

### **EXPELLED PUPILS/ALTERNATIVE EDUCATION**

Learners who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within their school district of residence.

### **REHABILITATION PLAN**

Learners who are expelled from iLEAD Online shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the learner may re-apply to the School for readmission.

### **READMISSION OF EXPELLED LEARNERS**

The decision to readmit a learner or to admit a previously expelled learner from another school district or the School shall be at the sole discretion of the Board of Directors following a meeting with the School Director and the learner and parents/guardian or representative to determine whether the learner has successfully completed the rehabilitation plan and to determine whether the learner poses a threat to others or will be disruptive to the learning environment. The School Director shall make a recommendation to the Board following the meeting regarding his or her determination. The learner's readmission is also contingent upon the School's capacity at the time the learner seeks readmission.

### **SPECIAL PROCEDURES FOR THE CONSIDERATION OF SUSPENSION AND EXPULSION OF A LEARNER WITH DISABILITIES**

#### **Services During Suspension**

A learner suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the learner to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the learner's IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

#### **Procedural Safeguards/Manifestation Determination**

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a learner with a disability because of a violation of a learner code of conduct, an IEP team meeting shall be called. During that meeting, the School, the parent/guardian, and relevant members of the IEP Team shall review all relevant information in the learner's file, including the learner's IEP, any facilitator observations, and any relevant information provided by the parents/guardians to determine:

- If the conduct in question was caused by, or had a direct and substantial relationship to, the learner's disability; or
- If the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

If the School, parent/guardian, and relevant members of the IEP Team determine that either of the above is applicable, the conduct shall be determined to be a manifestation of the learner's disability.

If the School, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the learner's disability, the IEP Team shall:

- Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such learner, provided that iLEAD Online had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- If a behavioral intervention plan has been developed, review the behavioral intervention plan if the learner already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- Return the learner to the placement from which the learner was removed, unless the parent /guardian and School Director agree to a change of placement as part of the modification of the behavioral intervention plan.

If the School, the parent/guardian, and relevant members of the IEP team determine that the behavior was not a manifestation of the learner's disability and that the conduct in question was not a result of the failure to implement the IEP, then iLEAD Online may apply the relevant disciplinary procedures to learners with disabilities in the same manner and for the same duration as the procedures would be applied to learners without disabilities.

An expedited administrative hearing may be requested through the Special Education Unit of the Office of Education if (a) the parent/guardian of a learner with a disability disagrees with any decision regarding placement, or the manifestation determination, or (b) iLEAD Online believes that maintaining the current placement of the learner is substantially likely to result in injury to the learner or to others.

#### **Administrative Hearings**

When an appeal relating to the placement of the learner or the manifestation determination has been requested by either the parent or iLEAD Online, the learner shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent/guardian and iLEAD Online agree otherwise.

#### **Special Circumstances**

iLEAD Online personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a learner with a disability who violates a code of learner conduct.

The School Director or designee may remove a learner to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the learner's disability in cases where a learner:

1. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
2. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
3. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function

#### **Interim Alternative Educational Setting**

The learner's interim alternative educational setting shall be determined by the learner's IEP team.

## **PROCEDURES FOR LEARNERS NOT YET ELIGIBLE FOR SPECIAL EDUCATION SERVICES**

A learner who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the school's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if iLEAD Online had knowledge that the learner was disabled before the behavior occurred.

iLEAD Online shall be deemed to have knowledge that the learner had a disability if one of the following conditions exists:

1. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to iLEAD Online supervisory or administrative personnel, or to one of the learner's facilitators, that the learner needs special education or related services.
2. The parent has requested an evaluation of the learner.
3. The learner's facilitator or other School personnel has expressed specific concerns about a pattern of behavior demonstrated by the learner directly to the Director of Learner Support or to other School supervisory personnel.

If iLEAD Online knew or should have known the learner had a disability under any of the three (3) circumstances described above, the learner may assert any of the protections available to IDEA-eligible learners with disabilities, including the right to stay-put.

If iLEAD Online had no basis for knowledge of the learner's disability, it shall proceed with the proposed discipline. iLEAD Online shall conduct an expedited evaluation if requested by the parents/guardians; however, the learner shall remain in the education placement determined by iLEAD Online pending the results of the evaluation.

iLEAD Online shall not be deemed to have knowledge of that the learner had a disability if the parent has not allowed an evaluation, refused services, or if the learner has been evaluated and determined to not be eligible.

## ELEMENT 11: RETIREMENT COVERAGE

*Governing Law: The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. – California Education Code Section 47605.6(b)(5)(K)*

Qualified personnel of iLEAD Online will participate in State Teachers Retirement System (STRS). The School Director shall be responsible for ensuring that all appropriate retirement arrangements have been made for eligible employees.

iLEAD Online will offer 403(b) retirement plan for non-certificated staff.

All full-time non-certificated and certificated staff may participate in the following programs:

- Medical
- Dental
- Vision
- Aflac
- Short Term Disability (STD)
- Long Term Disability (LTD)
- Life Insurance
- Accidental Death & Dismemberment (AD&D)
- Employee Assistance Program (EAP)
- Worker's Compensation
- Social Security
- State Unemployment Insurance

## **ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES**

*Governing Law: The public school attendance alternatives for pupils residing within the District who choose not to attend the charter school. - California Education Code Section 47605.6(b)(5)(O)*

No learner will be required to attend iLEAD Online. Learners who reside within Acton Agua Dulce Unified School District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District's intra and inter-district policies. Parents/guardians of applicants will be informed that learners have no right to admission in a particular school in any district as a consequence of enrollment in iLEAD Online.

### **ELEMENT 13: POST-EMPLOYMENT RIGHTS OF EMPLOYEES**

*Governing Law: A description of the rights of an employee of the school district, upon leaving the employment of the school district, to work in a charter school, and of any rights of return to the school district after employment at a charter school. - California Education Code Section 47605.6(b)(5)(P)*

Those members of iLEAD Online staff who leave employment with Acton Agua Dulce Unified School District (AADUSD) to work at iLEAD Online shall not have any right to return to employment to AADUSD.

Employees of iLEAD Online who were not previous employees of AADUSD will not become employees of AADUSD and will not have the right to employment within the District upon leaving the employment of the School.

Upon dismissal from iLEAD Online no previous AADUSD employee may return to the district for employment without the prior written consent of AADUSD.

AADUSD employees cannot be required to work at iLEAD Online, nor can the District require iLEAD Online to hire District non-certificated, certificated, or confidential employees, with the exception of District employees provided to iLEAD Online as part of the administrative services paid for by iLEAD Online under a separately negotiated agreement for services or memorandum of understanding.

iLEAD Online employees are not subject to District transfers without written consent of that employee.

The iLEAD Online Board of Directors shall adopt comprehensive personnel policies and procedures that will be provided to each employee upon hire. These policies will set forth personnel obligations, rights, responsibilities, complaint procedures, discipline procedures, and other pertinent policies essential to preserving a safe and harmonious work environment. The School Director will resolve complaints and grievances and will administer any personnel discipline in accordance with these policies. Disputes over personnel discipline will not be covered by the iLEAD Online dispute resolution process and instead will be resolved through iLEAD personnel policies and procedures.

## **ELEMENT 14: DISPUTE RESOLUTION PROCEDURES**

*Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter. – California Education Code Section 47605.6(b)(5)(L)*

### **DISPUTES BETWEEN iLEAD Online AND Acton Agua Dulce Unified School District**

In the event that iLEAD Online (School) and Acton Agua Dulce Unified School District (Authorizer) have disputes regarding the terms of this charter or any other issue regarding the Charter School, both parties agree to follow the process outlined below.

In the event of a dispute the complaining party agrees to first provide to the other a written description of the complaint. In the event that the Authorizer is the complaining party and believes that the issue in dispute could lead to revocation of the charter, the written description shall so state.

The School Director and the District Superintendent or their designees shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two board members from their respective boards who shall jointly meet with the District and the School Director in a further attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the dispute shall be submitted to binding arbitration. The School Director and the District Superintendent or their designees shall attempt to agree upon a neutral, third party arbitrator. In the event they cannot do so, the matter shall be submitted to ADR Services, Inc. and an arbitrator shall be selected in accordance with ADR's rules and procedures for doing so. The California rules of evidence shall be applied in the arbitration unless the parties agree otherwise. The parties shall each bear their own attorneys' fees and costs incurred in connection with this dispute resolution process.

### **OVERSIGHT, REPORTING, REVOCATION & RENEWAL**

The Authorizer may inspect or observe any part of iLEAD Online's operations at any time. Absent exigent circumstances, the Authorizer will provide notice to the school in writing at least three working days prior to any inspection or observation. Notwithstanding anything to the contrary hereinabove, if the Authorizer believes it has cause to revoke the charter. The Authorizer shall inform the Charter School of the basis and legal grounds for such potential revocation and unless the Authorizer determines, in writing, that the violation constitutes a "severe and imminent threat to the health or safety of pupils" (EC 47607(d)), shall provide the Charter School with a reasonable opportunity to cure the legal or contractual violation that the Authorizer believes may support revocation. In the event that the Charter School fails to cure the alleged violation, the matter shall be submitted to binding arbitration in accordance with the procedures set forth hereinabove

At all times, iLEAD Online agrees to respond promptly to all reasonable inquiries, including inquiries regarding its financial records.

### **INTERNAL DISPUTES**

Any dispute arising within iLEAD Online, whether among or between learners, staff, parents/guardians, partnering organizations or Board members, shall be resolved pursuant to the policies and processes adopted by the Board of Directors (Appendix I).

In the event that the Authorizer receives a complaint directly regarding the school's

operations, the Authorizer agrees to refer said complaint to the School Director for resolution in accordance with the steps outlined above, unless otherwise prohibited by law (e.g. child abuse reporting).

**TIMELINE FOR FINAL APPEAL TO BOARD OF DIRECTORS OF iLEAD Online**

Should the party initiating the complaint choose to appeal a decision of the School Director, the appeal must submit a written request for Board of Directors review to the Board Chair within (5) five business days of the final school-level decision. The Board of Directors will hear the appeal at the next scheduled regular meeting, unless the Board Chair determines that the urgency of the issues necessitate that a special meeting be called to hear the appeal. Confidential issues will be heard in closed session, as indicated by the Brown Act.



## **ELEMENT 15: EXCLUSIVE PUBLIC EMPLOYER**

*Governing Law: A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code). - California Education Code Section 47605.6(b)(5)(P)*

iLEAD Online hereby declares that the Charter School, operated by or as its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code. Charter School shall comply with all provisions of the EERA and shall act independently from AADUSD for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.

## ELEMENT 16: CLOSURE PROCEDURES

*Governing Law: A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of public records. - California Education Code Section 47605.6(b)(5)(Q)*

If iLEAD Online ceases operation, and the Board of Directors determines that there is no successor charter school which can carry out the mission of the School, then the School shall make a decision for Closure Action. The School shall designate an entity or individual to be responsible for conducting closure activities. The designated entity or individual shall be known as the Authorized Closer. The Authorized Closer shall commence closure proceedings by providing written notification within 72 hours of the decision to School staff, parents/guardians, Acton Agua Dulce Unified School District, the Online Department of Education, the SELPA in which the School participates, the retirement systems in which the School's employees participate and the California Department of Education.

The notice shall include the effective date of the closure ("Closure Date"), the party to contact for information related to the closure, the learners' districts of residence and the manner in which parents/guardians and learners may obtain copies of pupil records, including information on completed courses and credits that meet graduation requirements. The School shall provide the Authorized Closer with a list of learners in each grade level and the courses they have completed, together with information on the learners' districts of residence. Notification to the CDE will also include a description of the circumstances of the closure and the location of learner and personnel records. In addition to the four required items above, notification to parents/guardians and learners will also include:

- Information on how to transfer the learner to an appropriate school and a process for the transfer of all learner records. The School will provide the District with original cumulative files pursuant to District policy for all learners both active and inactive at the School. Parents/ guardians will be provided with a copy of their child's cumulative records from the School.
- A certified packet of learner information that includes closure notice, a copy of their child's cumulative record which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and State testing results.
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of learner education records. FERPA gives parents certain rights with respect to their children's education records.

iLEAD Online shall announce the closure to any school districts that may be responsible for providing education services to the former learners of the School within 72 hours of the Closure Action. This notice will include a list of returning learners and their home schools.

Closure should occur at the end of an academic year if it is feasible to maintain a legally compliant program until then.

iLEAD Online will update all learner records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.

For six calendar months from the Closure Action or until budget allows, whichever comes first, sufficient staff, as deemed appropriate by the iLEAD Online Board of Directors, will maintain employment to take care of all necessary tasks and procedures required for a smooth closing of the School and learner transfers.

Learner records, including state assessment results and special education records, shall be maintained and transferred to the custody of the Authorized Closer, except for records and/or assessment results that, under the provisions of the governing charter, are required to be transferred to a different entity. Personnel records shall be maintained and transferred in accordance with applicable law.

iLEAD Online will allow the Authorizer access, inspection and copying of all school records, including financial and attendance records, upon written request by the Authorizer.

The School shall complete an independent final audit within six months of closure. The audit may also serve as the annual audit. The audit must include at least the following:

- An accounting of all assets, including cash and accounts receivable and an inventory of property, equipment and supplies.
- An accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans and unpaid staff compensation.
- An assessment of the disposition of any restricted funds received by or due to the School.

In addition to a final audit, iLEAD Online will also submit any required year-end financial reports to the California Department of Education and the County Office of Education, in the form and time frame required.

The Authorized Closer must provide for the completion and filing of any annual reports required by Ed. Code section 47604.33. Prior to the distribution of any remaining net assets of the school, the Authorized Closer shall:

- a. Determine if there are any remaining proceeds of any Restricted Government Grant that have not been expended for the purposes set forth in the Restricted Government Grant, and shall return any such remaining proceeds to the applicable federal or California governmental agency; and
- b. Dispose of, distribute or otherwise utilize any proceeds of any grants or donations (whether in cash or in-kind (i.e. materials or property)) received by the School or the School corporation from any private foundation, any other entity exempt from tax under Section 501(c)(3) of the Internal Revenue Code, as amended, any other person, or the general public in accordance with the restrictions, if any, imposed by the grantor or donor on such grants or donations at the time received by the School or the School corporation.

For purposes of subparagraph (a) above, "Restricted Government Grant" means any grant or donation (in cash or in-kind [i.e., materials or property]) made by any federal or California governmental agency to the School or the school corporation, the grant instrument of which, or the applicable law governing, requires that, upon closure of the School or dissolution of the school corporation, any proceeds of such Restricted Government Grant that have not been expended for the purposes set forth in the grant instrument or in applicable law, be returned to the granting or donating governmental agency. Any return of funds will include submission, if required, of final expenditure reports for entitlement grants and the filing of any required final expenditure reports or final performance reports. Any donated materials or property shall be returned in accordance with any conditions established when the donation of such materials or property was accepted.

iLEAD Online shall use, but is not limited to, School reserves normally maintained for contingencies and emergencies to fund closure proceedings.

The School shall provide the Authorizer within fourteen (14) calendar days of Closure Action prior written notice of any outstanding payments to staff and the method by which the School will make the payments.

Prior to final closure, iLEAD Online will do all of the following on behalf of the School's employees, and anything else required by applicable law:

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- b. File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
- c. Make final federal tax payments (employee taxes, etc.)
- d. File the final withholding tax return (Treasury Form 165).
- e. File the final return with the IRS (Form 990 and Schedule).

The School is a California nonprofit public benefit corporation (as permitted under Ed. Code section 47604(a) ("school corporation"). If in connection with the closure, the Board of Directors determines that it will dissolve the school corporation ("Dissolution"), then (i) the Dissolution shall be conducted in accordance with the requirements of the California Nonprofit Public Benefit Corporation Law ("Law") including, without limitation, Corp. Code sections 6610 et seq. and sections 6710 et seq., and (ii) the Board of Directors may select the Authorized Closer to assist with the wind-up and dissolution of the school corporation. Any net assets remaining after all debts and liabilities of the school corporation (i) have been paid to the extent of the school corporation's assets, or (ii) have been adequately provided for, shall be distributed in accordance with the school corporation's Articles of Incorporation. Recipients of iLEAD Online' net assets shall be restricted to California public schools.

## MISCELLANEOUS CHARTER PROVISIONS

### BUDGETS

Governing Law: *The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. - California Education Code Section 47605.6(h)*

As an operator of public charter schools, iLEAD Online understands the unique financial challenges facing charter schools throughout this country. Although charter schools receive similar ADA and federal funding as their traditional public school counterparts they do not have capital budgets for their facilities. Therefore, they must acquire financing or enter into leases in order to obtain facilities.

Charter schools often build their enrollment over time. Because families choose charter schools (as opposed to being assigned by local school districts) it is not uncommon for enrollment to be relatively low during early years of operation and higher in subsequent years. Many charter schools find the first years of operation to be financially challenging, especially when combining initial lower revenues with start-up expenses and the capital investments required for such items as textbooks, furniture and computers.

In spite of these challenges, the iLEAD organization has established a track record of operating financially successful charter schools.

iLEAD Schools Development currently provides administrative, financial and educational services to four California charter schools serving over 3,500 learners. At each of the schools and learning studios, the school's financial success is just as important as its academic success. Economic sustainability is critical to fulfilling the Charter School's on-going mission of serving the community.

The five-year planning budget created for iLEAD Online shows enrollment, and consequently revenue, building incrementally. In iLEAD Online's first year of operation, it will commence services with an enrollment goal of 70 learners in grades 6-12. Each subsequent year, the program will increase capacity, adding learners at each grade level. In year 5, it reaches an enrollment of 222 learners in grades 2-12 (Appendix J).

As enrollment and revenue grow in later years, iLEAD Online will gain financial strength. However, it is the intention of iLEAD Online to deliver a quality program and facilities in year one. During the first two years of operation, iLEAD Online plans to apply for the California Charter School Revolving Loan. In addition, other iLEAD organizations may loan iLEAD Online up to \$200,000 to fund operating working capital until iLEAD Online has adequate resources and establishes creditworthiness. The loan or working capital funds are pledged in order to deliver the full program outlined in this petition and to ensure there are no cash flow deficits. When iLEAD Online has a healthy surplus >5%, it will start to reinvest into instructional materials, furniture, computers and other items needed to continue delivering the educational program outlined in this charter petition.

The cost to procure all required furniture, fixtures and equipment, including textbooks and computers, will most likely be financed over the first few years of operation. It is also possible grant money will be used for this purpose.

iLEAD Online shall provide reports to the District in accordance with Education Code Section 47604.33 as follows and may provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605.6(h) will satisfy this requirement.
2. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of iLEAD Online's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education and County Superintendent of Schools.
3. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
4. By September 15, a final non-audited report from the full prior year. The report submitted to the District shall include an annual statement of all the School's receipts and expenditures for the preceding fiscal year and the School's balance sheet.

#### **ADMINISTRATIVE SERVICES**

Governing Law: *The manner in which administrative services of the school are to be provided.* - California Education Code Section 47605.6(h)

The School Director will assume the lead responsibility for administering the School under the policies adopted by the School's Board of Directors. The School Director will have a strong knowledge of California public charter school operations. The financial plan includes these essential functions as outsourced services in the Operating Cost section of the budget plan.

Should the Authorizer be interested in offering certain services to iLEAD Online for a fee, iLEAD Online shall consider the possibility of purchasing some of these services from the District if the costs are more economically feasible than those of other service providers.

iLEAD Online shall develop "best practices" in areas of fiscal management and iLEAD Schools Development will provide professional development and training in multiple areas.

#### **FINANCIAL SERVICES**

iLEAD Online understands the importance of sound financial management and will ensure the following financial services are performed by iLEAD Schools Development in a timely and accurate fashion.

Training, support and assistance in the critical functions of:

- Budget Development
- Monthly Financial Reports
- Trial Balance
- Balance Sheet
- Budget vs. Actual Revenues and Expenses
- Quarterly, Annual and Other Periodic Reports
- Budget Monitoring
- Cash Management
- Accounts Payable/Receivable

- Selection of Auditor
- Documentation for Financial Transactions
- Record Retention

#### **ADMINISTRATIVE TECHNOLOGY**

Technology used in administrative and other support areas will consist of the following or other comparable software:

- The software and hardware purchased for use by the administrative team and support staff will be in accord with California school standards. iLEAD Online plans to use School Pathways, Aeries Eagle, or comparable software, for its learner information system.
- Financial Software: iLEAD Online will use MAS500, Aptasoft, MIP, EdTech, CSMC, ABILA or other financial programs in accord with the software used by its business services provider.
- Other than software listed above, we use Microsoft Office products including Word, Excel, PowerPoint, and Outlook.
- Hardware-laptops and desktops will be provided as needed.
- Printers are readily available as are copy machines and multi-page scanners.

#### **TRANSPORTATION**

NA

#### **FOOD SERVICES**

NA

#### **IMPACT ON THE CHARTER AUTHORIZER**

*Governing Law:* *Potential civil liability effects, if any, upon the school, any school district where the charter school may operate and upon the county board of education. - California Education Code Section 47605.6(h)*

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a nonprofit public benefit corporation shall not be liable for the debts or obligations of iLEAD Online or for claims arising from the performance of acts, errors or omissions by iLEAD Online if the authority has complied with all oversight responsibilities required by law. The School shall work diligently to assist the Authorizer in meeting any and all oversight obligations under the law, including, for example, monthly meetings, reporting, or other Authorizer-requested protocol to ensure the Authorizer shall not be liable for the operation of the School.

Further, the School and the Authorizer shall enter into a memorandum of understanding, providing that iLEAD Online shall indemnify the Authorizer for the actions of the School under this charter.

#### **Hold Harmless/Indemnification Provision**

To the fullest extent permitted by law, iLEAD Online does hereby agree, at its own expense, to indemnify, defend and hold harmless the Authorizer its members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorney's fees, brought by any person or entity whatsoever, arising out of, or relating to this charter agreement. iLEAD Online further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the Authorizer and its members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims,

damages, losses and expenses including but not limited to attorney's fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by the School, and its officers, directors, employees or volunteers. Moreover, iLEAD Online agrees to indemnify and hold harmless the Authorizer for any contractual liability resulting from third party contracts with its vendors, contractors, partners or sponsors.

#### **Evidence of Insurance**

iLEAD Online shall have on file evidence of Insurance Services. Certificates shall be endorsed as follows:

"The insurance afforded by this policy shall not be suspended, canceled, reduced in coverage or limits or non-renewed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County."

Facsimile or reproduced signatures may be acceptable. However, the Authorizer reserves the right to require completed certified copies of the required insurance policies.

Should iLEAD Online deem it prudent and/or desirable to have insurance coverage for damage or theft to School, employee or learner property, for learner accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the Authorizer and its purchase shall be the responsibility of the School.

The iLEAD Online Board of Directors will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for learners, and dispute resolution.

The corporate bylaws of iLEAD Online shall provide for indemnification of the School's Board, officers, agents, and employees, and the School will purchase general liability insurance, and Board Member and Officer insurance, to secure against financial risks.

The Authorizer shall be named an additional insured on the general liability insurance of School.

#### **Insurance Requirements**

iLEAD Online shall acquire and finance general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Prior to opening, iLEAD Online shall provide evidence of the above insurance coverage to the Authorizer. The financial statements provided include the estimated costs of necessary insurance.

No coverage shall be provided to iLEAD Online by the District under any of the District's self-insured programs or commercial insurance policies. iLEAD Online shall secure and maintain, as a minimum, insurance as set forth below with insurance companies acceptable to the Authorizer in order to protect iLEAD Online from claims, which may arise from its operations. Each charter school location shall meet the below insurance requirements individually.

It shall be the School's responsibility, not the Authorizer's, to monitor its vendors, contractors, partners or sponsors for compliance with the insurance requirements.

#### **Term**



The term of this Charter shall be 1<sup>st</sup> of July 2017 through the 30<sup>th</sup> of June 2022. This Charter may be renewed for one or more subsequent five (5) year terms upon the mutual agreement of the parties.

### **Revisions**

Material revisions of the provisions contained in this Charter may be made in writing with the mutual consent of the Authorizer and the iLEAD Online Board of Directors. Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in Education Code Section 47605; provided, however, that iLEAD Online shall not be required to obtain petition signatures prior to making material amendments to the charter petition.

### **Severability**

The terms of this Charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in effect, unless mutually agreed otherwise by the respective boards of iLEAD Online and Authorizer. The Authorizer and the School agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

### **MOU for Services**

The Authorizer and iLEAD Online may enter into a mutually agreeable MOU, which outlines further details of the relationship between the District and the School.

The MOU may include, without limitation, the following:

- Services to be purchased by iLEAD Online from the Authorizer, and the fee schedule for such services, transportation and food services to be provided by the Authorizer, if any, special education services and funding formulas, hold harmless indemnification, if required by the Authorizer, cash advances to handle cash flow issues, if necessary, charter school's receipt of mandated cost reimbursement, fiscal reporting requirements to the state, either independently or through the district, and district support for iLEAD Online in seeking additional funding.

The Authorizer will also be expected to provide oversight and performance monitoring services, including the monitoring of school and learner performance data, reviewing the school's financial statement and audit reports, performing annual course reviews, and considering charter amendment and renewal requests.

This MOU will delineate the liability of Authorizer if iLEAD Online should default. As a nonprofit organization, iLEAD Online anticipates that Acton Agua Dulce Unified School District's liability will be minimal as long as the Authorizer performs its oversight functions, according to law. iLEAD Online reserves the right to purchase additional administrative or other goods or services from any third party as needed.

### **CONCLUSION**

By approving this Charter, the Authorizer will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; encourage the use of different and innovative teaching methods; increase learning opportunities for all learners with special emphasis on expanded learning opportunities for all pupils who are identified as academically low achieving; create new professional opportunities for facilitators; and provide parents/guardians and pupils with expanded choices in education and following the directive of law to encourage the creation of Charter schools. The Petitioners are eager to work independently, yet cooperatively with the

Authorizer to raise the bar for what a charter school can and should be. To this end, the Petitioners pledge to work cooperatively with the Authorizer to answer any concerns over this document and to present the Authorizer with the strongest possible proposal requesting a five-year charter term to begin operation in 2017-18.

(Name of Proposed Charter School)

[illegible]



## iLEAD Non Classroom-based 2017-2018 Learning Program

AREAS OF KNOWLEDGE	Performance Indicator	SUGGESTED LEARNING PATH
<p><b>Community Engagement</b></p> <p>Learners demonstrate purposeful contribution in school, local, and global communities as a means to enrich personal learning, practice civic responsibility, and strengthen communities.</p>	<p>Thoughtfully produces and consumes media (<b>MEDIA</b>)</p> <p>Shows ability to challenge assumptions, gather evidence, and consider multiple perspectives (<b>PERSPECTIVE</b>)</p> <p>Demonstrates understanding of the connection between the past, the present, and the future (<b>CONNECTION</b>)</p> <p>Contributes to a diverse community using cross-cultural skills (<b>CULTURE</b>)</p> <p>Analyzes the influence of a variety of factors on health behaviors and advocates for personal, family, and community health. (<i>family, peers, culture, media, technology, and other factors</i>) (<b>HEALTH</b>)</p> <p>Demonstrates understanding of different cultures and diversity through language (<b>LANGUAGE</b>)</p>	<p><b><u>Suggested Courses for Graduation:</u></b></p> <p>Four courses in English</p> <p>Two courses in mathematics, including one year of Algebra I (3 Years recommended)</p> <p>Two courses in science, including biological and physical sciences (3 Years recommended)</p> <p>Three courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics, and a one-semester course in economics</p> <p>One course in visual or performing arts, foreign language, or career technical education</p> <p>One course in physical education, unless the pupil has been exempted pursuant to the provisions of <i>EC Section 51241</i></p> <p>Elective courses of learner's choosing</p> <p>One concurrent enrollment course at community college or college</p>

<p><b>Collaboration and Teaming</b> Learners will use a variety of interpersonal skills to demonstrate a respect for cultural and individual strengths and differences while working in various roles to enhance the group's overall goal, process and performance.</p>	<p>Listens actively and speaks so others can understand <b>(COMMUNICATION)</b></p> <p>Collaborates with others to negotiate and resolve issues <b>(DIPLOMACY)</b></p> <p>Makes responsible decisions <b>(RESPONSIBILITY)</b></p> <p>Demonstrates balance between time, resources, people, and places <b>(BALANCE)</b></p> <p>Demonstrates personal and academic integrity <b>(INTEGRITY)</b></p>	
<p><b>Problem-Solving and Risk-Taking</b> Learners demonstrate unique problem solving and risk-taking abilities in a variety of situations through productive struggle, ownership of work, drafting and revision, and gradual resolution.</p>	<p>Advocates and shows accountability for learning <b>(ACCOUNTABILITY)</b></p> <p>Reflects and evaluates with a growth mindset <b>(GROWTH MINDSET)</b></p> <p>Sets and monitors goals <b>(GOAL SETTING)</b></p> <p>Solves problems using mathematical reasoning <b>(MATHEMATICAL REASONING)</b></p> <p>Solves challenging problems <b>(CHALLENGE)</b></p> <p>Makes responsible financial decisions <b>(FINANCE)</b></p> <p>Maximizes personal potential by taking risks to achieve growth <b>(PARACHUTE)</b></p>	
AREAS OF KNOWLEDGE	Performance Indicator	
<p><b>Innovation/creativity</b> Learners demonstrate curiosity and readiness to create or innovate ideas, processes, and products to show their beautiful work.</p>	<p>Synergizes to develop new ideas <b>(SYNERGY)</b></p> <p>Expresses oneself through a variety of disciplines and mediums <b>(EXPRESSION)</b></p> <p>Demonstrates grit to develop beautiful work <b>(GRIT)</b></p>	

<p><b>Intellectual rigor (critical thinking, &amp; knowledge)</b> Learner analyzes information using relevant research, inquiry, and investigation to develop a personal understanding of meaningful and relevant information.</p>	<p>Reads with understanding (<b>COMPREHENSION</b>)</p> <p>Conveys Ideas in writing (<b>SCRIPT</b>)</p> <p>Applies research to learning (<b>RESEARCH</b>)</p> <p>Applies learning from historical perspectives to address real-world problems that matter to them and their community (<b>HISTORICAL APPLICATION</b>)</p> <p>Applies the scientific method to research and experiment (<b>SCIENTIFIC CURIOSITY</b>)</p>	
<p><b><u>Creating Healthy Life Choices:</u></b> Learners demonstrate an understanding that the decisions that they today influence their health, family, community, and society.</p>	<p>Analyzes the influence of family, peers, culture, media, technology, and other factors on health behaviors and advocates for personal, family, and community health (<b>WELLBEING</b>)</p> <p>Practices healthy personal habits (<b>HEALTHY HABITS</b>)</p>	

**BYLAWS**  
**OF**  
**CHARTER SCHOOL**

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 Article 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. SOLE STATUTORY MEMBER. Unless and until these bylaws are amended to provide otherwise, s Schools Development, a California Nonprofit Public Benefit Corporation, shall be the sole member of this corporation (the "Sole Statutory Member") as the term "member" is defined in Section 5056 of the California Corporations Code (the "Code"). The membership of the Sole Statutory Member in the corporation is not transferable.

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 Section 5056 of the Code, 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 corporation may confer by amendment of its articles of incorporation or these bylaws some or all of the rights of a member, as set forth in the Law, upon any person who does not have the right to vote for the election of

directors, on a disposition of substantially all of the corporation's assets, on the merger or dissolution of it, or on changes to its articles of incorporation or bylaws, but no such person shall be a member within the meaning of Section 5056. 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. RIGHTS OF STATUTORY MEMBER. The Sole Statutory Member shall have the right, as set forth in these bylaws and Section 5056 of the Code, to elect or appoint members of the board of directors, to remove members of the board of directors, to vote on the disposition of all or substantially all of the corporation's assets, to vote on any merger and its principal terms and any amendment of those terms, and to vote on any election to dissolve the corporation, and as otherwise required under the Law and/or set forth in these bylaws.

## **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 exercised by or under the 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. The authorized number of directors shall be no less than five (5) and no more than eleven (11), unless changed by amendments to these bylaws. All directors are to be designated by the Sole Statutory Member. The board of directors shall consist of at least five (5) directors unless changed by an amendment to these bylaws.

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. Each director shall hold office for one (1) year. A director may serve multiple terms of service, subject to approval by the Sole Statutory Member. 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; (c) the increase of the authorized number of directors; and (d) the failure of the Sole Statutory Member, at any meeting of the Sole Statutory Member at which any director or directors are to be designated, to designate the number of directors required to be designated at such meeting.

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 Sole Statutory Member may designate a successor to take office as of the date when the resignation becomes effective. Except upon notice to the Attorney General of California, no director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs.

Section 6. REMOVAL OF DIRECTORS. A director may be removed by the Sole Statutory Member. The Sole Statutory Member, in its sole discretion, may remove a director at any time for any reason, with or without cause or advance notice.

Section 7. VACANCIES. Vacancies on the board of directors shall be filled solely by the Sole Statutory Member.

Section 8. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. 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. In the absence of such designation, meetings shall be held at the principal executive office of the corporation. Any meeting, annual, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another. All such directors shall be deemed to be present in person at such telephonic meeting. Prior written notice of any and all such meetings of the board of directors shall be provided to the Sole Statutory Member at least forty-eight (48) hours prior to the time of the holding of the meeting.

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, 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. Notice of regular meetings shall not be required if the time and place of such meeting is fixed by these bylaws or by the board of directors.

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.

Notice of the time and place of special meetings shall be delivered to each director personally or 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. In case the notice is mailed, it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone or telegraph, it shall be delivered personally or by telephone or to the telegraph company at least forty-eight (48) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to the person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.

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 13 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 Section 5212 of the Code (appointment of committees), Section 5233 of the Code (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 of the Code (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of directors or officers), and Section 5238(e) of the Code (indemnification of directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting, or such greater number as is required by the articles of incorporation, these bylaws, or the Law.

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.

Section 14. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all directors shall individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. The written consent or consents shall be filed with the minutes of the proceedings of the board.

Section 15. 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. Nothing contained herein shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise,

and receiving compensation for such services if compensation is awarded by the board of directors.

Section 16. RESTRICTION ON BOARD AUTHORITY. The board of directors shall not, without the prior written approval of the Sole Statutory Member, make material revisions to the charter that created the charter school that operates as, or is operated by, this corporation.

## **ARTICLE VII**

### **COMMITTEES**

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 Law, also requires approval of the Sole Statutory Member or board of directors;
- (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 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 Section 5233(d)(3) of the Code.

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 and meetings by telephone), 9 (annual and regular meetings), 10 (special meetings), 11 (quorum), 12 (waiver of notice), 13 (adjournment) and 14 (action without meeting), 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.

## **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 Section 5238 of the Code.

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 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 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 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, which shall be promptly provided to the Sole Statutory Member. 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 Sole Statutory Member or 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 the Sole Statutory Member or any director, furnish to such director a copy of the articles of incorporation or bylaws, as amended to date.

Section 3. INSPECTION. The Sole Statutory Member and 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 the Sole Statutory Member or 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.

Section 4. ANNUAL REPORTS. The board of directors shall cause an annual report to be sent to the directors and the Sole Statutory Member 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 the Sole Statutory Member and all directors, the corporation shall annually prepare and mail or deliver to the Sole Statutory Member and 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 Section 5238(e)(2) of the Code.

## **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, the Law, or to the 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 solely the written consent of the Sole Statutory Member; provided, however, that if the articles of incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

### **CERTIFICATE OF SECRETARY**

The undersigned, being the duly elected and acting Secretary of iLEAD Schools Development, a California nonprofit public benefit corporation, does hereby certify that the foregoing Restated Bylaws constitute the Restated Bylaws of this corporation as duly adopted at the organizational meeting of the Board of Directors on \_\_\_\_\_, 2017.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

\_\_\_\_\_, Secretary



**STATE OF CALIFORNIA**

**ARTICLES OF INCORPORATION  
OF**

**A California Nonprofit Public Benefit Corporation**

**I.**

The name of the corporation is iLEAD Online ("Corporation").

**II.**

A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific purpose of this Corporation is to operate a public charter school.

**III.**

The name and address in the State of California of this Corporation's initial agent for service of process is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IV.**

The initial street and mailing address in the State of California of this Corporation is:

\_\_\_\_\_  
\_\_\_\_\_

**V.**

A. The Corporation is organized and shall be operated exclusively for charitable, educational, and scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code").

B. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

C. No substantial part of the activities of the Corporation shall be the carrying on of

propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

D. Notwithstanding any other provision of these Articles, the 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 the Corporation, and the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from taxation under section 501(a) of the Code as an organization described in section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

E. It is intended that the Corporation shall have the status of a corporation which is exempt from federal income taxation under section 501(a) of the Code as an organization described in section 501(c)(3) of the Code and which is other than a private foundation by reason of being described in section 509(a) of the Code. These Articles shall be construed accordingly, and all powers and activities of the Corporation shall be limited accordingly. In the event the Corporation is determined to be a private foundation within the meaning of section 509 of the Code, then during such period:

(i) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Code.

(ii) The Corporation shall not engage in any act of self-dealing, as defined in section 4941(d) of the Code.

(iii) The Corporation shall not retain any excess business holdings as defined in section 4943(c) of the Code.

(iv) The Corporation shall not make any investments in such manner as to subject it to tax under section 4944 of the Code.

(v) The Corporation shall not make any taxable expenditures as defined in section 4945(d) of the Code.

## VI.

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation for one or more exempt purposes within the meaning of section 501(c)(3) of the Code, or shall distribute such assets to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of

by the applicable court in the county which the principal office of the Corporation is then located, exclusively for one or more exempt purposes within the meaning of section 501(c)(3) of the Code, or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

**VII.**

Except as otherwise provided herein, all conditions, qualifications, requirements, privileges and regulations regarding the Board of Directors of the Corporation, including voting rights if any, shall be fixed and governed by or pursuant to the Bylaws of the Corporation.

**VIII.**

The Corporation is authorized to indemnify its agents (as defined in section 5238 of the California Nonprofit Corporation Law) to the fullest extent permissible under California law.

Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
\_\_\_\_\_, Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation which execution is my act and deed.

\_\_\_\_\_  
\_\_\_\_\_, Incorporator

## **CONFLICT OF INTEREST POLICY**

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### **ARTICLE I PURPOSE**

Section 1. **PURPOSE.** The purpose of this conflict of interest policy ("Policy") is to protect iLEAD Online ("School") interests when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the School or might result in a possible excess benefit transaction. This Policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to charter schools.

### **ARTICLE II DEFINITIONS**

Section 1. **INTERESTED PERSON.** Any director, officer, or member of a committee with Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

Section 2. **FINANCIAL INTEREST.** A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

- a) An ownership or investment interest in any entity with which the School has a transaction or arrangement;
- b) A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
- c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the governing Board decides that a conflict of interest exists.

### **ARTICLE III PROCEDURES**

Section 1. **DUTY TO DISCLOSE.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors considering the proposed transaction or arrangement.

Section 2. DETERMINING WHETHER A CONFLICT EXISTS. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall recuse him/herself, and leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining financially disinterested Board members shall decide if a conflict of interest exists.

Section 3. PROCEDURES FOR ADDRESSING THE CONFLICT. The procedures for addressing the conflict of interest are:

- a) An interested person should disclose his/her potential conflict of interest at the Board meeting. Then he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b) The Board President shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c) After exercising due diligence, the Board shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

Section 4. VIOLATIONS OF THE POLICY. Violations of the conflict of interest policy include:

- a) If the Board has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **ARTICLE IV RECORDS OF PROCEEDINGS**

Section 1. RECORDS OF PROCEEDINGS. The minutes of the Board shall contain:

- a) The names of persons who disclosed or otherwise were found to have a financial

interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.

- b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## **ARTICLE V COMPENSATION**

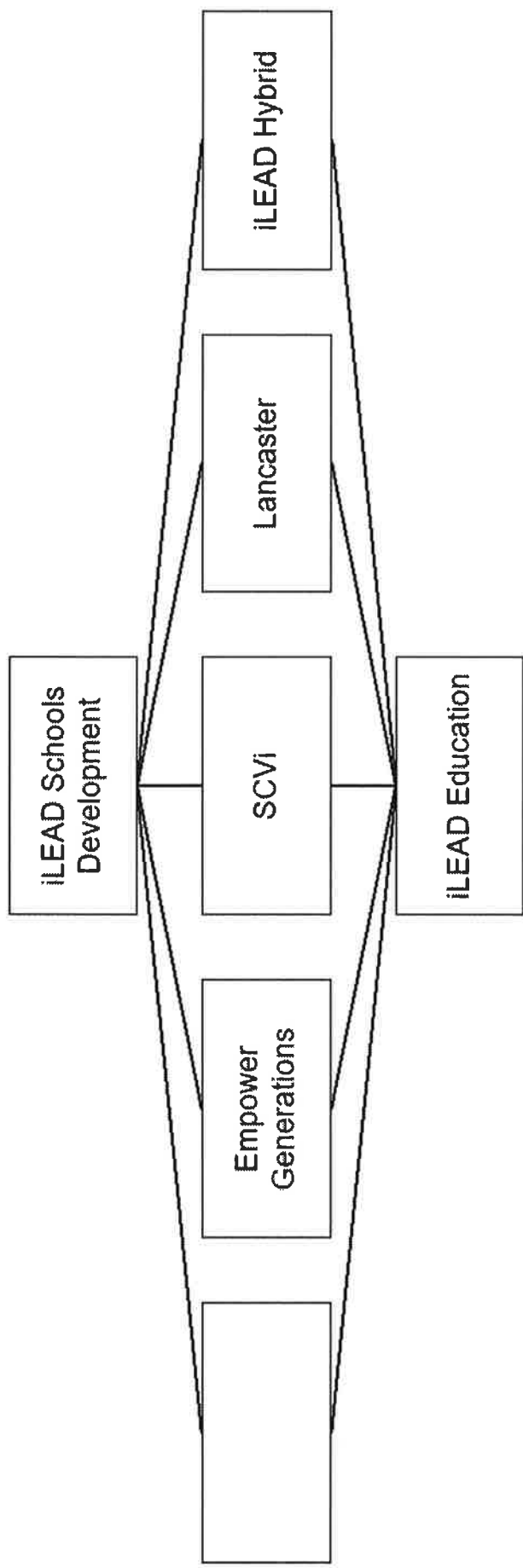
Section 1.      **COMPENSATION.** A member of the Board who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation.

\*       \*       \*       \*       \*

The iLEAD Online Board of Directors hereby adopts this Conflict of Interest Policy, which shall apply to all Board members, officers, candidates for membership and office on the Board, and committee members with governing Board delegated powers.

Date: \_\_\_\_\_, 2017

\_\_\_\_\_  
Board Secretary



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## Fiscal

### FISCAL POLICIES

#### A. Budget Development and Oversight Calendar and Responsibilities

iLEAD Online will develop and monitor its budget in accord with the annual budget development and monitoring calendar as specified below.

#### ***January – February***

- The Finance Committee of the Board works with iLEAD Schools Development (iSD) and School Director to review Governor’s proposed state budget for the upcoming fiscal year, and identify the likely range of revenues for the school’s upcoming fiscal year (July 1-June 30).
- ISD reviews/prepares a set of proposed budget development principles for board review and approval.
- The Board Finance Committee develops rough planning budget for upcoming fiscal year, including projected enrollment and any proposed staffing changes.
- Develop five-year budget projection in accord with the school’s established strategic and growth plans.
- Ongoing monitoring and revision of current year budget.

#### ***March – June***

- ISD, working in conjunction with staff, Board members, and Treasurer, prepares a formal budget plan for upcoming fiscal year. The plan is reviewed by the Finance Committee of the Board.
- Ongoing monitoring and revision of current year budget by ISD and Board Finance Committee.
- The Audit Committee of the Board solicits bids for the annual audit and selects an auditor or reevaluates current auditors.
- ISD reviews revenue projections subsequent to the Governor’s annual “May Revise” budget figures, fine-tunes the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow

projections. The Board Finance Committee reviews and finalizes the proposed budget for the upcoming fiscal year and forwards to the Board.

- The Board reviews and formally adopts a budget for upcoming fiscal year before June 15. A copy of the final budget is provided to the charter-granting agency.
- Ongoing monitoring and revision of current year budget by Board Finance Committee.

### *July – August*

- Books for prior fiscal year are closed, all transactions are posted, and records assembled for audit.
- Budget is reviewed subsequent to the adoption of the state Budget Act and necessary adjustments are made by Board Finance Committee. A copy of the revised final budget is provided to the charter-granting agency upon request.
- At the end of the first full week of school, ISD reviews the Charter School's actual attendance figures and notifies the Board if actual attendance is below budget projections. If needed, the school's budget is again revised to match likely revenues.

### *September – December*

- Unaudited actuals will be sent to charter-granting agency no later September 15.
- Independent auditor performs audit of the just-closed fiscal year and prepares audit report for submission to the Audit Committee
- The Audit Committee of the Board reviews a copy of the audit. ISD and Board Finance Committee address any audit exceptions or adverse findings. Audit report and any follow-up plans are submitted to charter-granting agency by December 15.
- The Board Finance Committee will submit the first interim report to the charter-granting agency by December 15.
- ISD reviews current year actual versus budgeted revenues and expenditure during the first quarter of the school year and reports to the Finance Committee.

The Board approves any needed changes to the annual budget.

- Ongoing monitoring and revision of current year budget by Board Finance Committee.

**B. Controls, Budget, and Fiscal Management**

iLEAD Online will maintain in effect the following principles in its ongoing fiscal management practices to ensure that, (1) expenditures are authorized by and in accord with amounts specified in the board-adopted budget, (2) the school's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and (3) all transactions are recorded and documented in an appropriate manner.

***Segregation of Duties***

iLEAD Online will develop and maintain simple check request and purchase order forms to document the authorization of all non-payroll expenditures. All proposed expenditures must be approved by the School Director who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget and sign the check request form. The ISD executive directors, School Director, and one or more Board members are the only authorized signers on checks. All checks over \$10,000 with the exception of rent must be co-signed by an Executive Director of ISD and School Director and countersigned and reviewed by one Board member to ensure separation of expenditure authorization and check signing functions.

All transactions will be posted in an electronic general ledger. The transactions will be posted on the ledger by ISD controller. To ensure segregation of recording and authorization, the ISD controller may not co-sign check requests for purchase orders.

***Banking Arrangements***

iLEAD Online will maintain its accounts either in the County Treasury or at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments or in the County's Pooled Money Investment Fund.

ISD will reconcile the school's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. ISD and Finance Committee of the Board will regularly review these statements. The School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed \$500, may be established with an appropriate ledger to be reconciled monthly by the school business manager, who shall not be authorized to expend petty cash.

All funds received shall be deposited or transferred into the school's accounts at the earliest possible convenience and in no event later than 48 hours after receipt.

### ***Purchasing Procedures***

All purchases over \$10,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. ISD shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least two vendors were contacted and such documentation shall be maintained for three years. All purchases in excess of \$10,000 must

be bid by a board-approved process, except in the case of emergencies that necessitate the purchase of emergency response supplies, equipment, or services.

### ***Record Keeping***

Transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by school staff in a secure location for at least three years, or as long as required by applicable law, whichever is longer. Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure off-site location, separate from the school.

### ***Property Inventory***

ISD, in collaboration with the School Director, shall establish and maintain an inventory of all non-consumable goods and equipment worth over \$500. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets. This property will be inventoried on an annual basis and lists of any missing property shall be presented to the Board.

All non-consumable school property lent to students shall be returned to the school no later than 5 working days after end of the school year.

Any excess or surplus property owned by the school may be sold or auctioned by the School Director and ISD provided the School Director and ISD engage in due diligence to maximize the value of the sale or auction to the school. The sale or auction of property owned by the school with a fair market value in excess of \$3,000 shall be approved in advance by the Board.

### ***Payroll Services***

iLEAD Online will contract ISD for payroll services. ISD will contract with a reputable, bonded, and insured payroll contractor to prepare payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. ISD will establish

and oversee a system to prepare time and attendance reports, and submits payroll check requests. ISD Payroll Coordinator and Board Treasurer will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form and tax withholding forms.

### ***Attendance Accounting***

ISD will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engaged in the activities required of them by the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and the applicable California Administrative Code sections defining Charter School Average Daily Attendance. Therefore:

- ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by the School.
- The School's instructional calendar will include at least 175 days of instruction to avoid the fiscal penalty for providing fewer than 175 days of instruction as provided by the Administrative Code regulation. The calendar must also document that the school offers an amount of annual minutes of instruction as required pursuant to applicable law.
- Independent study must be pre-arranged by the student's adult guardian and the School and that the adult guardian will be required to complete and submit documentation of engagement in instructional activity to the school on forms prepared by the school. As applicable, such study shall be in full compliance with law governing independent study.

### ***Annual Financial Audit***

The Board will annually appoint an audit committee by October 1. Any persons with expenditure authorization or recording responsibilities within the school may not serve on the committee. ISD shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to (1) an audit of the accuracy of school's financial statements, (2) an audit of the school's attendance accounting and revenue claims practices, and (3) an audit of the school's internal controls practices. If the school receives over \$300,000 from federal sources, the audit shall be

prepared in accordance with any relevant Office of Management and Budget audit circulars. The Audit shall be completed, reviewed by ISD and the Board, and submitted to the charter-granting agency, the County Office of Education, the Office of the State Controller, and California Department of Education prior to December 15 of each year.

### ***Annual Tax Returns***

The Board will annually review the tax returns prepared by the auditors prior to filing. The tax return is due on November 15 but an extension may be filed until May 15.

### **C. Negotiating Funding Entitlements**

ISD shall prepare a set of negotiating principles for Board approval prior to engaging in negotiations over funding entitlements with the charter granting agency and state. ISD will take lead responsibility for negotiating all revenue arrangements with the charter granting agency and appropriate state education agency staff. These arrangements will be documented in appropriate and detailed Memoranda of Understanding for approval by the Board.

### **D. Required Budget and Other Fiscal Reports**

ISD will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the school's charter. These include, but are not limited to, attendance reports, enrollment and other data reports required by the California Basic Education Data System, and other related data.

### **E. Property and Liability Insurance**

ISD shall ensure that the school retains appropriate property and liability insurance coverage. Property insurance shall be obtained and address business interruption and casualty needs, including flood, fire, earthquake, and other hazards with replacement cost coverage for all assets listed in the school's Property Inventory and consumables. Premises and Board errors and omissions liability insurance shall also be obtained and kept in force at all times on a "claims made" form with a self insured retention of no more than \$50,000 per occurrence and limit of no less than \$5 million per occurrence. The School Director and other staff who manage funds shall be placed under a fidelity bond.

### **F. Board Compensation**

Board members shall serve without compensation, but may be reimbursed for actual and necessary expenses. Expenses for travel necessary to attending board meetings and meetings of board committees need not be approved in advance by the board. All other expenses shall be approved in advance by the board. Travel expenses reimbursed shall not exceed levels that would be subject to federal or state income tax. All expenses reimbursed shall be documented by receipts and in no event may reimbursements exceed actual expenses.

G. Authority to Enter Into Contracts and Agreements

Except as otherwise provided in these policies, the School Director may enter into contracts and agreements not to exceed \$10,000 without Board approval, provided funds sufficient for the contract or agreement are authorized and available within the school's board-adopted budget. Contracts and agreements in excess of \$10,000 must be submitted for board approval and may be executed by the School Director or other person specifically designated by the Board after the Board has duly approved the contract or agreement.

H. Fundraising, Grant Solicitation, and Donation Recognition

The Board shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the state or federal government. The Board shall be notified no later than the next regular board meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations, or receipts of fundraising proceeds prior to their deposit in the school's accounts.

Adapted with permission from *California Charter School Finance, Revised 2003 Edition*.

Adopted:

Amended:

## **Uniform Complaint Procedure Policy**

The Board of Directors of iLEAD Online Charter School recognizes that iLEAD Online is responsible for complying with applicable state and federal laws and regulations governing educational programs.

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by a local educational agency of federal or state laws or regulations governing educational programs, including allegations of unlawful discrimination, harassment, intimidation, bullying and noncompliance with laws relating to pupil fees.

This document presents information about how iLEAD Online processes UCP complaints concerning particular programs or activities in which we receive state or federal funding. A complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, bullying and charging pupil fees for participation in an educational activity. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation, bullying and noncompliance with laws relating to pupil fees. If the complainant is unable to put the complaint in writing, due to a disability or illiteracy iLEAD Online shall assist the complainant in the filing of the complaint.

A pupil fee is a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of state codes and constitutional provisions which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers. Educational activities are those offered by a school, school district, charter school, or county office of education that constitute a fundamental part of education, including, but not limited to, curricular and extracurricular activities. A pupil fee includes, but is not limited to, all of the following:

1. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
2. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
3. A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

This document also applies to the filing of complaints which allege unlawful discrimination, harassment, intimidation, and bullying against any protected group as identified in the Education Code and the Government Code, including those with actual or perceived characteristics such as age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, disability, nationality, national origin, race or ethnicity, religion, sex, sexual orientation, or on the basis of a



person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by a local agency, which is funded directly by, or that receives or benefits from any state financial assistance.

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

1. Allegations of child abuse shall be referred to County Dept. of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
2. Health and safety complaints regarding a Child Development Program shall be referred to Dept. of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.
3. Employment discrimination complaints shall be sent to the State Dept. of Fair Employment and Housing.
4. Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education.

#### **The responsibilities of iLEAD Online.**

iLEAD Online has the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate complaints alleging failure to comply with applicable state and federal laws and regulations and/or alleging discrimination, harassment, intimidation, bullying and charging pupil fees for participation in an educational activity and seek to resolve those complaints in accordance with our UCP procedures.

With regard to complaints of noncompliance with laws relating to pupil fees, if iLEAD Online finds merit in a complaint a remedy will be provided to all affected pupils, parents and guardians, that, where applicable, will include reasonable efforts by iLEAD Online to ensure full reimbursement to all affected pupils, parents and guardians.

Our UCP policies shall ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, and bullying remain confidential as appropriate.

The person responsible for receiving and investigating complaints and ensuring our compliance with state and federal laws and regulations is:

**Dawn Evenson**

We ensure that the person above, who is responsible for compliance and/or investigations, is knowledgeable about the laws/programs that he/she is assigned to investigate.

We shall annually notify in writing our pupils, employees, parents or guardians of our pupils, the district advisory committee, school advisory committees, appropriate private school officials or

representatives, and other interested parties of our UCP process regarding an alleged violation by a local agency of federal or state law or regulations governing educational programs, including allegations of unlawful discrimination, harassment, intimidation, bullying and noncompliance with laws relating to pupil fees. The UCP Annual Notice will be disseminated to all of the six required groups each year and will include information on how to appeal to the CDE. An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

Our UCP Annual Notice shall also advise the recipient of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation, and bullying laws, if applicable, and of the right to appeal. Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

A copy of this UCP complaint policies and procedures document shall be available free of charge.

### **Filing a complaint with iLEAD Online.**

Emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff, and teacher vacancies or misassignments. and complaints that allege discrimination, harassment, intimidation, and bullying, any individual, public agency or organization may file a written complaint with our district superintendent or his or her designee alleging a matter which, if true, would constitute a violation by our LEA of federal or state law or regulation governing a program. A complaint of noncompliance with laws relating to pupil fees may be filed with the principal of a school under the Uniform Complaint Procedures and may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.

An investigation of alleged unlawful discrimination, harassment, intimidation, and bullying shall be initiated by filing a complaint no later than six months from the date the alleged discrimination, harassment, intimidation, or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, and bullying. The time for filing may be extended in writing by our district superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. The period for filing may be extended by our superintendent or his or her designee for good cause for a period not to exceed 90 calendar days following the expiration of the six-month time period. Our superintendent shall respond immediately upon a receipt of a request for extension.

The complaint shall be filed by one who alleges that he or she has personally suffered unlawful discrimination, harassment intimidation, and bullying or by one who believes an individual or any specific class of individuals has been subjected to discrimination, harassment, intimidation, and bullying prohibited by this part.

An investigation of a discrimination, harassment, intimidation, and bullying complaint shall be conducted in a manner that protects confidentiality of the parties and maintains the integrity of the process.

Within 60 calendar days from the date of the receipt of the complaint, we shall conduct and complete an investigation of the complaint in accordance with our UCP policies and procedures and prepare a

written Decision; also known as a final report. This time period may be extended by written agreement of the complainant.

The investigation shall include an opportunity for the complainant, or the complainant's representative, or both, to present the complaint(s) and evidence or information leading to evidence to support the allegations of non-compliance with state and federal laws and/or regulations.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by iLEAD Online to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

We shall issue a Decision based on the evidence. The Decision shall be in writing and sent to the complainant within 60 calendar days from receipt of the complaint by the local educational agency. The Decision should contain:

- (i) the findings of fact based on the evidence gathered,
- (ii) conclusion of law,
- (iii) disposition of the complaint,
- (iv) the rationale for such disposition,
- (v) corrective actions, if any are warranted,
- (vi) notice of the complainant's right to appeal our LEA Decision to the CDE, and
- (vii) procedures to be followed for initiating an appeal to the CDE.

Nothing in this document shall prohibit anyone involved in the complaint from utilizing alternative methods to resolve the allegations, such as mediation; nor are we prohibited from resolving complaints prior to the formal filing of a written complaint. Mediation is a problem solving activity whereby a third party assists the parties to the dispute in resolving the complaint.

iLEAD Online reserves the right to modify locations for receipt of forms as necessary.

**COMMUNITY COMPLAINT FORM**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_

1 School site and person you are filing a complaint against:

2 Has this been discussed with him/her?      Y      N      Date:

3 Has the complaint been discussed with the      Y      N      Date:  
principal or supervisor?

**Description of Complaint:** Please include all important information such as location, names, dates, who was present, and to whom it was reported. Please use additional paper if more space is needed.

What remedy or action do you suggest?

Signature:

Date received by iLEAD Online Office : \_\_\_\_\_

**iLEAD Online  
Income Statement  
2018-2019**

**Revenue**

<b>8000 - State Funding LCFF</b>		
8011 State Aid	\$	548,522
8012 Education Protection Account	\$	13,860
8096 In Lieu Property Taxes	\$	37,624
	<b>\$</b>	<b>600,006</b>
<b>8100 - Federal Revenue</b>		
8181 Federal Special Education - Entitlement	\$	-
8220 Child Nutrition Programs	\$	-
8290 All Other Federal Revenue - Implementation Grant	\$	-
	<b>\$</b>	<b>-</b>
<b>8300 - Other State Funding Apportionments</b>		
8311 Other State Apportionments - Special Education	\$	33,464
8312 Other State Apportionments - Mental Health (SpEd)	\$	5,000
8313 Other State Apportionments - Facilities Reimbursement	\$	-
	<b>\$</b>	<b>38,464</b>
<b>8500 - Other State Revenue</b>		
8520 Child Nutrition	\$	-
8530 Child Development Apportionments	\$	-
8550 Mandated Cost Reimbursements	\$	426
8560 State Lottery Revenue	\$	11,920
8590 All Other State Revenues	\$	-
	<b>\$</b>	<b>12,346</b>
<b>8600 - Other Revenue</b>		
8634 Food Service Sales	\$	-
8640 After School Care	\$	-
8645 Student Activities	\$	-
8655 Facilities Use	\$	-
8672 Nonresident Student Fees	\$	-
	<b>\$</b>	<b>-</b>
<b>8700 - Tuition and Other Transfers</b>		
8710 Tuition	\$	-
8721 Special Education SELPA Transfers	\$	-
	<b>\$</b>	<b>-</b>
<b>8800 - Donations &amp; Fundraising</b>		
8810 Family Giving	\$	-
8830 Fundraising	\$	-
8840 Grants	\$	-
8900 Other Financing Sources	\$	-
	<b>\$</b>	<b>-</b>
<b>Total Revenue</b>	<b>\$</b>	<b>650,815</b>

**Expenditures**

<b>1000 - Certificated Staff</b>		
1110 Site-Based Teacher Salaries	\$	-
1120 Independent Study Facilitator Salaries	\$	156,000
1130 Education Specialist Salaries (SpEd)	\$	30,000
1140 Elective Teacher Salaries	\$	-
1150 Substitute Teacher Salaries	\$	-
1190 After School/Extra Duty	\$	-
1210 Psychologist & Counseling Services (SpEd)	\$	-
1220 Speech Therapy & Other Services (SpEd)	\$	-
1310 Directors	\$	-
1910 Coaching & Curriculum Salaries	\$	-
1920 Coaching & Curriculum Salaries - BTSA Support	\$	-
	<b>\$</b>	<b>186,000</b>
<b>2000 - Classified Staff</b>		
2110 Classified Elective Salaries	\$	-
2120 Classified Classroom Aide Salaries	\$	-

**iLEAD Online  
Income Statement  
2018-2019**

2210	Classified Educational Specialist Assistants (SpEd)	\$	-
2220	Classified Speech Therapy & Other Services (SpEd)	\$	-
2310	Classified Directors	\$	-
2410	Classified Office Support (Business, Reception, Support, etc)	\$	33,280
2910	Classified CARE Team Salaries	\$	-
2920	Classified After School Care Salaries	\$	-
2930	Classified After School Program Salaries	\$	-
2940	Classified High School Counseling Salaries	\$	-
2950	Classified Food Services Salaries	\$	-
2960	Classified Facilities/Maintenance Salaries	\$	-
2970	Classified Substitute Teacher Salaries	\$	-
		<u>\$</u>	<u>33,280</u>
<b>3000 - Benefits</b>			
3101	State Teachers' Retirement System - certificated positions	\$	29,726
3302	OASDI (Social Security) - classified positions	\$	2,063
3311	Medicare - Certificated	\$	2,697
3312	Medicare - Classified	\$	483
3401	Health & Welfare Benefits - certificated positions	\$	18,360
3402	Health & Welfare Benefits - classified positions	\$	6,120
3501	State Unemployment Insurance - certificated positions	\$	1,519
3502	State Unemployment Insurance - classified positions	\$	434
3601	Worker Compensation Insurance - certificated positions	\$	3,162
3602	Worker Compensation Insurance - classified positions	\$	1,015
		<u>\$</u>	<u>65,579</u>
<b>4000 - Books, Supplies, Equipment, etc</b>			
4110	Core Curriculum - Texts, Workbooks, etc	\$	-
4120	Core Curriculum - Software & Programs	\$	9,000
4130	Other Curriculum	\$	-
4210	Professional Development References	\$	-
4220	Other Books & References	\$	-
4305	Educational Supplies (by staff)	\$	1,500
4305	Educational Supplies (Director Discretionary Fund)	\$	1,000
4310	Science Supplies	\$	4,900
4315	Art Supplies	\$	4,900
4320	PE Supplies	\$	-
4325	Custodial Supplies	\$	-
4330	Health & Safety	\$	-
4335	Home Study Stipend	\$	-
4340	Office Supplies	\$	770
4345	Printing & Reproduction Supplies	\$	630
4350	Spiritwear	\$	-
4410	Classroom Furniture & Equipment	\$	-
4420	NonClassroom Furniture & Equipment	\$	1,400
4430	IT Equipment & Supplies	\$	94,500
4710	Food Supplies	\$	-
4720	NonFood Supplies	\$	-
4730	Catering Supplies	\$	-
		<u>\$</u>	<u>118,600</u>
<b>5000 - Services &amp; Other Operating Expenditures</b>			
5210	Prof. Development - Travel (per staff)	\$	1,500
5210	Prof. Development - Travel (Director Discretionary)	\$	4,000
5220	Prof. Development - Intersite Mileage	\$	-
5230	Prof. Development - Fees (per staff)	\$	300
5230	Prof. Development - Fees (Director Discretionary)	\$	1,000
5233	Professional Development - Meetings & Collaborations	\$	1,650
5235	Prof. Development - BTSA	\$	2,000
5310	Professional Dues, Memberships, and Subscriptions	\$	75
5410	Liability Insurance	\$	3,080

**iLEAD Online  
Income Statement  
2018-2019**

5490 Other Insurance	\$	-
5510 Electricity	\$	-
5520 Gas	\$	-
5530 Water	\$	-
5540 Trash	\$	-
5550 Janitorial Services	\$	-
5560 Security	\$	-
5610 Rent	\$	-
5620 Storage Rental	\$	-
5630 Repairs & Maintenance - Facilities	\$	-
5640 Repairs & Maintenance - Elevator Service	\$	-
5650 Repairs & Maintenance - Auto	\$	-
5660 Repairs & Maintenance - Other Equipment	\$	-
5801 Professional Services - iSD Oversight Fees	\$	98,963
5802 Professional Services - District Oversight Fees	\$	18,000
5803 Professional Services - Business Services & Fees	\$	-
5804 Professional Services - Auditing & Tax Preparation	\$	-
5805 Professional Services - Payroll Fees	\$	-
5806 Professional Services - Consultant Fees	\$	5,000
5807 Professional Services - Legal Fees	\$	5,000
5808 Professional Services - Benefits Management/Administration	\$	-
5809 Professional Services - Shared/Leased Employees	\$	-
5822 Operating Expenditures - Licenses & Other Fees	\$	-
5823 Operating Expenditures - Fingerprinting Fees	\$	-
5824 Operating Expenditures - Fundraising & Grantwriting	\$	-
5825 Operating Expenditures - Banking Charges & Fees	\$	-
5826 Operating Expenditures - Interest	\$	-
5828 Operating Expenditures - Staff Recruitment	\$	-
5829 Operating Expenditures - Events	\$	-
5830 Operating Expenditures - Marketing & Advertising	\$	9,600
5831 Operating Expenditures - Branding (Brochures, Flyers, etc)	\$	3,000
5850 Student Services Expenditures - Student Information System	\$	3,062
5851 Student Services Expenditures - Student Assessments	\$	1,050
5852 Student Services Expenditures - Special Education Contracted Services	\$	40,000
5853 Student Services Expenditures - Student & Group Activities	\$	-
5854 Student Services Expenditures - Electives & Enrichment	\$	-
5910 Telephone/Internet	\$	7,200
5915 Cell Phones	\$	6,000
5920 Internet Services	\$	-
5925 Website/Communications Fees (Constant Contact, Blackboard, etc)	\$	700
5940 Postage (per student)	\$	350
	\$	<u>211,530</u>

6000 - Capital Outlay

6900 Depreciation	\$	-
	\$	-

<b>Total Expenditures</b>	\$	<b>614,988</b>
<b>Net Income</b>	\$	<b>35,827</b>

**Fund Balance Summary**

Beginning Fund Balance (Estimated)	\$	-
Net Proposed Reserve in 2016/2017	\$	35,827
Estimated Ending Fund Balance 2016/2017	\$	<u>35,827</u>

iLEAD Online - 5-Year Budget Projection						
	Object Code	FY17.18	FY18.19	FY19.20	FY20.21	FY21.22
<b>Revenue <sup>1</sup></b>						
State Aid	8011	548,522	832,468	1,163,350	1,520,972	1,898,474
EPA	8012	13,860	21,035	-	-	-
In Lieu Taxes	8096	37,624	57,100	79,796	104,326	130,219
Other State Revenue (Mandated Costs)	8550	426	647	904	1,182	1,475
Other State Revenue (Lottery)	8560	11,920	18,090	25,280	33,051	41,255
<b>Total Revenue</b>		<b>\$ 612,352</b>	<b>\$ 929,340</b>	<b>\$ 1,269,331</b>	<b>\$ 1,659,531</b>	<b>\$ 2,071,423</b>
<b>Expenditures</b>						
Certificated Facilitator Salaries	1000	156,000	236,755	330,858	432,565	539,927
Classified Salaries	2000	33,280	33,996	34,794	35,689	36,319
STRS	3101	25,397	34,164	53,864	78,424	103,126
Non-STRS Employee Benefits <sup>3</sup>	3000	34,691	61,304	82,103	104,591	128,241
Books & Supplies	4000	118,600	179,994	251,537	328,861	410,483
Professional Development	5200	10,450	15,860	22,163	28,976	36,168
Dues & Memberships	5300	75	114	159	208	260
Insurance	5400	3,080	4,674	6,532	8,540	10,660
Operations - Utilities (Year 2-5 15% of Rent)	5500	-	-	-	-	-
Operations - Facilities Rent & CAM <sup>3</sup>	5610	-	-	-	-	-
Operations - Other Facilities	5600	-	-	-	-	-
iSD Oversight Fees <sup>5</sup>	5800	91,853	139,401	190,400	248,930	310,714
District Oversight Fees <sup>5</sup>	5800	18,000	29,136	40,717	53,234	66,447
All Other Operating Expenditures	5800	21,712	32,951	46,048	60,204	75,146
Communications	5900	14,250	21,627	30,223	39,513	49,320
Shared iLEAD Online Costs (SPED, Shared Emp	Online	49,137	-	-	-	-
Depreciation	6000	-	-	-	-	-
<b>Total Expenditures</b>		<b>\$ 576,525</b>	<b>\$ 789,975</b>	<b>\$ 1,089,397</b>	<b>\$ 1,419,735</b>	<b>\$ 1,766,811</b>
<b>Net Income</b>		<b>\$ 35,827</b>	<b>\$ 139,366</b>	<b>\$ 179,934</b>	<b>\$ 239,796</b>	<b>\$ 304,612</b>
Certificated Headcount		3	4	6	7	9



Average Certificated Salary	55,714	56,912	58,250	59,747	60,803
Required Reserve	5.00%	5.00%	5.00%	5.00%	5.00%
Rent as a % of revenue	0.00%	0.00%	0.00%	0.00%	0.00%
Enrollment Forecast	70.00	104.00	142.00	181.00	222.00
ADA Forecast	69.30	102.96	140.58	179.19	219.78
COLA (from FCMAT)	0.00%	2.150%	2.350%	2.570%	1.768%
STRS Employer Contribution Rate	12.58%	14.430%	16.280%	18.130%	19.100%

Notes:

1. LCFF Funding totals are from the FCMAT file; all other revenue uses the COLA assumption
2. Increases in Employee Benefits Assumptions are due to scheduled increases in STRS employer contributions
3. Funds available for rent in order to achieve 5% reserve rate
4. iLEAD Online shared Expenses
5. iSD and District

Shared Costs Ratio

Medical Benefits to Total Salary Ratio

0%
11%

