JONE004--Jones, Caid Mitchell	160.00
5/8/23	JOOB000--Joobilo LLC	215.80
5/8/23	LAC112A--LA County Waterworks 7679.	225.89
5/8/23	LAC112B--LA County Waterworks 7795.	303.56
5/8/23	PURE000--Pure Oasis Water	190.40
5/8/23	SAXT000--Saxton, Corey	200.00
5/8/23	SCHO013--School Food and Wellness Group	1,500.00
5/8/23	SCOO000--Scoot Education	1,044.00
5/8/23	SEAS000--Sea Supply	223.64
5/8/23	SHRE001--Shred-IT, C/O Stericycle, Inc	417.77
5/8/23	SYLV003--DKM Learning, LLC	1,120.00
5/8/23	THEH000--The Hidden Dojo	1,413.00
5/8/23	THEL006--The Lab BJJ LLC	130.00
5/8/23	WEST005--West Coast Classical [S]	300.00
5/9/23	ECHE000--Victoria Sarahi Echeverria	640.00
5/11/23	ABRI000--A Brighter Child [P]	122.67
5/11/23	AFLA000--AFLAC	2,291.82
5/11/23	ALMI000--Almiron, Douglas	100.00
5/11/23	AMAZ112--Amazon Capital Services (Lanc)	1,060.18
5/11/23	BAY112A--Bay Alarm Company 7272	125.00
5/11/23	BETT002--Better Cloud, Inc	4,683.84
5/11/23	CIGN000--Cigna Healthcare	2,756.52
5/11/23	CMSC000--CM School Supply [P]	49.95
5/11/23	CRAF000--Homeschool In A Box Inc.	112.53
5/11/23	EMP0670	14.76
5/11/23	EMP0747	520.20
5/11/23	EMP2270	34.17
5/11/23	EVAN002--Evan-Moor Educational Publishers [P]	105.75
5/11/23	FIDE000--Fidelity Security Life Insurance Company	420.47

<b>Date</b>	<b>Vendor</b>	<b>Amount</b>
5/11/23	FIDE000--Fidelity Security Life Insurance Company	221.90
5/11/23	HOME000--Home Science Tools [P]	333.78
5/11/23	HOME006--Home Depot Credit Services.	6,798.84
5/11/23	HOPS000--HopSkipDrive, INC	5,498.07
5/11/23	ILEA300--iLEAD California	7,832.70
5/11/23	IVYK000--Ivy Kids LLC [P]	79.90
5/11/23	JIVE000--Jive Communications, Inc.	667.14
5/11/23	LAKE000--Lakeshore Learning Materials	475.48
5/11/23	MOXI000--MoxieBox Art	431.20
5/11/23	NASC000--NASCO Education	134.90
5/11/23	NATI000--National Benefit Services	1,839.90
5/11/23	OFFI000--ODP Business Solutions LLC	339.48
5/11/23	OTCB000--OTC Brands Inc [P]	301.53
5/11/23	OUTS000--Outschool, Inc [S]	115.00
5/11/23	PARE002--Parent Square, Inc.	3,212.00
5/11/23	QUIL000--Quill*	116.97
5/11/23	RAIN000--Rainbow Resource Center Inc [P]	3,995.45
5/11/23	UND000--Underwood Family Farms	975.00
5/11/23	WAS112A--Waste Management 3003.	1,609.90
5/11/23	WEXH000--WEX Health Inc.	17.00
5/15/23	AMAZ112--Amazon Capital Services (Lanc)	34.38
5/15/23	BAY112C--Bay Alarm Company 9872	1,155.00
5/15/23	CORD000--Cordero, Efrain	280.00
5/15/23	Diaz002--Cristian Diaz	20.00
5/15/23	EMP1009	60.65
5/15/23	GUER000--Guerrero, Laura A.	385.00
5/15/23	HUCK000--HuckleBerry Center for Creative Learning [S]	725.00
5/15/23	kona001--Kona Ice of Lancaster	2,440.00
5/15/23	LAVI000--LaVine Equestrian	130.00
5/15/23	LEAR000--Learn Beyond The Book LLC [S]	585.75
5/15/23	MCCL000--McClure & Co.	678.00
5/15/23	OUTS000--Outschool, Inc [S]	110.00
5/15/23	SCOO000--Scoot Education	2,088.00
5/15/23	SEAS000--Sea Supply	354.17
5/15/23	TALE001--Talen Inc	988.00
5/15/23	WAS112B--Waste Management 3002	794.05
5/15/23	WAS112C--Waste Management 3009	938.37
		<b>\$1,116,818.14</b>



BRANCH 561  
43631 SIERRA HWY  
LANCASTER CA 93534-5030  
661-948-2654

## SALE QUOTE

# 218657096

Customer # : 1451398  
Quote Date : 04/20/23  
  
UR Job Loc : ONLY A QUOTE, LANCAS  
UR Job # : 88  
Customer Job ID:  
P.O. # : QUOTE  
Ordered By : KEKE MONTOYA  
Written By : KURT KRUEGER  
Salesperson : TRISTAN JOHNSON

**This is not an invoice  
Please do not pay from this document**

\*\*\*\*\* QUOTE ONLY \*\*\*\*\*  
ONLY A QUOTE  
X: .@.  
LANCASTER CA 93535  
Office: 661-948-2654 Cell: 661-348-9470

UNITED RENTAL  
43631 SIERRA HWY  
LANCASTER CA 93534-5030

Qty	Equipment #	Price	Amount
1	10408535 CC: 300-2999 SCISSOR LIFT 30-35' ELECTRIC 46-48" WIDE Make: SKYJACK Model: SJIII4632 Serial #: 70026637 Model Year: 15 HR OUT: 201.300	14165.08	14165.08
Sub-total:			14165.08
Tax:			1451.92
Total:			15617.00

CONTACT: KEKE MONTOYA  
CELL#: 661-722-4287

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)  
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #  
IN ORDER TO CLOSE THIS CONTRACT

Note: This proposal may be withdrawn if not accepted within 30 days.

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 1.8% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX IN SOME JURISDICTIONS.  
THIS IS NOT A SALE AGREEMENT/INVOICE. THE ITEMS LISTED ABOVE ARE SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S SALE AGREEMENT/INVOICE WHICH ARE AMENDED FROM TIME TO TIME AND POSTED ONLINE AT <https://www.unitedrentals.com/legal/sale-agreement> AND INCORPORATED HEREIN BY REFERENCE. A PAPER COPY OF THE SALE AGREEMENT/INVOICE TERMS IS AVAILABLE UPON REQUEST.



# Proposal

**Proposal Number**

2111150961

**Account Number/Name**

791972

ILEAD LANCASTER CHARTER SCHOOL

**Created On**

04/07/2023

**Created By**

Abed Rahman

Thank you for creating your proposal, details are provided below. You can access this proposal from your [Apple Store for Education Institution](#) by searching proposal number 2111150961.

**Comments from Proposer:**

Lancaster Request for Staff Devices

4/7/23

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	BTTE2LL/A 13-inch MacBook Air: Apple M2 chip with 8-core CPU and 8-core GPU, 256GB - Silver with 4-Year AppleCare+ for Schools (Packaged in a 5-pack) (No Service Fee)	3	6,590.00	19,770.00 USD
	Bundled Item(s)			
	13-inch MacBook Air: Apple M2 chip with 8-core CPU and 8-core GPU, 256GB - Silver (Packaged in a 5-pack)	15		
	MLY93LL/A 4-Year AppleCare+ for Schools - MacBook Air M2 (no service fees)	15		
	SEY12LL/A			

Subtotal 19,830.00 USD

Estimated Tax 1,658.96 USD

Total 21,488.96 USD

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

## How to Order

If you would like to convert this Proposal to an order, log into your [Apple Store for Education Institution](#) and select 'Proposal' from the pull-down menu. Search for this Proposal by entering the Proposal Number referenced above.

Note: A Purchaser login is required to order. Visit your [Apple Store for Education Institution](#) to login or create your Purchaser Apple ID.

The prices and specifications above correspond to those valid at the time the Proposal was created and are subject to change. Purchases are subject to the terms and conditions of your agreement with Apple and the Apple Store for Education Institution.

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# PURCHASE ORDER

## iLEAD Lancaster Charter School

Attention: Business Office

254 E Avenue K4

Lancaster, CA 93535

Phone: 661-722-4287

keke.montoya@ileadlancaster.org

Billing Acct #34301671

VENDOR

Metro Floors

44109 N. Yucca Ave.

Lancaster, CA 93534

661-942-1185

rguthrie.metro@gmail.com



Date	3/28/2023
PO#	iLEAD-2222

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	Materials	1	6,155.71	6,155.71
	Labor	1	8,278.29	8,278.29
				-
				-
				-
				-
				-
				-
				-
				-
			SUBTOTAL	\$ 14,434.00
<b>Other Comments or Special Instructions</b> ***Ref Quote dated 3/28/2023**  Work to be completed: Furnish and install Mohawk Pure and Simple color Smile Often on West Stairs, Main Stairs, East Stairs and Seating Area. Furnish and Install AHF Commerical Sheet Vinyl on riser of seating area. Price includes new 4 inch cave base 203 Beige, Remove and Dispose of old carpet and minor floor prep. **Labor and Material for the water stair case was charged on a previous invoice with the flood damage but changed color to match all three stairs.			Est . Tax	
			Shipping	
			TOTAL	\$ 14,434.00

*Nykhole Kent* (KM)

Director Approval

3/28/2023

Date



**Bid No. 04142023  
Kitchen Equipment**

**Bid Deadline: May 10, 2023 at 2:00 PM**

Contact: Cassandra Coleman  
254 East Avenue K-4  
Lancaster, CA 93535  
661-722-4287  
Email: [cassandra.coleman@ileadcalifornia.org](mailto:cassandra.coleman@ileadcalifornia.org)

**Required Documents**

***\*Please return this sheet with your bid documents\****

**Bid Documents Due at the Submission of the Due Date**

- ☐ Bid Form
- ☐ Bid Form Pricing Sheet (all pages)
- ☐ Noncollusion Declaration
- ☐ Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- ☐ Certification of Restriction on Lobbying
- ☐ W-9

**Other Forms not required until after award**

- ☐ Agreement
- ☐ Tobacco Use Policy
- ☐ Worker's Compensation Certificate
- ☐ Drug-Free Workplace Certification
- ☐ Criminal Records Check Certification
- ☐ Certificate of Liability Insurance, including an Additional Insured Endorsement, this is a separate document (iLead Charter Schools must be named as an Additional Insured)



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**Bid No. 040723, Kitchen Equipment**

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**\*IF THE ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER  
WILL BE DECLARED NONRESPONSIVE.**

**+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.**

**NOTICE CALLING FOR BIDS**

Network: **iLead Charter Schools**

BID DEADLINE: **May 10, 2023 at 2:00 PM**

PLACE OF RECEIPT: iLead Charter Schools  
Attn: Cassandra Coleman  
254 East Avenue K-4  
Lancaster, CA 93535

NOTICE IS HEREBY GIVEN that iLead Charter Schools, acting by and through its iLead Charter Schools Board, hereinafter referred to as "Network", will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **RFQ 04142023**

Bid documents will be made available on April 14, 2023 as a download at <https://ileadlancaster.org/school-lunch-program/> . Bidders will be responsible for reproducing all documents related to this bid.

Any questions regarding bid documents must be received via e-mail to the attention of Cassandra Coleman at [cassandra.coleman@ileadcalifornia.org](mailto:cassandra.coleman@ileadcalifornia.org) by 9AM PST on May 3, 2023.

Time is of the essence. The Network reserves the right to reject any or all bids or to waive irregularities or informalities in any bid or in the bidding process. The award of the contract, if made by the Network, will be the the actio of the iLead Charter Schools Board. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

iLead Charter Schools  
iLead Charter Schools Board

By: Cassandra Coleman, Director of Special Programs

Advertise:



---

### **CALENDAR OF EVENTS**

Event	Details	Date
<b>Bid Advertised</b>	The Signal Santa Clarita Valley	April 16,2023
<b>Bid Posted</b>	iLead Website	April 14, 2023
<b>Last Day to Submit RFPs/Questions</b>	<a href="mailto:cassandra.coleman@ileadcalifornia.org">cassandra.coleman@ileadcalifornia.org</a>	May 3, 2023 at 9 AM PST
<b>Response to Questions/RFPs Posted</b>	iLead Website	May 3, 2023 11:59 PM
<b>Bid Deadline</b>	iLead Charter Schools Cassandra Coleman 254 East Avenue K-4 Lancaster, CA 93535	May 10, 2023 at 2:00PM
<b>*iLead Board Approval</b>	Award of Contract	June 21, 2023

\*Date is subject to change at the discretion of the Network.



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## **INFORMATION FOR BIDDERS**

### **WARNING:**

**READ THIS DOCUMENT CAREFULLY.**

**DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME Network.**

1. **Preparation of Bid Form.** Bids shall be submitted on the prescribed Bid Form, Bid Form Pricing Sheet and completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.
2. **Form and Delivery of Bids.** The bid must conform and be responsive to all bid documents and shall be made on the Bid Form and Bid Form Pricing Sheet provided, and the complete bid, together with any and all additional materials as required, shall be in a sealed envelope, addressed, and hand delivered or mailed to **iLead Charter Schools, Attn: Cassandra Coleman, 254 East Avenue K-4 Lancaster, CA 93535**, and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper-left hand corner with the respondent's name, the proposal number, the date, and the time for the opening of the proposals. **It is the bidder's sole responsibility to ensure that its' bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, sealed bids will be opened and publicly read aloud.
3. **Bid Pricing.** **Bid prices are to include shipping, inside delivery, assembly, install and set in place.** Bidder will not be required to address any utility connections, nor will they be required to install infrastructure such as gas lines, electricity, or drainage. Network will handle hook-ups to the Network's utilities (electrical, gas, and water) and drainage, when required.
4. **Signature.** Any signature required on bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.



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5. Modifications. Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for in the bid documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

7. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all bid documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. The Network shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the bid documents. Bidder agrees that the submission of bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for an interpretation or correction thereof must be submitted to the Network via email to the attention of Cassandra Coleman at [cassandra.coleman@ileadcalifornia.org](mailto:cassandra.coleman@ileadcalifornia.org) by **May 3, 2023 at 9AM**. No request shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made solely at the Network's discretion and only by written addendum duly issued by the Network, and a copy of such addendum will be hand delivered, emailed, or faxed to each bidder known to have received a set of bid documents. No person is authorized to make any oral interpretation of any provision of any bid documents, nor shall any oral interpretation of bid documents be binding on the Network. If there are discrepancies of any kind in the bid documents, the interpretation of the Network shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; AND THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.



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10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same work unless alternate bids are specifically called for by the Network. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

11. Award of Contract. The award of bid, if made by the Network, will be by the action of the Network's iLead Charter Schools Board, by manufacturer to the highest percentage discount (each manufacturer will be awarded to a vendor), to the lowest responsive and responsible bidder. The Network reserves the right to make multiple awards or to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. If two identical low bids are received from responsive and responsible bidders, the Network will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the Network may award the contract to the next lowest responsive and responsible bidder or reject all bids. Due to the large number of line items, the bids will be received at the location and time designated and a spreadsheet of the awarded result will be posted online at: <https://ileadlancaster.org/school-lunch-program/>.

12. Agreement. The form of Agreement, which the successful bidder, as Contractor, will be required to execute, is included in the bid documents and should be carefully examined by the bidder. The Agreement will be executed in two (2) original counterparts. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use of Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, all insurance requirements, General Conditions, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all items called for in the Agreement.

13. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the bid. By submitting a bid, each bidder agrees that the Network, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the contract. The Network may also consider the qualifications and experience of persons and



organizations proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the Network. In this regard, the Network may conduct such investigations as the Network deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the Network satisfaction within the prescribed time. The Network reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the Network.

14. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. Network may request that such certificates and endorsements are completed on Network provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with Network prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful bidder shall, at bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the Network. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the Network.

(a)	General Aggregate	\$2,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Products/Completed Operations	\$1,000,000
(d)	Personal and Advertising Injury	\$1,000,000
(e)	Damage to Rented Premises	\$50,000
(f)	Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the Network. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the Network.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the bidder drives on behalf of the Network in the course of performing Services.)



iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the Network.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the Network.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the bidder.

b. No later than five (5) days from execution of the Agreement by the Network and successful bidder, and prior to commencing the Services under this bid, bidder shall provide Network with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful bidder shall provide prior written notice to the Network thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name Network, its iLead Charter Schools Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by Network shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

15. Anti-Discrimination. In connection with all work performed under this bid, there shall be no lawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

16. Hold Harmless/Indemnification. The successful bidder awarded the contract will be required to defend, indemnify and hold harmless the Network, the iLead Charter Schools Board, officers, agents, and employees as set forth in the Agreement.

17. Brand Names and Model Numbers (if applicable). Brand names are included for descriptive purposes, to indicate the quality, design and utility desired. Brand names and model numbers where specified have been shown due to existing standards. Specific makes and models are required in some circumstances in order to be compatible with existing Network equipment. This specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this bid request. Recycled products must also meet the requirements set forth in the bid. Bidders may find discrepancies in the model numbers given in that the model number may be an old one and the item is not referred to by a new number. Consideration will be given in that situation. **Please note that bid is for the same**



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item as specified by designating "New Number" in the Brand/Model area, should that be the case. *Inquiries regarding such discrepancies are to be made in accordance with Section 9: Interpretation of Bid Documents in the Information for Bidders.*

18. Substitutions (if applicable). All items bid must conform to the terms and conditions set forth in these bid documents. The Network reserves the right to reject all bids that do not conform to the bid. Should the bidder wish to request any substitution, the bidder shall submit a written request to the Network within the timeframe stated for Requests for Proposal (RFP's) deadline (noted on the Calendar of Events). At a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the Network. Request for substitution received after the timeframe stated for Requests for Proposal (RFP's) deadline (noted on the Calendar of Events) will not be considered. If the substituted item is acceptable, the Network will approve it in an Addendum issued to all bidders of record. It is understood and agreed to by the bidder that the Network reserves the right to reject any such proposed substitution. If the material, process, service, or equipment offered by the bidder is not, in the sole opinion of the Network, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the Network.

19. Samples. Samples of equipment, materials, or supplies may be required for evaluation. Samples will be delivered to the Network and returned to the bidder at the bidder's expense. Bidders are hereby notified to have samples ready for prompt evaluation if requested within five (5) calendar days of bid opening. Samples which cannot be provided in that time may not be considered for award.

20. Deviations from Bid Terms and Conditions. Deviations from any bid term or condition shall cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that bidder is bidding as specified.

21. Warranty/Quality. Bidder shall guarantee the product or service performed against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

22. Sales Tax. Do not include California Sales or Use Taxes in unit bid prices on the Bid Form Pricing Sheet.

23. Delivery. Destination will be designated within the boundaries of the iLead Charter Schools. Actual delivery dates should be coordinated with the Network. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded bidder(s) shall keep sufficient stock of products and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the Network to place orders for needed. **Bid prices are to include shipping, F.O.B. iLead Charter Schools, uncrating, assembly, inside delivery, and install/set in place.** Bidder will not be required to address any utility connections, nor will they be required to install infrastructure, such as gas lines, electricity, or drainage. Network will



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handle hook-ups to Network utilities (electrical, gas, water) and drainage when required by equipment.

24. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outline in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

25. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

26. Tobacco-Free Policy. Bidder has been advised and is aware that Network has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on Network property. Bidder shall be responsible for the enforcement of Network's tobacco-free policy among all bidder's employees and subcontractors while on Network property. Bidder understands and agrees that should any employee of bidder violate the Network's Board Policy after having already been warned once for violating Network's tobacco-free policy, bidder shall remove the individual for the duration of the Agreement. Bidder shall not be entitled to any additional compensation and/or time in completing the work for such removal.

27. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification.

28. Piggyback Clause. For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other public agencies in the State of California may procure identical items off this bid under the same terms and conditions pursuant to sections 20118 and 20652 of the Public Contract Code. Public agencies in the State of California shall process their purchase orders and warrants directly to the successful bidder upon agreement by the Network and the successful bidder. **Acceptance or rejection of this clause will not affect the outcome of this bid.**

29. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of bid documents, and is submitted no later than five (5) calendar days following the bid deadline. Grounds for a protest is that the Network failed to follow the selection procedures and adhere to requirements specified in the bid documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protest will be handled by a panel comprised of Network Staff. The Network will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

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30. References. Bidders shall list a minimum of four (4) references where bidder has successfully provided the similar type (s) of good and services to another large school Network or large corporation at the similar size and scope as iLead Charter Schools. All references shall include full Network/ firm name, address, phone number, management contact, and description of work completed. Network reserves the right to contact all references even if Bidder has provided the same type of service for iLead Charter Schools in the past. Failure by bidder to provide references with its bid submittal may result in rejection of bid by Network. The Network reserves the right to obtain from any or all sources, information concerning bidders which the Network deems pertinent and to consider such information in evaluating the bidder's bid.

31. Public Information. All materials received by the Network in response to this Bid/RFP shall be made available to the public. If any part of a bidders material is proprietary or confidential, the bidder must identify and so state, and be submitted separate of the bid documents. Any bidder information used to aid in bid selection must not be restricted from the public.

32. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that iLead Charter Schools will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the bidder may be declared as nonresponsive.



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**FIRM NAME:** Arrow Restaurant Equipment & Supplies Inc.

**ADDRESS:** 5061 Arrow Hwy Montclair, CA. 91763

**TELEPHONE:** ( 909 ) 621-7428 **FAX:** (        )                     

**E-MAIL ADDRESS:** mikes@arrowreste.com

**BID FORM AND REQUIRED DOCUMENTS ATTACHED HERETO**

**FOR**

**BID NO. 04142023,**

**KITCHEN EQUIPMENT**

**FOR**

**iLead Charter Schools**

**Contact: Cassandra Coleman  
254 East Avenue K-4  
Lancaster, CA 93535**

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## **BID FORM**

**Bidder Name:** Arrow Restaurant Equipment & Supplies Inc.

**To:** iLead Charter Schools, acting by and through the iLead Charter Schools Board herein, called the

**"Network."** The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Calendar of Events, Bid Form, Bid Form Pricing Sheet, Information for Bidders, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

### **Bid No. 040723, Kitchen Equipment**

All in strict conformity with the Bid Documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, on file at the office of the Network for the sums as set forth in this Bid Form.

2. It is understood that the Network reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is May 5, 2023 through May 5, 2024. Term of the Agreement may be extended upon mutual consent of Network and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to **iLead Charter Schools** the Agreement and will also furnish and deliver to **iLead Charter Schools** certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the Agreement, or as otherwise requested in writing by the Network



5. Communication conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 6.

6. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/ Email
Michael Serrao	5061 Arrow Hwy Montclair, CA. 91763	mikes@arrowreste.com

7. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the Agreement.

8. The bidder, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold.

9. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the Network all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the Network pursuant to the bid. Such assignment shall be made and become effective at the time the Network tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the Network against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the Network, the bidder shall furnish a notarized financial statement, references, and other information required by the Network that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

12. **It is understood and agreed by the bidder that time is of the essence.**

13. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

14. Failure to complete the Bid Form and Bid Form Pricing Sheet in its entirety will render a bidder nonresponsive.

15. Bid prices are to include shipping, F.O.B. iLead Charter Schools, uncrating, assembly, inside delivery, and install/set in place. Bidder will not be required to address any utility connections, nor will they be required to install infrastructure, such as gas lines, electricity, or drainage. Network will handle hook-ups to Network's utilities (electrical, gas, water) and drainage when required by equipment.

16. Pursuant to Public Contract Code Sections 20118 and 20652, other public agencies in the State of California may procure identical items off this bid under the same terms and conditions. Public agencies in the State of California shall process their purchase orders and warrants directly to the successful bidder upon agreement by their Network and the successful bidder. Acceptance or rejection of this clause will not affect the outcome of this bid.

OPTION GRANTED: X                      OPTION NOT GRANTED: \_\_\_\_\_

17. List of References. Please provide references of school districts and/or any public agencies that bidder has contracted with to provide kitchen equipment as required under Section 30, Information for Bidders.

1. Name: Los Angeles Unified School District  
Address and Telephone: 333 S. Beaudry, 28th Floor, Los Angeles CA. 90017  
213-625-5536

Contact Person: Albert Gamboa  
Description of Product: Food Service Equipment and Supplies

2. Name: Garden Grove Unified School District  
Address and Telephone: 10331 Stanford Ave. Garden Grove, CA. 92840  
714-663-6155

Contact Person: Leo Bas  
Description of Product: Food Service Equipment and Supplies

3. Name: Pomona Unified School District  
Address and Telephone: The Village @ Indian Hill, 1460 E. Holt Ave. Suite 411  
Pomona, CA. 91767. 909-397-4711

Contact Person: Daryl Hickey  
Description of Product: Food Service Equipment and Supplies

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4. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Product: \_\_\_\_\_

5. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Product: \_\_\_\_\_



### **BID FORM PRICING SHEET**

Manufacturer: Advance Tabco				
Item #	Description	Model #	% Catalog Discount	Lead Time (weeks)
1	Stainless steel work table	All models	<b>38.4</b>	<b>4-6</b>
2	Stainless steel drawer	All models	<b>43.7</b>	<b>4-6</b>
3	Advance Tabco	Other Non-Specified Items	<u><b>35</b></u> % Catalog Discount	
Manufacturer: Duke				
Item #	Description	Model #	% Catalog Discount	Lead Time (weeks)
4	Double Full Size Electric Convection Oven	Duke E102-E	<b>62.5</b>	<b>6-8</b>
5	11kW, 208v/3ph			
6				
Manufacturer: Blodgett				
Item #	Description	Model #	% Catalog Discount	Lead Time (weeks)
7	Full size electric convection oven, Double Stack	ZEPH-100-E-DBL	<b>No Bid</b>	
8				
9	Blodgett: Other Non-Specified Items		<u><b>No Bid</b></u> % Catalog Discount	
Manufacturer: True				
Item #	Description	Model#	% Catalog Discount	Lead Time (weeks)
10	Stainless steel milk cooler, 8 crate	TMC-34-HC	<b>70.0</b>	<b>3-4</b>
11	Stainless steel milk cooler, 12 crate	TMC-49-MC	<b>70.0</b>	<b>3-4</b>
12	Stainless steel milk cooler, 16 crate	TMC-58-HC	<b>70.0</b>	<b>3-4</b>
13				
Manufacturer: FWE				
Item #	Description	Model #	% Catalog Discount	Lead Time (weeks)
14	Insulated stainless steel hot cabinet, dual element	MTU-12	<b>45.60</b>	<b>8-10</b>
15				
16	FWE: Other Non-Specified Items		<u><b>No Bid</b></u> % Catalog Discount	
Manufacturer: Duke				
Item #	Description and Brand	Model #	% Catalog Discount	Lead Time (weeks)
17	Hot/Cold Table Top Buffet w/ (2) Hot & (2) Cold, 120v	TAH-2H2C	<b>39.5</b>	<b>10-12</b>
18	4 Well Hot Serving Line w/ Tray Slide 58 3/8 " 120V	Duke E304	<b>52.8</b>	<b>8-10</b>
19	Breathguard for Hot and Cold Lines	All models	<b>50.0</b>	<b>8-10</b>
20				
21				
22				
23				
24				
25				
26	Other Miscellaneous Items		<u><b>No Bid</b></u> % Catalog Discount	

### BID FORM PRICING SHEET Con't.

Manufacturer: Metro				
Item #	Description	Model #	% Catalog Discount	Lead Time (weeks)
27	Dunnage rack	All models	6.0	8-10
28	Industrial plastic shelving	All models	23.0	8-10
29	Super Erecta industrial wire shelving	All models	33.0	3-6
30				
31	Metro: Other Non-Specified Items		<b>No Bid</b> % Catalog Discount	
Manufacturer: Panasonic				
Item #	Description	Model #	% Catalog Discount	Lead Time (weeks)
32	Commercial microwave oven with sonic steamer, 3200 watt	NE-3280	56.75	2-4
Manufacturer: TurboAir				
Item #	Description		% Catalog Discount	Lead Time (weeks)
33	TurboAir Cold Table	JBT-72-N	66.0	2-4
Manufacturer: Traulsen or True				
Item #	Description	Model #	% Catalog Discount	Lead Time (weeks)
34	Two Section Reach In Freezer	Traulsen CLBM-49F-FS-LR	65.0	8-10
35	Reach-in solid swing door refrigerator, stainless steel, two-door,	TRUE T-49-HC	70.0	2-3
36	ADD WALKIN		No Bid	
37				
38	Traulsen / True Manufacturing: Other Non-Specified Items		<b>No Bid</b> % Catalog Discount	
Manufacturer: Vollrath				
Item #	Description	Model #	% Catalog Discount	Lead Time (weeks)
39	Induction Cookers, countertop	Vollrath 912HIDC	46.50	4-6
40		All Models		
41	Other Non-Specified Items		<b>No Bid</b> % Catalog Discount	

Company Name: Arrow Restaurant Equipment

Vendor Name: Michael Serrao

Vendor Signature: \_\_\_\_\_

Date: 05/09/2023



**Please Note:** Bid prices are to include shipping, F.O.B. iLead Charter Schools, uncrating, assembly, inside delivery, and install/set in place. Bidder will not be required to address any utility connections, nor will they be required to install infrastructure, such as gas lines, electricity, or drainage. Network will handle hook-ups to Network's utilities (electrical, gas, water) and drainage when required by equipment.

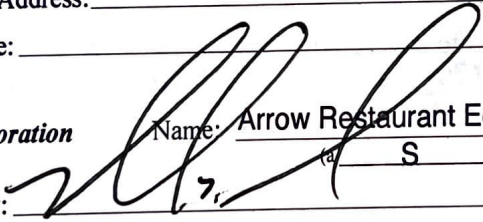


**Joint Venturer** Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

.....

**Other Parties** *If an individual* Name: \_\_\_\_\_  
**to Joint Venturer** Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Doing Business as: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

*If a Partnership* Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

*If a Corporation* Name: Arrow Restaurant Equipment & Supplies Inc.  
(a S Corporation)  
Signed by:   
Print Name: Michael Serrao  
Title: President / CEO  
Date: 05/09/2023  
Business Address: 5061 Arrow Hwy Montclair, CA. 91763  
Telephone: 909-621-7428



**NONCOLLUSION DECLARATION TO BE EXECUTED BY**  
**BIDDER AND SUBMITTED WITH BID**  
(Public Contract Cod Section 7106)

The undersigned declares:

I am the President [Title] of Arrow Restaurant Equipment [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 05/09/2023 [Date], at Montclair [City], CA. [State].



  
Signature

Michael Serrao  
Print Name

**CERTIFICATION OF PRIMARY PARTICIPANT  
REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Arrow Restaurant Equipment & Supplies Inc.  
Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

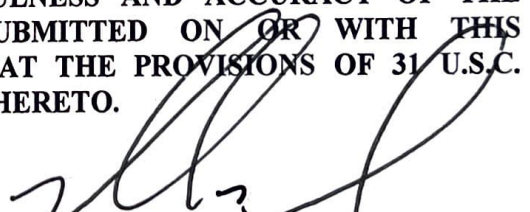
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT Michael Serrao  
Firm name/principal

**CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.**



  
Signature and Title of Authorized Official



**CERTIFICATE OF  
RESTRICTIONS ON LOBBYING**

I, Michael Serrao, hereby certify on behalf (name of offeror) of  
Arrow Restaurant Equipment & Supplies Inc. that:

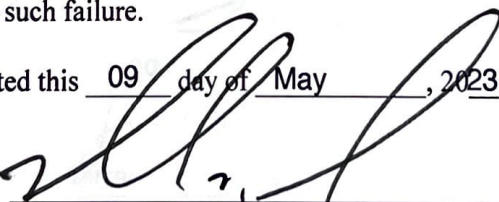
(Firm Name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 09 day of May, 2023

By:



(Signature of authorized official)

President / CEO

(Title of authorized official)



The undersigned hereby declares that all of the representatives of this bid are made under penalty of perjury under the laws of the State of California.

**Individual** Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

.....  
**Partnership** Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other Partner(s): \_\_\_\_\_

.....  
**Corporation** Name: Arrow Restaurant Equipment & Supplies Inc  
(a S Corporation)  
Business Address: 5061 Arrow Hwy Montclair, CA. 91763  
Telephone 909-621-7428  
Signed by: [Signature], President Date: 05/09/2023  
Print Name: Michael Serrao, President Date: 05/09/2023  
Signed by: Molly Serrao, Secretary Date: 05/09/2023  
Print Name: Molly Serrao, Secretary Date: 05/09/2023



.....  
<sup>1</sup>A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.



In case of such termination for the Network's convenience, CONTRACTOR shall be entitled to receive payment from the Network for kitchen equipment satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Network.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the Network, iLead Charter Schools Board, its officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the Network.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off Network property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the Network, iLead Charter Schools Boards, its officers, agents or employees, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against the Network, iLead Charter Schools Board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. All items shall be subject to the inspection of the Network. Inspection of the items shall not relieve the CONTRACTOR from any obligation to fulfill this Agreement. Defective items shall be made good by the CONTRACTOR, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the Network and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the CONTRACTOR shall forthwith remedy such defect in a manner satisfactory to the Network. All items rejected by the Network at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the CONTRACTOR who shall assume and pay the cost thereof without expense to the Network, and shall be replaced by satisfactory items.

9. While engaged in carrying out and complying with the terms and conditions of this Contract the CONTRACTOR is an independent Contractor, and is not an officer, employee or agent of the Network.



## SAMPLE AGREEMENT

THIS AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 2022, in the County of Los Angeles, State of California, is by and between **iLead Charter Schools**, (hereinafter referred to as a "Network"), and \_\_\_\_\_, (hereinafter referred to as "CONTRACTOR").

The Network and CONTRACTOR, for the consideration stated herein, agree as follows: 1.

CONTRACTOR agrees to comply with all the terms and conditions set forth in the bid documents for **Bid No. 040723, Kitchen Equipment**, including but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use of Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, General Conditions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The CONTRACTOR shall be liable to the Network for any damages arising as a result of a failure to fully comply with this obligation.

3. Network shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet.

4. The initial term of the Agreement is May 5, 2023 through May 5, 2024. Term of the Agreement may be extended upon mutual consent of Network and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

5. **Time is of the essence.**

6. The Network shall have discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work under this Agreement by providing CONTRACTOR thirty (30) days prior written notice of termination, CONTRACTOR shall:

- (i) Cease operations as it applies to the Network in the notice;
- (ii) Take any actions necessary, or the Network may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the bid documents.



10. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. CONTRACTOR agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the Network shall be excess and noncontributory." In addition, CONTRACTOR agrees to name Network, its iLead Charter Schools Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, CONTRACTOR shall provide Network with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

a. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the Network. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the Network.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the Network. The policy may not contain an exclusion for sexual molestation or abuse coverage, unless waived by the Network.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the Network in the course of performing Services.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the Network.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California



Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the Network.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the CONTRACTOR.

b. No later than ten (10) days from execution of this AGREEMENT by the Network and CONTRACTOR, and prior to commencing the Services under this AGREEMENT, CONTRACTOR shall provide Network with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the Network thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name Network, its iLead Charter Schools Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by Network shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this AGREEMENT.

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

11. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

12. The failure of the Network in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

13. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer,



conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the Network, be terminated, revoked and annulled, and the Network shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

14. The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The CONTRACTOR shall preserve and make available its records to the Network and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the Network. The CONTRACTOR is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the Network.

15. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to Network, by personal delivery thereof to Network, or by depositing same in United States mail, enclosed in a sealed envelope addressed to Network, and sent by registered or certified mail with postage prepaid.
- (2) If notice is given to CONTRACTOR, by personal delivery thereof to said CONTRACTOR, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complimentary. CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The CONTRACTOR shall indemnify, hold harmless and defend the Network against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the Network to insist on the strict performance of the terms, conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the Network rights thereafter to enforce strict compliance with any such

terms, conditions or agreements but the same shall continue in full force and effect.

17. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the iLead Charter Schools Boards of the Network.

19. The laws of the State of California and County of Los Angeles shall govern the terms and conditions of this Agreement.

20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

iLead Charter Schools

CONTRACTOR

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

iLead Charter Schools  
Board Approval Date

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID No.  
(Corporate Seal of Contractor,  
if corporation)



## TOBACCO USE POLICY

**iLead Charter Schools**  
Lancaster, California

In the interest of public health, the iLead Charter Schools provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Network. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## WORKER'S COMPENSATION CERTIFICATE

Labor Code section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public Network, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Agreement.)



## **DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition

b) Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintain a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Network determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.



I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTICE REGARDING CRIMINAL RECORDS CHECK**  
**EDUCATION CODE SECTION 45125.1**

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school Network may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the iLead Charter Schools Board of the school Network that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.



**CERTIFICATION BY CONTRACTOR**

**CRIMINAL RECORDS CHECK**

**AB 1610, 1612 and 2102**

To the iLead Charter Schools Board of iLead

Charter Schools: I,

Name of Contractor

that: \_\_\_\_\_ certify

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_ Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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**W-9 FORM**

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



# DISTRICT INSURANCE REQUIREMENT SAMPLES

## SAMPLE

ACORD - CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) INSERT DATE		
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				NAIC #		
NAME & ADDRESS OF INSURANCE COMPANY								
INSURED		INSURERS AFFORDING COVERAGE						
NAME & ADDRESS OF COMPANY/ORGANIZATION		INSURER A: Name of Insurance Company						
		INSURER B: Name of Insurance Company						
		INSURER C: Name of Insurance Company						
		INSURER D: Name of Insurance Company						
		INSURER E: Name of Insurance Company						
<p><b>COVERAGES</b></p> <p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <table border="1"> <thead> <tr> <th>INSURANCE TYPE (ACORD 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 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<p><b>GENERAL LIABILITY</b></p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER</p> <p>POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC</p>		MANDATORY REQUIREMENTS	Insert Date	Insert Date	<p>EACH OCCURRENCE \$ 1,000,000</p> <p>DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$ 50,000</p> <p>MED EXP (ADV AND DEFENSE) \$ 5,000</p> <p>PERSONAL &amp; ADV INJURY \$ 1,000,000</p> <p>GENERAL AGGREGATE \$ 2,000,000</p> <p>PRODUCTS - COMP/OP AGG \$ 1,000,000</p>			
<p><b>AUTOMOBILE LIABILITY</b></p> <p><input checked="" type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p>		REQUIRED IF APPLICABLE TO SERVICE	Insert Date	Insert Date	<p>COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p> <p>AUTO ONLY - EA ACCIDENT \$</p> <p>OTHER THAN AUTO ONLY - EA ACC \$</p> <p>AUTO ONLY - AGG \$</p>			
<p><b>GARAGE LIABILITY</b></p> <p><input type="checkbox"/> ANY AUTO</p>					<p>EACH OCCURRENCE \$ 3,000,000</p> <p>AGGREGATE \$</p>			
<p><b>EXCESS/UMBRELLA LIABILITY</b></p> <p><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE</p> <p>DEDUCTIBLE \$</p> <p>RETENTION \$</p>		REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date	<p><input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER</p> <p>E.L. EACH ACCIDENT \$ 1,000,000</p> <p>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</p> <p>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</p>			
<p><b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b></p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</p> <p>If yes, describe under SPECIAL PROVISIONS below</p>		REQUIRED UNLESS REDUCED/EXCLUDED	Insert Date	Insert Date				
<p><b>OTHER</b></p> <p>Professional Liability and/or Sexual Abuse/Molestation</p>		MAY BE REQUIRED	Insert Date	Insert Date	<p>\$ 1,000,000 per occurrence</p> <p>\$ 2,000,000 aggregate</p>			
<p><b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b></p> <p>Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. Sexual Abuse/Molestation is not excluded from coverage under the general liability and excess/umbrella liability policies. (Provide brief description of services/dates).</p>								
<p><b>CERTIFICATE HOLDER</b></p> <p>ILead California Headquarters</p> <p>29477 The Old Road</p> <p>Castaic, CA 91384</p>		<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE SIGNATURE REQUIRED</p>						

## ENDORSEMENT

### ADDITIONAL COVERED PARTY

**COVERED PARTY**

(INSERT INSURED NAME HERE)

**COVERAGE DOCUMENT**

(INSERT POLICY NUMBER HERE)

**ADMINISTRATOR**

(INSERT NAME OF ADMINISTRATOR)

Subject to all terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising from the actions and activities of the covered party described below:

**Additional Covered Party:**

iLead Charter Schools California, 254 East Avenue K-4 Lancaster, CA 93535

**Description of Activities:**

iLead Charter Schools, its Board, officers, agents, employees, and volunteers, are names as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by iLead Charter Schools shall be excess and noncontributory.

***Authorized Representative Signature***

must appear on the endorsement page

**SAMPLE**



Insurance. CONTRACTOR at its sole cost and expense, for the full term of this agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements that are checked and initialed. Such insurance coverage shall be primary coverage as respects NONPROFIT and any insurance or self-insurance maintained by NONPROFIT shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this agreement.

A. Types of Insurance and Minimum Limits

i. Workers' Compensation in the minimum statutorily required coverage amount. This insurance coverage shall not be required if CONTRACTOR has no employees.

ii. Comprehensive Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, (e) cross-liability, and completed operations.

iii. Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.

B. Other Insurance provisions

i. If any insurance coverage required in this agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

ii. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause;

"NONPROFIT, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under agreement with NONPROFIT."

iii. All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

iLead Charter Schools  
254 East Avenue K-4  
Lancaster, CA 93535

iv. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide NONPROFIT on or before the effective date of this agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

iLead Charter Schools  
254 East Avenue K-4  
Lancaster, CA 93535

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## **GENERAL CONDITIONS**

iLead Charter Schools ("Network") is seeking vendors interested in supplying kitchen equipment throughout the Network, on an as needed basis.

### **Schools**

#### **SCVi – iLEAD's Founding School**

TK-12th Grade  
28060 Hasley Canyon Rd.  
Castaic, CA 91384

#### **iLead Agua Dulce**

TK-10th Grade (TK-11th Grade in Fall 2023)  
11311 Frascati Street  
Agua Dulce, CA 91390

#### **iLead Antelope Valley Hybrid**

TK-8th Grade  
2110 W Ave K  
Lancaster, CA 93536

#### **iLead Lancaster**

TK-8th Grade  
254 East Avenue K-4  
Lancaster, CA 93535

The iLead is a growing Network; therefore, the Network reserves the right to add or delete locations at its discretion at any time throughout the term of this bid.

1. **COVID-19 GUIDELINES:** The successful bidder(s) shall follow current California Department of Public Health (CDPH) and Los Angeles County Department of Health COVID-19 guidelines as it pertains to public grounds and buildings and K-12 public school settings.



2. **NO MAXIMUM OR MINIMUM QUANTITIES:** The Network does not guarantee that a minimum or maximum amount will be purchased. **Due to the one-year term and uniqueness of each school site within the Network, an estimated quantity or volume cannot be determined. The Network will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the bidder.**

3. **BID FORM PRICING SHEET – “Other Non-Specified Items”:** Refers to kitchen equipment not listed as a line item on the Bid Form Pricing Sheet, but are available in the manufacturer’s current catalog.

4. **PRICING:** The quoted percentage discounts shall remain in effect for the initial term of the contract after award of bid, and thereafter for any one year term extension(s). Bid prices are to include **shipping, F.O.B. iLead Charter Schools uncrating, assembly, inside delivery, and install/set in place.** Bidder will not be required to address any utility connections, nor will they be required to install infrastructure, such as gas lines, electricity, or drainage. Network will handle hook-ups to Network’s utilities (electrical, gas, water) and drainage when required by equipment. The Network shall grant, upon written request, a price adjustment to compensate for inflation. This adjustment must be requested prior to July 31<sup>st</sup> of each year for the upcoming renewal year. The adjustment will be effective upon renewal of the contract and will be equal to the percentage of change in the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim areas for the period ending June 30<sup>th</sup> of the given contract renewal.

5. **PRICE ADJUSTMENTS:** The Network must be notified of any changes in Manufacturer’s List Pricing over the Agreement period within ten (10) days. In the event of a price decline, such lower prices are to be immediately extended to Network. In addition, within 24 hours of any price decrease, the Network shall be notified in writing of such changes and pending orders shall reflect the newer price.

6. **PRODUCT QUOTING REQUIREMENTS:** Successful bidder(s) will be required to include the following information on quotes requested by the Network:

- a. **For both Specified and Non-Specified items listed on the Bid** as a percentage off must include the bid line item number, Manufacturer’s list price and the discount percentage taken off for each item quoted.
- b. Manufacturer specification or the catalog page identifying the list price must be include with the quote.

7. **CATALOG DISCOUNTS:** The Network requests the option to purchase additional items from bidder’s catalog not listed in bid. The Network requests that bidders list a percentage discount on manufacturer(s) entire kitchen equipment line in addition to the specific models of products that are listed in this bid. Please state percent discount to deduct from catalog list prices at the designated place on the bid. The discount will apply to the manufacturer’s current and future retail pricing at the time orders are placed. If bidders are offering more than one discount for a particular manufacturer, please include or attach the discount structure with bid response. After award, successful bidder(s) will be responsible to provide catalogs and brochures to the Network.



The published catalog price must be verifiable during the course of each calendar year for the term of the bid for audit purposes. All discounted pricing will be subject to the same terms and conditions as the bid items. Any exceptions to across-the-board discounts off of Manufacturer's Price List should be submitted with bid documents.

8. **SALES TAX:** Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the Network.

9. **DELIVERIES:** **Tailgate deliveries will not be accepted.** Delivery shall be made within 60 days after receipt of a purchase order, unless successful bidder has made other arrangements with the Network Nutrition Services Director or designee. Twenty-four (24) hour notice shall be given to Network designee listed on the purchase order prior to any deliveries. Contractor shall remove all shipping material after delivery, assembly/set in place.

10. **PAYMENTS:** Payments may be invoiced after actual delivery to the required destination.

11. **DISCONTINUED AWARDED LINE ITEMS:** Awarded bidder(s) are required to immediately notify the Network's Contact (Specialist, Purchasing Contracts) when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful bidder(s) shall provide substantiating information when requesting consideration of a substitution as an equal. Office notification must be in written format via USPS, fax, e-mail referencing the bid number and the line item number.

12. **MANUFACTURER/AUTHORIZED RESELLER DISTRIBUTOR:** *Bidders must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information, when requested by Network.* The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the bidder named in the bidding documents.

13. **WARRANTIES AND GUARANTEES:** Successful bidder(s) expressly warrant that the goods/services covered in this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

If the manufacturer goes out of business or is under new ownership by another manufacturer or vendor, the new owner must assume the warranty responsibility established at the time of sale. iLead Charter Schools will not be held responsible to cover any charges due to warranty issues.

14. **DEFAULT:** If successful bidder fails or neglects to furnish and/or deliver the supplies or services at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms and conditions of this bid document in its entirety, the Network reserves

the right to cancel existing services affected by such default, and procure services from other sources.

15. FORCE MAJEURE CLAUSE: The parties of the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

16. GOVERNING LAW: The laws of the State of California and the County of Los Angeles shall govern all aspects of the bid.

17. NO WAIVER: No waiver of a breach of any provision of the agreement by the Network shall constitute a waiver of any other breach of such provision. Failure of the Network and Successful bidder to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof.

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or not correctly inserted, then upon application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

19. SEVERABILITY: If any provisions of the agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this contract, which shall remain valid and enforceable according to its term.

20. INDEPENDENT CONTRACTOR: While engaged in carrying out and complying with the terms and conditions of the Agreement, the successful bidder shall be deemed an independent contractor and not an officer, agent, or employee of the Network.

21. NO ASSIGNMENT: The successful bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.

22. DAMAGE TO Network PROPERTY: The successful bidder shall be fully responsible for any damage to Network property caused by its employees. Repairs or replacement, at the option of the Network, shall be made by the successful bidder or by the Network and charged to the bidder.

23. CRIMINAL RECORDS CHECK: Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school Network may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized



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by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application. The successful bidder shall not permit an employee to come in contact with the Network's pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The successful bidder shall certify in writing to each iLead Charter Schools Board of the Network that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. Criminal Records Check Certification by successful bidder is included in the proposal documents.

24. COMPLIANCE WITH OSHA: Successful bidder agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that successful bidder will indemnify and hold the Network harmless for any failure to so conform.

25. HAZARDOUS MATERIALS/SUBSTANCES: If any product that will be delivered or supplied to the network as a result of this bid is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.



**iLEAD Lancaster**  
**2023 - 2024 Consolidated Application Reporting System**  
**Request for Funding**  
**Executive Summary for Board Information**

Board Approved:

The Consolidated Application is used by the California Department of Education to apply for and distribute funds from various Federal programs to county offices, school districts, and charter schools throughout California. The application is submitted online through a web-based Consolidated Application Reporting System (CARS).

Schools can request participation in Federal programs including: Title I Part A, Basic Grant (Low Income/low achieving students), Title II, Part A (Teacher and Principal Training and Recruiting), Title III, Part A (Immigrant and Limited English Proficient Students [LEP]) Title IV, Part A (Student Support and Academic Enrichment).

Once funds have been applied for the Winter Release of the application, the LEA's entitlements for each funded program will begin to be planned for and monitored. Out of each Federal program entitlement, LEAs allocate funds for indirect costs of administration for programs operated by the LEA and for programs operated at the school. In addition, every local educational agency (LEA) certifies the Spring Release data collections to document participation in Federal programs and provide assurances that the LEA will comply with the legal requirements of each program.

**Federal Program Descriptions that iLEAD Lancaster  
Would Be Applying For:**

**Title I Part A: Helping Disadvantaged Children:**

A federal program to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum, proficiency on challenging state academic achievement standards and state academic assessments.

**Title II Part A: Teacher Quality:**

A federal program that increases student academic achievement through strategies such as improving teacher and principal quality and increasing the number of highly qualified facilitators in the classroom and highly qualified school directors and leadership residents in schools.

**Title IV, Part A: Student Support and Academic Enrichment:**

A federal program to increase capacity to provide all students with access to a well-rounded education, improve conditions for student learning, and improve use of technology to improve the academic achievement and digital literacy of all students.



### **School Site Responsibilities**

Each school receiving Federal Funds through the consolidated application is required to have a comprehensive school plan known as the School Plan for Student Achievement (SPSA) describing strategies and activities to improve student achievement and meet state standards. Supplementary services are provided by these programs to support the core program. Based on the school's comprehensive needs assessment, schools may utilize additional special highly qualified facilitators, coaches, counselors, care team members, tutoring assistance, scientifically research-based intervention programs, instructional technology, supplemental materials and equipment, professional development, conferences and workshop attendance, expert consultants, and parent/community engagement activities to meet the identified needs of the learners requiring supplemental services. Each school's School Site Council (SSC) is required to provide input, assist in the plan/budget development and recommend to the School Governing Board annually for approval of the planned program activities and budgets as part of the School Plan for Student Achievement. The School Director and/or designee reviews program regulations and guidelines with all site staff, parent groups such as iSupport and ELAC as applicable, and School Site Councils to ensure appropriate planning, implementation and evaluation and to maintain compliance for each program. All site plans are reviewed for compliance along with goals and activities to improve student achievement and parent involvement before being forwarded to the Board for approval.

Schools are responsible to oversee the funding budget, allowable expenditures, program development, and learner outcomes.

It is recommended that iLEAD Lancaster submit the Consolidated Application for the Federal Funded Programs listed above by date required by the State and Federal Government.



## **FIRST AMENDED BYLAWS**

**OF**

### **ILEAD LANCASTER**

**a California Nonprofit Public Benefit Corporation**

#### **ARTICLE I**

##### **OFFICES**

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

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

#### **ARTICLE II**

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

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

#### **ARTICLE III**

##### **NONPARTISAN ACTIVITIES**

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

#### **ARTICLE IV**

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

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

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

## **ARTICLE V**

### **MEMBERS**

Section 1. The corporation shall have no members.

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

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

## **ARTICLE VI**

### **DIRECTORS**

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

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Revised and adopted on December 6, 2018

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## ARTICLE VII

### COMMITTEES

directors;

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII**

### **OFFICERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IX**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE X

### RECORDS AND REPORTS

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

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

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

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

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

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

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

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

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

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

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

The statement shall include the following information:

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

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

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

## ARTICLE XI

### GENERAL MATTERS

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

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

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

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

## ARTICLE XII

### AMENDMENTS

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



### CERTIFICATE OF SECRETARY

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

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



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Secretary, iLEAD Lancaster

**RESOLUTION NO. 2018.01**

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

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

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

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

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

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

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

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

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

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

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

Section 1. The foregoing recitals are true and correct.

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

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

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

**SECRETARY'S CERTIFICATE**

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

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

AYES: 2

NOES: 0

ABSTAIN: 0

ABSENT: 1

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

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



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







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

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


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



### Certificate of Secretary

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

Date: October 15, 2019

  
\_\_\_\_\_  
Lee Smith, Secretary



## **Vacation Policy**

Board Approved:

### **Purpose:**

iLEAD Lancaster's paid vacation plan is a part of the benefits package extended to full-time, year-round staff members and is designed to provide employees with the opportunity to balance their work and home lives. The purpose of this policy is to provide eligible employees with flexibility from work that can be used for such needs as vacation, personal or family business, appointments, volunteerism, and other activities of the employee's choice. iLEAD Lancaster's goal is to provide time for personal rejuvenation and to reduce unscheduled absences while providing reasonable accommodation to full time staff members without impacting employee compensation.

### **Eligibility:**

Staff members eligible for this benefit include non-instructional staff regularly scheduled and working 30 hours or more per week (.75 FTE) and 250 or more days per year.

### **Accrual:**

Employees are allocated vacation days when they are hired and on July 1st each year in accordance with the rate below. New employees are allocated hours on a prorated basis for the remainder of the months in the year.

Employees will accrue vacation time based on the following rate:

- Up to 15 days of paid vacation accruing at the rate of 1.25 days per month worked each school year.



#### Requesting Time Off:

New employees can request vacation upon the completion of their first month hired. Employees must submit a request for vacation time to their supervisor at least two weeks in advance. Requests will be granted on a first-come, first-served basis, taking into consideration the needs of iLEAD Lancaster.

#### Unused Vacation Time:

Employees must use all of their accrued vacation time by the end of the school year. Any vacation time not used by June 30th will be forfeited.

#### Payout:

Upon separation from employment with iLEAD Lancaster, employees will be paid for any accrued but unused vacation time.

Vacation time is a benefit that provides employees with the opportunity to rest and recharge, and we encourage employees to take advantage of this benefit. However, it is also important to balance the needs of the schools that we serve with the needs of individual employees, and we ask that all requests for vacation time be made with consideration for the needs of iLEAD Lancaster.