



MEETING AGENDA - iLEAD California Charters 1

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

Meeting

	Special meeting
Meeting Date	Tuesday, July 14, 2026
Start Time	6:00 PM
End Time	7:00 PM
Location	Address: 29477 The Old Rd, Castaic Address: 3700 West Avenue L, Lancaster
Purpose	Special Board Meeting

Agenda

1. Opening Items

1.1. Call The Meeting To Order

1.2. Roll Call

1.3. Pledge Of Allegiance

1.4. Board Meeting Agenda

Discuss and take action regarding the Board Meeting Agenda.

Resolution #:

1.5. Board Meeting Minutes

Discuss and take action regarding the Board Meeting Minutes from the previous meeting/s.

Resolution #:

Documents

- Minutes-2026-06-23-v1 (1).pdf
-

2. Public Comments

2.1. Public Comments

The public may address the iLEAD CA Charters 1 governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes for agenda items, 2 minutes for items not on the agenda, and 20 minutes for all comments.



3. Action Items

3.1. AVUSD MOU

Discuss and take action regarding the MOU with AVUSD and iLEAD Flex.

Due date:

Documents

- MOU 2026-31(56711203.2) PDF.pdf
-

3.2. First Amendment to Standard Multi-Tenant Shopping Center Lease

Discuss and take action regarding the updated HQ Lease for 29465/69/73/77 The Old Road, Castaic 91384.

Due date:

Documents

- I-Lead California Charters 1 First Amedment to Lease.pdf
-

3.3. Charter School Funds Distribution Authorization

Discuss and take action regarding the Charter School Funds Distribution Authorization form for iLEAD Flex.

Due date:

Documents

- 8. BCSU_20INTERNAL3_203.6.20_20Funds_20Distribution_20Authorization.pdf
-

3.4. Resolution for Authorization for LACOE to Issue Funds to Charter School

Discuss and take action to regarding the Resolution for Authorization for LACOE to Issue Funds to Charter School form for iLEAD Flex.

Due date:

Documents

- 12. BCSU INTERNAL7 3.6.20 Resolution to Issue Funds.pdf
-

4. Discussion And Reports

4.1. CEO Report

5. Consent Items

5.1. LACOE Certification of Signatures- iLEAD Flex

Resolution #:

Documents

- 7. BCSU LACOE1 3.6.20 CS Certification of Signatures (Version 11.20.02).pdf
-

6. Board Comments

6.1. Board Comments



7. Closing Items

7.1. Next Meeting Date September 1, 2026

Board Members mark their calendars and confirm quorum.

7.2. Adjournment

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

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

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



MEETING MINUTES - iLEAD California Charters 1

Meeting

Date	Tuesday, June 23, 2026
Started	6:05 PM
Ended	6:58 PM
Location	Address: 29477 The Old Rd, Castaic Address: 2850 Fairview Rd, Costa Mesa Address: 3700 W Avenue L, Lancaster
Purpose	Regular scheduled meeting
Chaired by	Kenneth Ragsdale
Recorder	Jordan Pereyra

Minutes

1. Opening Items

1.1. Call The Meeting To Order

The meeting was called to order at 6:05 pm.

Status: Completed

1.2. Roll Call

Kenchy - Present

Andy - Present

Kathryn - Present

Dianne - Absent

DJ - Absent

Status: Completed

1.3. Pledge Of Allegiance

The Pledge of Allegiance was recited.

Status: Completed

1.4. Board Meeting Agenda

Discuss and take action regarding the Board Meeting Agenda.

Motion: Kenchy

Second: Andy

Unanimously Passed

Dj and Dianne were absent

Resolution #:



Status: Carried

1.5. Board Meeting Minutes

Discuss and take action regarding the Board Meeting Minutes from the previous meeting.

Motion: Andy

Second: Kenchy

Unanimously Passed

Dj and Dianne were absent

Resolution #:

Status: Carried

Documents

- Minutes-2026-06-16-v2.pdf
-

2. Public Comments

2.1. Public Comments

The public may address the iLEAD CA Charters 1 governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes for agenda items, 2 minutes for items not on the agenda, and 20 minutes for all comments.

No Public Comments were made.

Status: Completed

3. Action Items

3.1. Local Control & Accountability Plan for Hybrid

Discuss and take action on the 2026 - 2027 LCAP.

Allison Bravo, iCA Support Provider, presented the LCAP with updates to P2 financials and answered questions of the Board.

Motion: Kenchy

Second: Andy

Unanimously Passed

Dj and Dianne were absent

Due date:

Status: Completed

Documents

- 26.27 Final iLEAD Hybrid LCAP.pdf
-

3.2. Local Control & Accountability Plan for Flex



Discuss and take action on the 2026 - 2027 LCAP.

Allison Bravo, iCA Support Provider, presented the LCAP and answered questions of the Board.

Motion: Andy

Second: Kenchy

Unanimously Passed

Dj and Dianne were absent

Due date:

Status: Completed

Documents

- 26.27 Final iLEAD Flex LCAP.pdf

3.3. Final Budget Approval

Discuss and take action on the final budget approval. Approval of this item confirms the budget, which includes LCAP Expenditures.

Kelly O'Brien, iCA Support Provider, presented the Final Budget following LCAP presentations and answered questions of the Board.

Motion: Kenchy

Second: Andy

Unanimously Passed

Dj and Dianne were absent

Due date:

Status: Completed

3.4. Fiscal Policy

Discuss and take action regarding the fiscal policy updates for Hybrid and Flex

Kelly O'Brien, iCA Support Provider, presented the Fiscal Policy Changes and answered questions of the Board.

Motion: Andy

Second: Kenchy

Unanimously Passed

Dj and Dianne were absent

Due date:

Status: Completed

Documents

- iCCI Fiscal Policies_2026 Revision.pdf

3.5. School Plan for Student Achievement

Discuss and take action regarding 2026-2027 School Plan for Student Achievement.



Farnaz Kaufman, iCA Support Provider, presented the SPSA and answered questions of the Board.

Motion: Andy

Second: Kenchy

Unanimously Passed

Dj and Dianne were absent

Due date:

Status: Completed

Documents

- iLEAD Hybrid SPSA 26-27.pdf
 - iLEAD Hybrid SPSA 26-27 board presentation.pdf
-

3.6. 2026-2027 Family Guidebook - Hybrid

Discuss and take action on the 2026-2027 Family Guidebooks for Hybrid.

Melissa Garcia, iCA Support Provider, presented the family guidebook and answered questions of the Board.

Motion: Andy

Second: Kenchy

Unanimously Passed

Dj and Dianne were absent

Due date:

Status: Completed

Documents

- iLEAD Hybrid Exploration_2026-27 Family Guidebook.pdf
 - iLEAD Hybrid Studio_2026-27 Family Guidebook.pdf
-

3.7. 2026-2027 Family Guidebook - Flex

Discuss and take action on the 2026-2027 Family Guidebooks for Flex.

Melissa Garcia, iCA Support Provider, presented the family guidebook and answered questions of the Board.

Motion: Kenchy

Second: Andy

Unanimously Passed

Dj and Dianne were absent

Due date:

Status: Completed

Documents

- iLEAD Flex Studio_26-27 Family Guidebook.pdf
 - iLEAD Flex Explorations_26-27 Family Guidebook.pdf
-

3.8. Food Services MOU for Flex



Discuss and take action on the Food Services MOU.

Cassandra Coleman, iCA Support Provider, presented the Food Services MOU and answered questions of the Board.

Motion: Andy

Second: Kenchy

Unanimously Passed

Dj and Dianne were absent

Due date:

Status: Completed

Documents

- MOU for Self Operation 26-27.pdf
-

4. Discussion Items

4.1. Prop 28 Annual Plan

Discuss and take action regarding the Prop 28 plan.

No action needed, just a discussion item. Farnaz Kaufman, iCA Support Provider, presented Prop 28 Annual Plan and answered questions of the Board.

Due date:

Status: Completed

Documents

- Hybrid 25_26 Prop 28 annual plan and fiscal update.pdf
-

5. Local Indicator Report

Discuss the 2025-2026 Local Indicators.

Cassandra Coleman, iCA Support Provider, presented the Local Indicator Report and answered questions of the Board.

Due date:

Status: Completed

Documents

- 2026 iLEAD Hybrid Priority Self-Reflection Tools Rubric ✓.pdf
-

6. Closed Session

6.1. Public Employee Performance Evaluation

Gov. Code section 54957(b)(1): School Director

Status: Completed

6.1.1. Report Out of Closed Session



Kenchy Ragsdale made a motion to approve the iLEAD California CEO annual pay to increase by 10.5%. She will be entitled to participate in the employee benefits program at the same rate as all current employees, which will be ~\$850 per month for health and welfare and \$75 per month per the Bring Your Own Device Policy and receives a monthly car allowance as agreed upon in her contract.

Status: Completed

7. Action Items

7.1. CEO Employment Agreement

Discussion, required report, and action regarding the School Director Employment Agreement.

Motion: Andy

Second: Kenchy

Unanimously Passed

Dj and Dianne were absent

Due date:

Status: Completed

8. Board Comments

8.1. Board Comments

The Board thanked the staff for a great year and is requesting shoutouts and staff recognition during the board meetings next school year.

Status: Completed

9. Closing Items

9.1. Next Meeting Date 9/1/2026

Board Members mark their calendars and confirm quorum.

Status: Completed

9.2. Adjournment

The meeting was adjourned at 6:58 pm.

Status: Completed

MEMORANDUM OF UNDERSTANDING

Oversight, Financial and Operational Memorandum of Understanding By and Between the Antelope Valley Union High School District and iLEAD California Charters 1 Regarding iLEAD Flex Charter School

I. GUIDING PRINCIPLES OF THIS MEMORANDUM OF UNDERSTANDING:

- *The Antelope Valley Union High School District (“District”) and District-authorized charter schools strive to have a partnership that exemplifies best practices with respect to the authorizer-charter relationship.*
- *This Memorandum of Understanding (“MOU”) is an oversight and operational agreement that outlines and defines the Parties’ respective operational and reporting responsibilities.*
- *iLEAD Flex Charter School (“iLEAD”), a California public charter school, is operated and governed by iLEAD California Charters 1 (“iCCI”), a California nonprofit public benefit 501(c)(3) corporation. iLEAD and iCCI are referred to herein collectively and interchangeably as “Charter School” and/or “iLEAD” and shall have joint and several liability for compliance with all terms of this MOU, and the obligations imposed herein are equally applicable to the school and the corporation, with ***’s obligations and responsibilities as articulated herein limited solely to its role and work as the operator of iLEAD.*
- *This MOU is aligned with the letter and intent of the California Charter Schools Act: accountability and oversight with minimal bureaucracy, with the primary intent to clarify the monitoring and oversight expectations and responsibilities and clarify iLEAD’s operations and obligations.*
- *District and the Charter School are collectively referred to herein as the “Parties.”*
- *On _____, 2026 the District approved the Charter School’s Charter (“Charter”) for a term of July 1, 2026 through and including June 30, 2031, Those conditions included that the Charter School enter into an MOU, in the form and including the terms satisfactory to the Superintendent or designee, in their sole discretion, that governs the oversight of the Charter School, and clarifies and provides greater specificity regarding the Charter School’s operations pursuant to the renewal Charter, and that addresses all of District Staff’s concerns with the Charter, including but not limited to those specified in the Staff Report, Analysis & Findings for that approval to be consistent with current law and District best practices, and any additional conditions as noted by the District.*
- *By approving the charter petition, the District assumes the oversight of the Charter School in accordance with the Charter Schools Act. The requirements outlined in this MOU allow the District to effectively oversee charter schools.*

- *District and its authorized charter schools recognize that not all requirements governing charter school-chartering authority relations, reporting, and oversight are memorialized herein, and therefore, the parties to this MOU agree that they are bound by and will comply with applicable provisions of the Education Code, and all other applicable statutes, rules and regulations in addressing any matters not specifically addressed in the Charter and/or this MOU and/or any addenda hereto.*
- .

II. INCORPORATION OF GUIDING PRINCIPLES

The Guiding Principles set forth above are incorporated herein and made part of this MOU.

III. PARTIES

This MOU constitutes an agreement between the District and iCC1, a California non-profit public benefit corporation.

IV. BACKGROUND

The District granted a charter to iLEAD Flex Charter School on _____, pursuant to the terms of the Charter Schools Act of 1992 (“Charter School Act”) (Education Code §47600 *et seq.*). This MOU is intended to outline the Parties’ agreements governing their respective fiscal, operational, and administrative responsibilities, their legal relationship, and other matters not otherwise addressed or resolved by the terms of the Charter.

V. TERM

This MOU shall commence on the date upon which it is fully executed by the duly authorized representatives of the Parties (“Effective Date”) and shall be coextensive with and remain in full force and effect throughout the term of the Charter School’s Charter, and during the pendency of any appeal of a denial of a renewal request or a revocation of the Charter. Further, the term of this MOU shall continue in full force and effect beyond the current and renewal Charter terms during any period when the District Board is iLEAD’s chartering authority (whether approved directly or if the District Board is designated by the State Board of Education to serve as the chartering authority) including during the pendency of any appeal of a denial of a renewal request or revocation of the Charter, unless and until such time as (a) the Parties agree that a replacement MOU shall supersede and replace the MOU and that replacement MOU becomes effective; (b) the Parties agree in writing that the MOU is terminated; or (c) iLEAD ceases operating and relinquishes/loses its Charter for any reason and complies with all Closure Procedures (as set forth in the Charter, the MOU, including any addenda thereto, and/or the law) and any ongoing requirements of the Charter and/or this MOU. Upon termination of the MOU, any provisions of the MOU, including any addenda thereto, that specify that they shall survive the termination of the Charter, MOU and its addenda, and/or closure of the Charter School, shall remain in full force and effect in accordance with their terms. This MOU may be reviewed annually and may be amended or augmented by addendum at any time upon mutual written agreement executed by duly

authorized representatives of the Parties. The future renewal of the Charter School's Charter will depend in part on the Charter School's compliance with the terms of this MOU and applicable law.

VI. INCORPORATION INTO CHARTER

This MOU is incorporated into the Charter and made a part thereof as if set forth in full in the Charter. A material violation of the MOU shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation for material violations of a charter, to the same extent as if the requirement or provision was contained in the Charter itself. In the event of a conflict between the law and the terms of this MOU, the law shall prevail, and any such conflicting terms shall be revised by mutual agreement of the Parties or severed from this MOU and nullified. In the event of a conflict between the Charter and this MOU, the terms of the MOU shall control and prevail, and shall be interpreted and deemed to be updates and clarifications to the Charter. Where the Charter is silent on an issue, the MOU serves to fill in any gaps. Where the language of the Charter is ambiguous, the MOU is the document that governs interpretation of that language, where applicable.

VII. DEFINITIONS AND INTERPRETATION OF TERMS

Throughout this MOU and the Charter School's Charter and any attachments, exhibits, and/or appendices or supporting documents thereto, any and all references to iLEAD Flex Charter School and/or the Charter School and/or the School, by any name or designation, shall apply with full force and effect to the school itself and the nonprofit corporation iCC1.

For all purposes related to this MOU or the Charter or the operations of the Charter School, both the school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of this MOU and the Charter and any attachments, exhibits and/or appendices and/or supporting documents thereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein except as otherwise specifically proved in this MOU.

Throughout this MOU and the Charter and any attachments, exhibits, and/or appendices thereto, any time that the Charter School indicates that it will follow the requirements of a particular Section of the Education Code or other law, it means that the Charter School will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

VIII. RESPONSIBILITIES OF THE PARTIES

A. The Role of the District in Overseeing the Charter School

The District believes that charter schools provide an opportunity to implement accountability-based school-level reform, support innovation that improves student learning, and provide choice for parents. In order to ensure the effectiveness of this effort, District will perform oversight functions mandated by state law.

For regular charter school monitoring, District staff will endeavor not to make untimely or last-minute special requests.

Regular monitoring visits will be made once or twice a year by the District to the Charter School. The purpose of the monitoring visit(s) is to assess the Charter School's progress in governance and organizational leadership; educational performance; fiscal operations and internal controls; and adherence to the Charter and the law. The monitoring visit(s) may include a review of the facility; review of the Charter School's records that are disclosable to the chartering authority under applicable law; interviews with the school's administration, staff, students, and parents/guardians; and classroom visits. District shall have the right to request and receive documents and information from Charter School that are reasonably relevant to its oversight responsibilities, including but not limited to with respect to governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the Charter, and any other oversight responsibilities as appropriate and consistent with applicable state laws. Such documents and information shall be made available in hard copy or electronic format as District may reasonably request.

No later than July 1 of each year, the District shall provide the Charter School with a written list of documents that the Charter School is required to provide prior to or during the monitoring visit and throughout the year. This list will include a brief description of each required document, the deadline for the Charter School to make each document available to the District, and the method of submission for each document (i.e., electronic upload, make available on site, etc.). The Charter School will host the District in its monitoring visits and provide reasonable assistance to ensure the District fulfills its statutorily mandated monitoring duties.

In accordance with Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries by the District, and nothing in the preceding paragraph shall serve to limit District's authority to make other reasonable inquiries for information or documentation from the Charter School, and Charter School's obligation promptly to respond to such inquiries. The District may inspect and receive copies of all records relating to the operation of the Charter School, including financial, personnel, and pupil records as may be permitted by law, and as pertinent to District's oversight and chartering authority functions. The Charter School is subject to the California Public Records Act (CPRA), however, the District's right to inspect and receive records is not based on or limited by the CPRA, but rather on the District's oversight role.

In accordance with Education Code Section 47607(a)(5), the Charter School acknowledges that the District may inspect or observe any part of the Charter School at any time. As a courtesy, District will endeavor to provide advance notice when District determines that doing so does not limit or negatively impact its ability to carry out its oversight functions and will endeavor to comply with Charter School's visitor policies (which the Charter School imposes for the health and safety of staff/students, i.e. signing in, wearing a badge, being subject to removal for violent or disruptive conduct) when District determines that doing so does not limit or negatively impact its ability to carry out its oversight functions.

B. The Charter School's Responsibilities

It shall be the Charter School's duty and obligation, at the Charter School's expense and cost and under the directive of the Charter School's governing body, to manage, operate, and administer the Charter School. The Parties agree that, at all times, the Charter School remains accountable

and subject to the oversight of the District as provided in the Charter Schools Act, the Charter Petition, and this MOU as appropriate and consistent with applicable state laws.

1. Funding Sources

The Charter School will receive funding from the State directly. External resources of the Charter School will be considered in the Charter School's financial records upon receipt. Funding shortfalls will be the responsibility of the Charter School. Any issuance of debt by or on behalf of the Charter School must be reported to the District staff assigned for fiscal review and monitoring. This report must include financial details and conditions of such debt, including but not limited to, a resolution by the Charter School governing board defining the nature of the debt, and the terms specified in a loan agreement or debt instrument.

Additionally, any local revenue support for iLEAD – including but not limited to grants, donations, fundraising, or other external sources – that exceeds the lesser of \$500 per Average Daily Attendance (ADA) or 2% of the total revenue sources per fiscal year as assessed at each reporting period must be reported to District staff assigned for fiscal review and monitoring. The report must include the financial details and terms of such revenue support, including but not limited to, the governing board resolution, the purpose and source of the funds, and the specific terms outlined in any grant award letter, donation agreement, or other relevant documentation.

District shall not provide advice on debt issuance or financial transactions of the Charter School, nor shall the reporting of this information to District be construed as District approving or endorsing such action on behalf of the Charter School. The Parties acknowledge and agree that the issuance of debt by or on behalf of the Charter School shall not obligate District to pledge any funds or security for the repayment of the debt or to make any appropriation for the repayment of such debt or otherwise impose any responsibility or liability for any such debt on District, except as specifically otherwise agreed in writing.

The Charter School is fully responsible for collecting the funding entitlement generated from in lieu of property taxes directly from its sponsoring local educational agency, which is the District, and/or the district(s) in which the student(s) attending the Charter School reside, and for providing sufficient support documentation to such entity(ies) to ensure the accuracy of the tax billing.

2. Supervisorial Oversight Fee

The District may charge for the actual cost of supervisorial oversight of the Charter School, up to any maximum permitted by law (currently described and limited in Education Code Section 47613). The Charter School acknowledges that the District's actual costs in conducting its oversight obligations may meet or exceed the maximum percentage permitted by law and the District shall not be required to submit documentation of its actual oversight costs. The Parties agree that, at all times, the Charter School remains accountable and subject to the oversight of the District as provided in the Charter Schools Act, the Charter Petition, and this MOU as appropriate and consistent with applicable state laws.

3. Other Services Fees

The Charter School may opt to contract with the District for additional services for a fee, including Financial Services, STRS Enrollment and Report Preparation, Library Resources, Payroll Processing, Professional Development, Program Evaluation, School Plan, and Special Education Services. Whether to provide such services upon request shall be in the District's sole discretion. The District will invoice the Charter School for the cost of general oversight and for any additional services on a quarterly basis or as otherwise agreed to pursuant to a services agreement among the Parties.

4. Special Education

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1992, and the Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.* "IDEA").

Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the Americans with Disabilities Act with respect to eligible students. The Charter School shall adopt and at all times maintain a current Section 504 policy, procedure, and forms. By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504/Americans with Disabilities Act compliance and notify the District in writing of the name of the responsible individual.

The Charter School participates as a local educational agency for purposes of special education in the El Dorado County Charter School Special Education Local Plan Area. Should the Charter School choose to change Special Education Local Plan Areas (SELPA), the Charter School will provide the District with written proof of acceptance to another State Board of Education approved SELPA that is consistent with subdivision (a), (b), or (c) of Education Code Section 56195.1 at least one month prior to the proposed effective date of the change. If the Charter School wishes to join the District SELPA, the Charter School must send a written request to the District SELPA Director and comply with the procedures and timelines to apply to join the SELPA in accordance with law and the SELPA plan. Should the Charter School be accepted into the District SELPA, this MOU shall be revised to reflect such change prior to implementation thereof. Should the Charter School ever seek to become a school of District for purposes of compliance with the IDEA, the necessary and corresponding revisions to the description of how the Charter School will provide services in compliance with the IDEA would constitute a material revision to the Charter and require prior approval of such proposal, including the detailed plan for IDEA compliance as a school of District, through the material revision process, unless District determines Charter School's plan can be implemented without the need for a material revision to the Charter.

The Charter School is solely responsible for ensuring that all children with disabilities enrolled in the Charter School receive special education and related services in a manner that is consistent with all applicable provisions of state and federal law, regardless of students' home district, and shall comply with all requirements of the IDEA.

The Charter School shall comply with all of the special education responsibilities and requirements set forth in the Charter and all requirements of state and federal law relating to the provision of services to students with special needs, including but not limited to the following responsibilities:

- The Charter School shall work to identify students with special needs and refer students through the SST process who have or may have exceptional needs that qualify them to receive services under the IDEA and shall be solely responsible for the identification and referral of students who have or may be suspected of having exceptional needs that qualify them to receive special education services to meet its Child Find Obligation under the IDEA.
- The Charter School, as an LEA, is responsible to offer the full continuum of placements and services to address the needs of students with individualized education programs (IEPs) and provide a “free appropriate public education” (FAPE) as defined in the IDEA at no cost to the parent/student.
- The Charter School is solely responsible for the management of its special education budgets, personnel, programs, and services. The Charter School shall ensure that its special education personnel or contracted personnel are appropriately credentialed, licensed, or on waiver consistent with California laws and regulations and shall hire any staff necessary in order to comply with students’ IEPs. In no event shall any student with a disability be turned away or denied admission to Charter School because Charter School does not have an employee(s) with the appropriate credential to provide services to the student.
- The Charter School is solely responsible for obtaining the cumulative file, prior and/or current IEP, and any and all other special education information for any student enrolling.
- The Charter School shall provide appropriate and timely interim placements for students who are new to the Charter School and have IEPs. Students with an existing IEP are entitled to receive a comparable program on a 30-day “interim placement” basis, unless the parent and Charter School agree otherwise. The interim placement shall begin as soon as the Charter School verifies the student has an existing IEP and the parent completes the school enrollment process.
- The Charter School shall participate in the evaluation and assessment processes to ensure that the appropriate services are provided on an individualized basis for every child with a disability.
- The Education Specialist, along with the IEP team, will lead development of IEPs, manage IEPs, communicate plans for modifications and accommodations, and work with teachers and stakeholders to implement the IEP.
- The Charter School will develop, maintain, and implement policies and procedures to ensure that all parents/guardians are fully informed of their rights and that families of students with exceptional needs are given copies of the document, Special Education Rights of Parents and Children: Notice of Procedural Safeguards (Revised June 2022) or any subsequent version as updated by the California Department of Education. The link for the current version of this document is <https://www.cde.ca.gov/sp/se/qa/documents/pseng.pdf>.
- The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA and Section 504, regarding discipline of students with disabilities.

Because the Charter School shall operate as its own LEA for the purposes of special education, the District shall have no further responsibility for the coordination or provision of special education services to the Charter School students, regardless of the school district of residence of students, and the Charter School shall be exclusively responsible for the coordination and provision of special education services to the Charter School students and for any and all other obligations of a school, school district, and/or LEA relative to services for students with special needs, including identification of such students. The Charter School's insurance obligations pursuant to this MOU, specifically including all requirements below to provide insurance coverage for the District and District personnel (defined as "Indemnitees in Section 21) shall extend with full force and effect to any and all matters in any way related to or arising from compliance with Section 504 and/or the Americans with Disabilities Act and/or the IDEA, and the provision of services to students with special needs and access to the Charter School and its facilities pursuant to those laws. The Charter School's indemnification obligations pursuant to this MOU, set forth below, shall extend with full force and effect to any and all matters in any way related to or arising from compliance with the IDEA, Section 504, the Americans with Disabilities Act, and the provision of services to students with special needs and access to the Charter School and its facilities.

5. **Data Reporting**

a. ***Average Daily Attendance***

The Charter School shall develop an attendance-reporting calendar and maintain an attendance system to record and account for student attendance and average daily attendance (ADA), which meets the requirements of the law. ADA is the total number of actual apportionment student days of attendance divided by the number of school days to determine the amount of revenue that is generated. "Attendance" shall mean the attendance of the Charter School pupils while engaged in educational activities required of them by the Charter School, as defined in Section 11960 of Title 5 of the California Code of Regulations and other applicable law. The Charter School shall report its ADA summary figures to the District on a monthly basis, and the District will report the ADA data to the California Department of Education (CDE) as required to enable the Charter School to receive the funding specified in this MOU. Monthly reports are due from the Charter School two weeks after the school month ending date. The Charter School shall provide District with the district-of-residence for all enrolled students.

Reporting Requirements
Month 1 – ADA summary report
20 Day Attendance Report (only applicable to schools that are new or adding one or more grade levels)
Month 2 – ADA summary report
Month 3 – ADA summary report
Month 4 – ADA summary report
P-1 ADA Report
Month 5 – ADA summary report
Month 6 – ADA summary report
Month 7 – ADA summary report
Month 8 – ADA summary report
P-2 ADA Report
Month 9 – ADA summary report

Month 10 – ADA summary report
Month 11 – ADA summary report
P-Annual ADA Report

The Charter School shall make available for District review and audit all supporting attendance documents, including approved weekly site-based attendance sheets, and evidence of contact made with parents or guardians when students are absent from school, e.g. parent contact logs, absence notes, phone logs, etc., as requested.

b. Enrollment

The Charter School has obtained a CDS code number from the CDE and shall complete and submit enrollment and other necessary demographic information to the District, to the California Longitudinal Pupil Achievement Data System (CALPADS), and to the California Basic Educational Data System (CBEDS) consistent with State timelines and requirements.

c. Reporting to Public Agencies

The Charter School shall submit to the District a copy of all reports or other documents that the Charter School is required to submit to the State or other public agency in the state or federal government, including, but not limited to:

- 1) P-1 Attendance Report to be submitted to the State each January 15th and reflecting attendance through the last full school month ending prior to December 31;
- 2) P-2 Attendance Report to be submitted to the State each May 1st and reflecting attendance through the last full school month ending prior to April 15;
- 3) Annual P-3 Attendance Report to be submitted to the State each July 15th and reflecting the entire fiscal year's attendance (July 1 – June 30).

SUCH REPORTS WILL BE SUBMITTED TO THE DISTRICT CONCURRENTLY WITH SUBMITTAL TO THE STATE OR OTHER PUBLIC AGENCY.

d. Notification to District Regarding Governing Body Composition

The Charter School shall annually (on or before July 1) send to the District a list of its directors and officers. The District shall be provided with notice of any change in the composition of these directors or officers within 10 business days.

e. School Calendar and Schedules

The Charter School shall provide to **District** by July 1 of each year the school calendar and bell schedule for the following school year, including calculation of instructional minutes. If the Charter School offers summer school, extended day, intersession or any other activity that receives ADA or state funding, the Charter School shall provide calendars and bell schedules for such programs.

f. Performance Assessments

The Charter School shall forward results, excepting individual student results, from all statewide assessments, to the District promptly upon receipt by the Charter School, but in no event later than thirty (30) days after such receipt, except that results of the English Language Proficiency Assessments for California (“ELPAC”) shall be submitted to the District no later than two (2) weeks after receipt of test results. Such results shall be submitted to District within three (3) business days of receipt by the Charter School should the Charter School have pending or submit to District a request for material revision or Charter renewal within less than thirty (30) days of Charter School’s receipt of the assessment results. These requirements are deemed to have been met when the CDE publishes assessment results.

g. Annual Report to the District Board of Education

The Charter School shall post the School Accountability Report Card (SARC) to its website annually by February 1st and simultaneously or earlier submit an electronic copy of the SARC to the District’s Assistant Superintendent of Education. The Charter School will also provide an Annual Report presentation to the District inclusive of the template of topics identified by the District, which will be provided to the Charter School in writing no later than 30 days before the presentation date. District-approved charter schools may provide input and suggestions on template topics as desired. District will provide the Charter School with the time and date of the Charter School’s Annual Report presentation in writing no later than 30 days before the presentation date. As part of the Annual Report, Charter School shall annually report its academic and student data, including suspension and expulsion data, to District disaggregated by numerically significant student subgroups. If the District does not meet the requirements described herein, the Charter School is not required to provide an Annual Report to the District.

6. Local Control and Accountability Plan

The Charter School shall annually hold a public hearing and adopt an updated local control and accountability plan (“LCAP”) using the State Board of Education adopted template in accordance with law and the statutory timelines, including Education Code Section 47606.5, inclusive of the requirement to hold at least one public hearing to solicit public input. Charter School shall submit the LCAP and annual update thereto to the ***District*** on or before July 1 each year. The Charter School shall prominently post on the homepage of its internet website any Charter School Board adopted LCAP and any updates or revisions to the LCAP approved by the Charter School Board.

7. Materials in Languages in Addition to English

In accordance with Education Code Section 48985, if 15 percent or more of the pupils enrolled in the Charter School speak a single primary language other than English (as determined by census data), all notices, reports, statements, or records sent to the parent or guardian of any such pupil by the Charter School shall, in addition to being written in English, be written in that primary language, and may be responded to either in English or the primary language.

8. Employee Retirement Systems

The Charter School has elected to allow qualified full-time employees to participate in the California State Teachers' Retirement System (STRS). The Charter School has elected to have other employees participate in the federal social security system and additional retirement plans, the Charter School shall be responsible for the monthly remittances directly to those plans.

9. Governance Structure, Board Agendas and Minutes

The District shall be entitled to a single representative on the board of directors of the nonprofit public benefit corporation and the District or its designee at its discretion, shall appoint the District representative, but it will be within the District or its designee's sole discretion whether or not to appoint such a representative at any time. Any District representative shall serve solely at the District or designee's discretion and shall have no limit on the number of consecutive or total terms they may serve. Further, any District representative shall be a full, voting member of the corporate board of directors and the corporate Bylaws shall not include any restrictions or limitations on the authority of any District representative except the Bylaws may specify that the District representative may not serve as an officer of the corporation. Should the District exercise its option to appoint a representative, the Charter School may choose to expand the number of directors by one in order to maintain an odd number of directors.

Notwithstanding any conflict in the corporate Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of the Charter School and its Board of Directors shall comply with all laws controlling charter schools and the Charter School, its Board of Directors, administrators, managers and employees, and any other committees of the school, shall comply with all applicable federal and state laws and nonprofit integrity standards regarding ethics and conflicts of interest, and all provisions of law generally applicable to public agencies as applied to charter schools, including, but not limited to Education Code Section 47604.1, the Public Records Act (Government Code Section 7920.000 *et seq.*), the Political Reform Act of 1974 (Gov. Code Section 81000 *et seq.*), the Brown Act (Government Code sections 54950 *et seq.*), and the requirements described at Government Code Section 1090 *et seq.*, as set forth in Education Code Section 47604.1, and any attendant regulations as they may be amended from time to time, and any other applicable conflict of interest prohibitions, including prohibitions applicable to California non-profit corporations. The Charter School shall update and maintain its Conflict of Interest Code, as necessary, pursuant to California Code of Regulations, title 2, Section 18730, including the formal designation of reporters and reporting categories and the forms to be filed thereunder, and shall review, revise and maintain that code as current throughout the term of the Charter and shall provide a copy of that Conflict of Interest Code and the documentation of Board action adopting it (and any revisions thereto) to the District each time it is adopted or revised, in addition to its code reviewing body, and require all affected Charter School officers, employees, representatives, consultants, and governing board members to comply therewith.

By August 1, 2026, the Charter School Board shall adopt the rules and policies necessary to implement the provisions of Government Code Section 1126 at the Charter School, unless it has already done so.

The Charter School shall comply with the provisions of Education Code Section 52176(b) for the establishment and operation of an English Learner Advisory Committee (ELAC).

In the case of a conflict between the requirements of this MOU or the Charter and provisions of the Articles of Incorporation and/or Bylaws, material action taken in accordance with such Articles or Bylaws which conflicts with or is inconsistent with the requirements of the Charter or this MOU shall be deemed a violation of this MOU and the Charter. Should the provisions of the Charter or this MOU conflict with the policies, practices, or terms of any collective bargaining agreement or other agreement of the Charter School, the provisions of the Charter and this MOU shall prevail.

The Board of Directors and the Charter School administration shall undergo training regarding conflict of interest, specifically including the applicable elements of the Political Reform Act and Government Code Section 1090 *et seq.*, and the Brown Act as required pursuant to AB 2158 (2022). The training shall be conducted by an individual or entity with demonstrated or professional knowledge and expertise in the applicable law, regulations, and rules, and shall not be conducted by a Board member or employee of the Charter School, other than an attorney employed by the Charter School. Any new Board member or new Executive Director shall undergo such training within 90 days of taking the position with the Charter School.

The Charter School shall provide written notice to the District Superintendent of any proposed revisions to the Articles of Incorporation and/or Bylaws no less than three (3) weeks prior to consideration of adoption of the revision(s) by the Charter School's Board. Should the District Superintendent or designee indicate that the District considers the proposed revision(s) to be a material revision to the Charter School's governance structure or Charter, the Charter School may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter. Should the Charter School adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it shall provide a final copy of the revised document to the District within three (3) business days of the adoption of such revision(s). At all times, the Charter School's Bylaws shall specify these requirements for amendments thereto. Any revisions to the Charter School's Bylaws required by this MOU shall not constitute a material revision to the Charter, but Charter School shall provide a copy of the proposed revised Bylaws at least two weeks prior to the scheduled Board of Director's action thereon in order to obtain confirmation from District that the revisions are consistent with the requirements of this MOU.

As applicable according to law, the Charter School's governing board, and all other "legislative bodies" of the Charter School, as that term is defined in the Brown Act, shall hold meetings in accordance with all requirements of law, including the Brown Act and Education Code Section 47604.1, and all applicable new legislation that may go into effect during the term of this MOU including, but not limited to, the agenda and minute posting requirements, including concurrent posting on the Charter School's website and the requirements regarding manner and location of posting on the website. A link to each agenda, and any non-exempt backup materials distributed to the Charter School's governing board, shall be provided to the District's Assistant Superintendent Educational Services by either the date of distribution to all or a majority of the Charter School's governing board, or the date of agenda posting, whichever is earlier. Any non-privileged writings that are both related to agenda items and distributed to all or a majority of the Charter School's governing board *after* the initial posting of the agenda, shall be provided to the

District's Assistant Superintendent Educational Services on the date they are distributed to the Charter School's governing board. Charter School shall make all non-exempt supporting documents available upon request and writings related to agenda items shall be made available to the public pursuant to Government Code Section 54957.5. All approved meeting minutes shall be promptly posted on the Charter School's website upon approval of the Charter School Board. The Charter School shall video and/or audio-record all meetings of its governing board and shall maintain such recordings as public records disclosable pursuant to the California Public Records Act. Such recordings shall be audible and comprehensible. The Charter School shall provide a copy or link of the recording to District within 72 hours of each meeting. The Charter School is required to post each recording to its website pursuant to Education Code Section 47604.1.

The Charter School shall comply with all requirements under Education Code Section 47606.5 regarding the adoption and revision of the local control and accountability plan, including the requirement under Education Code Section 47606.5(f) that the Charter Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the local control and accountability plan or annual update to the local control and accountability plan and that the agenda for the public hearing be posted at least 72 hours before the public hearing.

10. Recruitment and Enrollment

The Charter School's recruitment and enrollment processes shall be as described in its approved Charter and shall be consistent with all requirements of this MOU and the law. The Charter School shall maintain on its website instructions for applying and information on the public random drawing and enrollment processes, including all pertinent dates and deadlines, and hardcopies of all such instructions and information shall be provided upon request. A copy of the application for admission and the list of documentation required for enrollment upon receipt of an offer of admission shall be available for review on the Charter School's website without the need to identify oneself or create any type of account or password. Any procedures used to verify student residency must comply with state and federal law, and must not discriminate against students or prospective students based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or any other characteristic protected by law, or association with persons with any of these characteristics.

11. Admission Applications

In order for students to apply for admission and/or be included in the public random drawing for admission to the Charter School (if a public random drawing is necessary), families must submit an application that requires only the student's name, grade, birthdate, and contact information for the family, including the address of the student's current school, if any, as well as voluntary disclosure of information directly and specifically limited to information necessary in order to determine if the pupil is entitled to a District-approved enrollment preference. Any request on the application for information related to potential qualification for an admission preference must specify that provision of that information is voluntary and should only be completed if the applicant wants to take advantage of the applicable preference. The admission application

submitted prior to any public random drawing and before a student is offered a space at the Charter School shall specifically be limited only to the above-listed general information and in no event shall any application/registration/enrollment materials that are required prior to the student being offered a place at the Charter School include any information concerning any protected characteristic of the student or their parent/guardian, including, but not limited to, mental or physical disability or current or prior eligibility for services pursuant to the IDEA or Section 504, or the Americans with Disabilities Act.

The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment. In accordance with this prohibition, Charter School shall not require the submission of records to support qualification for an admission preference at the time of or as part of the admissions process and public random drawing, but Charter School may specify that verification of qualification for any preference under which a potential student is admitted will be a condition of enrollment.

The Charter School's admission application shall notify parents and guardians of applicants that parental involvement is not a requirement or consideration for acceptance to, or continued enrollment at, the Charter School.

12. Admission Policies and Procedures

Charter School has posted on its website the notice of rights developed by the CDE pursuant to Education Code Section 47605(e)(4) and shall at all times maintain it on the website in a location that can be readily located by parents and other interested parties.

In accordance with Education Code Section 48850 and the McKinney-Vento Homeless Assistance Act, Charter School shall immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(e). Charter School shall comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth. Charter School shall accept and provide full or partial credit for coursework satisfactorily completed by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a student participating in a newcomer program while attending another school in accordance with Education Code Section 51225.2.

The Charter School shall allow a student who is enrolled in the Charter School but receiving individual instruction at home or a hospital due to a temporary disability to return to the Charter School when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated, in accordance with Education Code Section 48207.3.

The Charter School shall announce the number of openings at each grade level prior to commencing the Open Enrollment Process each year. The Charter School may subsequently increase the number of openings at any grade level but may not decrease the number of openings unless prior written notice setting forth good cause for the decrease is provided to District.

The Charter School shall comply with all requirements of the Charter Schools Act regarding application, admission, and enrollment in California charter schools, including but not limited to Education Code Section 47605(e). The Charter School shall admit all students who wish to attend, regardless of place of residency within California, unless the number of pupils who wish to attend

exceeds the Charter School's capacity, in which case admission shall be determined by a public random drawing including the implementation of the admissions preferences authorized by District. In no event shall the Charter School's admission practices, including its public random drawing, exclude or deny admission to any student who resides within California except when capacity at the pertinent grade level is exceeded, in which case the student(s) shall be placed on the waitlist in the order drawn and offered admission in the order waitlisted immediately upon an opening becoming available, so long as a waitlist is maintained.

The admission preferences approved by the District may not be amended or deviated from without prior approval by the District in accordance with the procedures specified in Education Code Section 47605(e)(2)(B).

Students in a capped preference group shall be included in the public drawing and, if necessary, placed on the waitlist, both within that capped preference group and within the next highest noncapped lower-level preference group for which the student also qualifies so their opportunity for admission is not limited by the cap on a higher level preference group. In no event shall any waitlist carry over into future school years, instead, all students, except existing students of the Charter School, shall be subject to the open enrollment application process for each new school year.

In no event shall a student who submitted their application after the close of the Open Enrollment Period and did not participate in the public random drawing be offered admission or placed on a waitlist above any student who participated in the public random drawing for admission, regardless of whether the applicant would or would not qualify for one of the admission preferences granted during the Open Enrollment Period and public random drawing. In the case of openings after the initial offers of admission at the time of the public random drawing, students shall be offered admission in strict accordance with their position on the wait list as established during the public random drawing and students shall not be moved up or down on the waitlist once placed thereon.

13. Free Schools

The Charter School shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Sections 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, in all aspects of the Charter School program. Under no circumstances shall any student be adversely impacted, in any manner, in admission, registration, offers of course credit or educational activities for financial reasons, including without limitation a failure to make a financial contribution of any kind or for failure to make donations of goods or services, including in-kind or volunteer services, to the Charter School, nor shall any course credit or privileges related to Charter School educational activities be provided in exchange for money or donations of goods or services, including in-kind and/or volunteer services.

Any and all volunteer policies, documents, or other communications requesting or encouraging parents/guardians to volunteer or make donations, including any information distributed to parents/guardians regarding their "responsibilities and expectations" or otherwise regarding volunteering as part of the orientation or enrollment process, shall clearly specify that donations and volunteer hours, while encouraged, are purely optional, and are not required as a condition of

admission, continued enrollment, or any other privilege offered by the Charter School, and that no student will be penalized in any manner based on whether or not their parent/guardian carried out any “responsibilities” or “expectations” that the Charter School might establish. The Charter School shall train any person(s) or entity, including a parent organization, that is responsible for tracking any type of volunteer hours regarding the prohibitions against requiring volunteer hours or causing parents/guardians to believe that such hours are required. The Charter School shall also require any other Charter School-associated foundation or support organization, as a condition of the Charter School accepting donations from the foundation, to undergo at least annual training on the prohibitions against unlawful student fees and shall mandate that the foundation commit to ensuring that no fundraising, marketing, or other efforts undertaken by the foundation for the benefit of the Charter School shall indicate or imply to potential or current students/parents/guardians that any type of donation of money, goods, or services, including in-kind or volunteer services, is required or expected in order to be admitted to or attend the Charter School.

Any complaints alleging unlawful pupil fees shall be processed by the Charter School in accordance with Education Code Section 49013 and the Uniform Complaint Procedures.

14. Dispute Resolution

The provisions of the Dispute Resolution element of the Charter addressing disputes between the Charter School and District and/or addressing internal disputes at the Charter School are replaced in their entirety with the following.

The Charter School and the District will attempt to resolve any disputes between them amicably and reasonably without resorting to formal procedures. All timelines and procedures in this section may be revised upon mutual written agreement of authorized representatives of District and the Charter School.

If the District determines that a violation of the Charter or MOU or law may have occurred or a problem has arisen related to the operation of the Charter School or the District’s oversight obligations, or a dispute otherwise arises between the District and the Charter School, the following procedures shall be followed to resolve the dispute:

1. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action as it deems necessary.
2. In the event that the District believes that the dispute relates to an issue that could lead to revocation of the Charter, participation in the dispute resolution procedures outlined herein shall not be interpreted to impede or act as a pre-requisite to the District’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the District may choose, in its sole discretion, to proceed directly with the revocation procedures or may choose to participate in all or part of the dispute resolution procedures set forth below.

3. If the violation or issue in question does not constitute a severe and imminent threat and/or the District has not decided to commence revocation procedures without following some or all of this dispute resolution procedure, either party will provide written notification of the violation or issue. The date that this notice is orally provided or sent shall be the “Notice Date.” Any such notice provided by District will also constitute the notice required under the provisions of Education Code 47607(g) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and the meeting shall be held within ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent’s designee, and the Charter School representative will be the Charter School CEO or the CEO’s designee. If the dispute is not resolved at this meeting, or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to step 4. Unless otherwise mutually agreed by the Parties, any period of time agreed upon at the meeting for the Charter School to attempt to cure the issue shall be deemed and is agreed by the Charter School and the District to constitute the “reasonable opportunity to remedy the violation” provided for in Education Code Section 47607(g) prior to revocation of the Charter without requiring the District to provide an additional “reasonable opportunity to remedy the violation” as part of any revocation procedures.
4. The District may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

15. Internal Disputes

The Charter School Board will adopt policies and processes for airing and resolving disputes, other than those between the District and the Charter School, which are covered above. Parents/guardians, students, Board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School’s policies and dispute resolution process.

The District will refer all disputes or complaints it receives not related to a possible violation of the Charter or the MOU (including any addenda thereto) or other agreement between the Charter School and District or law or to the operation of the Charter School or the District’s oversight obligations to the Charter School’s CEO for resolution according to the Charter School’s internal dispute resolution processes. The District may choose to submit disputes that are related to possible violations of the Charter or the MOU (including any addenda thereto) or other agreement between the Charter School and District or the law or to the operation of the Charter School or the District’s oversight obligations to the Charter School’s CEO for resolution according to the Charter School’s internal dispute resolution process. Should the District receive a complaint regarding the Charter School that is referred to the Charter School for investigation and/or resolution, the Charter School shall provide the District with updates regarding the Charter School’s investigation and resolution of the matter at least every two weeks and upon resolution of the complaint or issue. In the event that the Charter School’s adopted policies and processes fail to resolve the dispute, the District agrees not to intervene in the dispute without the consent of the Charter School’s Board unless the matter relates to a possible violation of the Charter or the MOU (including any addenda

thereto) or other agreement between the Charter School and District or law or to the operation of the Charter School or the District's oversight obligations.

16. Compliance with Title IX and Uniform Complaint Procedures

The Charter School shall implement a comprehensive plan to comply with all Title IX requirements, including in student discipline cases involving allegations of discrimination on the basis of sex. Unless it has already done so, the Charter School shall also update its student/parent handbook by no later than 30 days from the Effective Date of this MOU to provide appropriate information about Title IX, including how to file a Title IX complaint, and shall provide a copy of the updated handbook to **District**. The Charter School shall maintain on its website and disseminate at least annually its Title IX policies (including any required evidence of training) and Uniform Complaint Procedures ("UCP") and fully implement and comply with all such policies and procedures, including all required or appropriate training in order properly to implement such policies.

17. Budget and Finance

The Charter School is required to fully comply with California Education Code section 47604.33. This includes preparing and submitting annually all required reports on or before the respective due date, along with any appropriate supporting documentation (i.e., Assumptions, FCMAT LCFF Calculator, and any other information District as the chartering authority might request for review purposes). The adopted budget, interim reports, and unaudited actuals reports shall be certified and submitted using the Standardized Account Code Structure (SACS) or Alternative Form format and must be approved by the Charter School's governing board.

In addition to the statutorily required reports listed above, District as the chartering authority may request additional information to be submitted, by the Charter School, as part of its ongoing fiscal monitoring. If such requests are made, the Parties will mutually agree to a timeline for their submission.

- Complete bank statements with details of checks and deposits (can be a printout of the ledger) and bank reconciliation report, if funds are not held by the County Treasurer.
- Financial system-generated balance sheet and income statement.
- At Budget and Interim Reporting Periods – Cash-flow projections covering 24 months, including budget year and subsequent one year.

For a list of fiscal reports required to be submitted by District-authorized charter schools, please refer to **Exhibit 1**. As the Charter School's authorizing and oversight agency, District is entitled to and may request any additional documentation from the Charter School that District deems necessary for or helpful to conduct a thorough review and analysis of the financial reports (e.g., a general ledger detail, trial balance, evidence of enrollment, copies of contracts, etc.). Nothing in this MOU, including Exhibit 1, or any addenda hereto, shall serve as a limitation on District's authority to require additional information or documentation from the Charter School, including, but not limited to, pursuant to District's authority pursuant to Education Code Section 47604.3.

a. Year-End Closure Policies and Procedures

By July 1, 2026, unless it has already done so, the Charter School shall submit to District its Board-adopted Fiscal Policies and Procedures, which include detailed, written year-end closing policies and procedures over the Charter School's financial records, which shall be revised as necessary to be satisfactory to the District Superintendent or designee. The Charter School's year-end closing policies and procedures shall include all the following:

- Designation by title/job duties of all personnel involved in the process.
- A year-end closing checklist to be followed for closing out financial records by August 30 following the end of each fiscal year, which checklist shall follow Generally Accepted Accounting Principles for booking all necessary accruals and/or estimates of accruals.
- Specification that the Charter School's accounting records shall be closed out and no further adjustments made to those records no later than September 15 after the end of the fiscal year.
- Specification that no adjustments to the financial records may be made by the Charter School following submission of the Unaudited Actuals to District for review and submission to the CDE, and at the time of submission to District all necessary adjustments for the fiscal year must be reflected in the Charter School's financial records. From the time of that submission to District to the submission of the Charter School's audit report to external parties, the only adjustments to the financial records that are permitted are those proposed by the external audit engagement team after completion of the audit team's fieldwork.

b. Cash Flow and Reserve

The Charter School shall, at each school year close, maintain a reserve of three percent or greater of the total expenditures in each respective fiscal year. Cash flow balances must be reconciled during interim and year-end reporting, at a minimum. If cash demands cannot be met at any given time during the fiscal year, an updated cash flow projection by month must be submitted, along with a Charter School board-approved resolution and minutes that reflect the details of any financial support established to address the cash flow shortfall.

c. Banking Arrangements

The Charter School will reconcile the ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis and prepare a balance sheet. The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed seven hundred fifty dollars (\$750), may be established with an appropriate ledger to be reconciled quarterly.

d. Property Inventory

The Charter School's Executive Director or designee shall establish and maintain an inventory of all Charter School non-consumable goods and equipment in accordance with the school fiscal policy established by the Charter School's governing board that shall comport with all relevant statutory requirements.

e. Payroll

The Charter School or its business services provider will prepare payroll checks, tax and retirement withholdings, tax statements and perform other payroll support functions. The Charter School's CEO or designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Charter School's Executive Director or designee and the Charter School's business service manager 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, tax withholding forms, retirement data and use of sick leave.

18. Charter School Certification of Information

Within the window period set by CDE, the Charter School shall complete the annual Charter School Certification of Information via the web-based application CDE makes available to charter school administrators.

19. Employee Qualifications

a. Teacher Credential Requirements

Charter School agrees and acknowledges that its teachers shall be subject to Education Code Section 47605 with respect to the holding of the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment.

Teachers of record at the Charter School shall have obtained a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code Sections 44339, 44340, and 44341.

The Charter School shall ensure timely compliance with these requirements, and as part of the annual credential review process (or upon later hiring of any teacher), the Charter School shall provide to the District a copy of the certificate of clearance for each teacher who will work at the Charter School.

b. Business Services

The Charter School shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of the Charter School. Such services may be provided either by an employee of the Charter School or by a consultant/consultant group hired by the Charter School. Any such employee or consultant/consultant group shall have a minimum of three years of experience serving a California public school (charter or non-charter) or equivalent educational institution experience in the capacity of business manager or similar, or providing the services of a Chief Financial Officer or similar to a California public school (charter or non-charter) or equivalent educational institution experience in a consultant capacity. This provision does not require that each Charter School employee or consultant whose duties include business and finance

issues must meet these qualification requirements, but if the Charter School's internal employees do not have the requisite experience, a back-office service provider or similar consultant must be used in combination with the Charter School's internal experts.

20. Audit

The annual independent audit of the Charter School required by Education Code Section 47605, subdivision (c)(5)(I) and (m) shall be performed. Any findings, recommendations, or deficiencies shall be reported to the District and resolved pursuant to the terms of the Charter, and the Charter School agrees to resolve outstanding issues from the audit prior to completion of the auditor's final report. The Charter School shall immediately forward a copy of the audit to the District upon receipt of the final audit findings in accordance with state timelines.

The Charter School shall comply with the Nonprofit Integrity Act of 2004 (2004 Cal. Laws Chapter 909 (SB 1262).), if required by law. If the Charter School has a Finance Committee and an Audit Committee; the chairperson of the Audit Committee cannot be a member of the Finance Committee.

The auditor will verify the accuracy of the Charter School's financial statements, attendance and enrollment, accounting practices, revenue-related data collection and reporting practices and will review the Charter School's internal controls. The audit will include a review of ADA as reported by the Charter School. Moreover, the audits will address whether the Charter School's money is being managed responsibly and that its financial statements conform to generally accepted accounting principles.

In the case that the Charter School either does not pay for or have an independent audit completed within one month of the applicable timelines, the District, may, at its option, pay for an audit to be completed and invoice the Charter School for the expense, which shall be immediately due and payable, or subtract such payment from any funds due to the Charter School.

Further, the District shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the District if the audit reveals no financial or enrollment discrepancies resulting in under- or over-reporting of its enrollment or financial position or a combination of the two that adds up to more than 5%.; in all other cases, the Charter School shall bear the cost of the audit.

21. Insurance

No coverage shall be provided to the Charter School by the District, including self-insured programs or commercial insurance policies. In the event the Charter School adds locations (which may only be done through an approved material revision to its Charter), each Charter School location shall meet the below insurance requirements individually. It shall continue to be the Charter School's responsibility, not the District's, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

The Charter School shall purchase and maintain in full force and effect at all times during the term of this MOU and/or its Charter insurance in amounts and types and subject to the terms approved by the District's risk manager and as specified below. The Charter School's obligations to acquire

and maintain insurance as provided in this section of the MOU shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter or any other act or event that would end the Charter School's right to operate as a charter school pursuant to its Charter or cause the Charter School to cease operations until the Charter School has fully complied with the Closure Protocol set forth in its Charter and/or this MOU and any additional closure procedures required by law, regulation, or required by the CDE.

Without limiting this MOU or the Charter and/or the defense, indemnity, and hold-harmless obligations of the Charter School, throughout the life of the Charter, the Charter School shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," and "personal injury," including, but not limited to, coverage for products and completed operations, with combined single limits of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability coverage shall be procured in the amount of \$10,000,000 per occurrence.

- A. General Liability Insurance Endorsement Negligence Related to **Sexual Abuse or Molestation** providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse with liability coverage of \$15,000,000 per occurrence. Such insurance must include coverage for sexual abuse perpetrated by a student, students in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.
- B. General Liability Insurance Endorsement Negligence providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of corporal punishment. Such coverage shall provide for defense with liability coverage of \$15,000,000 per occurrence. Such insurance must include coverage for corporal punishment perpetrated by a student in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than \$ 1,000,000 per occurrence and \$1,000,000 in the aggregate.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage, (b)

Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School. If any District property is leased, rented, or borrowed, it shall also be insured by the Charter School in the same manner as (a), (b), and (c) above.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person and per occurrence.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

ERRORS AND OMISSIONS insurance and/or coverage providing coverage for educators' legal liability and error and omissions in an amount not less than \$5,000,000 per "claim" with an aggregate policy limit of \$15,000,000.

FIDELITY BOND coverage shall be maintained by the Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence.

SCHOOL BOARD LEGAL LIABILITY \$5,000,000.00 per occurrence. School board legal liability (SBLL) insurance protects school board members, employees, and administrators from claims of wrongful acts. It is also known as educators' legal liability (ELL) insurance.

CLAIMS-MADE, an additional 5 years of coverage will need to remain in place for "claims made" policies permitted pursuant to the terms hereof to ensure there is protection for the District if a claim is filed after the agreement has been terminated.

All of the insurance and/or coverage required by the foregoing provisions of this MOU shall: (a) be endorsed to name the District, the District Superintendent, Board members, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "District and the District Personnel") as additional insureds; (b) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the District and/or by the District Personnel shall be in excess of the Charter School's insurance and/or coverage required by the foregoing provisions of this MOU and shall not contribute with the primary insurance and/or coverage to be provided by the Charter School; (c) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that coverage shall not be suspended, rescinded, voided,

cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the District by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the District by the insurer, the Charter School shall also provide the District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU, and any permitted change to any policy of insurance or memorandum of coverage shall be evidenced in accordance with the Verification of Coverage requirements below. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, the Charter School shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the District's option.

The acceptance by the District of the insurance and/or coverage required by the foregoing provisions of this MOU shall in no way limit the liability or responsibility of the Charter School or of any insurer or joint powers authority to the District.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that all rights of subrogation against the District and/or the District Personnel are waived.

22. Verification of Coverage

The Charter School shall provide to the District complete copies of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this MOU, including all declarations, forms, and endorsements, which shall be received and approved by the District risk manager within thirty (30) days of the approval of this MOU and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents. The complete copies and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of complete copies and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of the Charter School to defend, indemnify, and hold harmless the District and the District Personnel.

23. Deductibles and Limits of Liability

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this MOU shall not reduce or limit the obligation(s) of the Charter School to defend, indemnify, and hold harmless the District and the District Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this MOU shall not

be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this MOU must be declared to and approved by the District.

The Parties anticipate that the required levels and types of insurance coverage required to meet the District's risk management standards may change over time. Charter School agrees to maintain such insurance as may be required by the District, the terms of which may be updated annually by the District, or more frequently with Charter School's agreement, and the Parties shall enter into an amendment or addendum to this MOU to revise the terms of the required coverage should the District determine such an amendment or addendum is preferred.

Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or their designee. The minimum insurance requirements as specified herein do not represent a determination by District that the coverage is adequate or sufficient to protect Charter School from risk related to its operations, and Charter School must determine whether and what additional coverage may be appropriate for its operations.

The coverage and limits required hereunder and/or District's acceptance of the insurance and/or coverage required by the foregoing provisions of this MOU shall not in any way limit the liability or responsibility of the Charter School or any insurer or joint powers authority to District.

The Charter School shall notify the District's Assistant Superintendent Educational Services and risk manager of any litigation or legal action taken or written claims made by any party against the Charter School or any employee, including but not limited to any special education complaint or due process hearing or any complaint filed with the Public Employees Relations Board, within 15 days of the Charter School's receiving notice. The Charter School shall promptly respond to all reasonable inquiries from the District regarding any claims against the Charter School and/or any obligation of the Charter School under the foregoing provisions of this MOU. The Parties recognize that some records relating to claims and litigation may be confidential and thus not disclosable to the District, though the confidentiality of particular records does not limit the Charter School's obligation to report to the District the existence of the litigation, legal action, or claim.

The Charter School shall promptly respond to all inquiries from the ***District*** regarding any claims against the Charter School and/or any obligation of the Charter School under the foregoing provisions of this MOU.

24. Indemnification

To the fullest extent permitted by law, the Charter School agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to District, and hold harmless the District, District, the District Superintendent and each of their members, officers, Board appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or

relate to any actual or alleged act or omission on the part of the Charter School , and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other Charter School appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of the Charter School arising from or in any way relating to the performance of and/or to the failure to perform in whole or in part any obligation under this MOU and/or in any way related to the operation or operations of the Charter School or of any other facility, program, or activity.

The obligations of the Charter School to defend the District and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this provision shall be construed to obligate the Charter School to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence or from an Indemnitee's willful misconduct where such sole negligence or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the sole negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of the Charter School shall be for that portion of the loss(es) not due to the sole negligence or the willful misconduct of such Indemnitee(s).

The Charter School further specifies that its indemnification, defense, and hold harmless obligations pursuant to this MOU extend to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget.

In the event that Charter School exhibits a deficit at any financial reporting period, the Charter School's governing board shall pass a "Resolution of Funding of iLEAD Flex Charter School" stating that iCC1 will provide all necessary funds for Charter School to maintain compliance with the law, its Charter, and this MOU. A new resolution must be approved by the Board of Directors each time Charter School reports a deficit in order to evidence that the Board is aware of Charter School's current fiscal situation. A copy of the approved, signed resolution and approved minutes evidencing such approval shall be provided to District.

The Charter School's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter School's Charter or any other act or event that would end the Charter School's right to operate as a charter school pursuant to its Charter or cause the Charter School to cease operations.

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law.

The Charter School shall at all times be operated by or as a nonprofit public benefit corporation. Nothing in this paragraph shall serve to reduce or excuse the Charter School's obligations to obtain and maintain the insurance required by this MOU and/or its obligation to indemnify, defend, and hold harmless the Indemnites, as set forth in this MOU.

25. Litigation

The Charter School shall notify the District of any known pending litigation or legal action taken by any party against the Charter School or any employee within the scope of their employment, including any Special Education complaint, or due process hearing within 10 calendar days of the Charter School's receiving said notice.

26. School Name

The Charter School shall be known as **iLEAD Flex Charter School**. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the District.

27. Discouraging Enrollment or Dismissal from Charter School; Student Suspension and Expulsion

Charter School shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), which includes but is not necessarily limited to pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation, or any of the characteristics identified in Education Code Section 220 or any other characteristic protected by law, or association with persons with any of these characteristics.

The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

The Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or to transfer to another school for any reason, including, but not limited to, academic performance of the pupil, in order to avoid or reduce disciplinary consequences including suspension or expulsion, or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), or any of the characteristics identified in Education Code Section 220 or any other characteristic protected by law, or based on association with persons with any of these characteristics. This paragraph shall not apply to actions taken by the Charter School pursuant to the procedures described in the Charter School's procedures for suspension and expulsion as described and approved in the Charter and this MOU.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child

or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and District social worker. If the pupil is an Indian child, as defined in Welfare and Institutions Code Section 224.1, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, District social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and District social worker, or the Indian child's tribal social worker and, if applicable, District social worker of the right to initiate the procedures specified in Education Code Section 47605(c)(5)(J)(ii) for expulsions before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or District social worker, or the Indian child's tribal social worker or, if applicable, District social worker, initiates the procedures specified in Education Code Section 47605(c)(5)(J)(ii) for expulsions, the pupil shall remain enrolled and shall not be removed until the Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions pursuant to Education Code Section 47605(c)(5)(J)(i) and (ii) and the requirements of the Charter and this MOU.

Notwithstanding the legally required information in the preceding paragraph, compliance with the procedures for involuntary removal and expulsion set forth in the Charter and this MOU shall be the only processes for the Charter School to involuntarily dismiss, remove, or otherwise exclude a student who attends the Charter School from further attendance at the Charter School for any reason, including but not limited to, disciplinary, attendance, and academic causes except as otherwise mandated by Education Code Section 47605, as it may be amended from time to time.

Should a pupil who has been recommended for expulsion by the Charter School administrator responsible for such recommendation pursuant to the expulsion procedures withdraw from enrollment at the Charter School prior to the completion of the expulsion process, the Charter School shall continue with and complete the expulsion process and make a final determination regarding expulsion regardless of the effort to withdraw the student from the Charter School.

Notwithstanding any language to the contrary in the Charter, revisions to the causes or procedures for suspension or expulsion beyond those necessary to comport with current laws as applicable to charter schools or to reflect changes in Education Code Section 48900 *et seq.* applicable to non-charter schools shall constitute a material revision to the Charter unless determined by the District not to be a material revision.

Students expelled from any school for any of the offenses listed in Education Code Section 48915(a) or 48915(c) shall not be permitted to enroll in the Charter School during the period of their expulsion.

Should any student leave the Charter School per 47605(d)(3) the Charter School shall notify District and the district superintendent of the pupil's last known address within 30 days.

28. Transportation

Transportation to and from school is the sole responsibility of the families who choose to attend the Charter School, except as voluntarily offered by the Charter School or as required by law, including, but not necessarily limited to, the IDEA and the McKinney-Vento Homeless Education Assistance Act.

If the Charter School provides transportation to or from a school or school activity it shall prepare a transportation safety plan prior to such activities (and revise the plan as required) containing procedures for school personnel to follow to ensure the safe transport of pupils.

The plan shall address all the following: (a) determining if pupils require escort pursuant to Vehicle Code section 22112(d)(1); (b) procedures for all pupils in prekindergarten, kindergarten, and grades 1 to 8, inclusive, to follow as they board and exit the appropriate school bus at each pupil's school bus stop; (c) boarding and exiting a school bus at a school or other trip destination; (d) procedures to ensure that a pupil is not left unattended on a school bus, school pupil activity bus, or youth bus; (e) procedures and standards for designating an adult chaperone, other than the driver, to accompany pupils on a school pupil activity bus. The plan shall be retained and made available upon request to an officer of the California Highway Patrol.

29. Business and Operations Management

The Charter School shall at all times operate as a distinct and separate LEA and shall maintain its own set of financial records, distinct from any other school(s) that may be operated by or related to the Charter School and/or the iCC1 corporation or any other related entity including, but not limited to, any existing charter schools or additional or new charter schools that may be approved after the effective date of this MOU. The Charter School shall also maintain its own separate and distinct bank account(s), and the Charter School's funds shall not be commingled in a joint bank account with the funds of any other school(s) or operations and shall be kept physically separate from the funds of any other school(s) or operations.

At all times, the Charter School shall submit financial reports for the Charter School as a distinct LEA and have audits performed on the financial statements of the Charter School. The Charter School's Fiscal Policies and Procedures may be revised as necessary. A copy of the Charter School's Fiscal Policies and Procedures shall be submitted to the District annually on or before July 1 for the following fiscal year and any time that the Charter School desires to revise its Fiscal Policies and Procedures. In areas where overlap in purchasing or resource allocation might occur between the Charter School and any other school(s) or entities that might be operated by or associated with iCC1 or any other related entity, the Charter School's Fiscal Policies and Procedures shall be revised as necessary to describe how allocations will occur between distinct LEAs and entities and the Charter School shall provide the Fiscal Policies and Procedures covering such issues involving related entities to the District. In no event shall the Charter School develop or revise its Fiscal Policies and Procedures or its practices in any manner which would be inconsistent or in conflict with the terms of its Charter and/or this MOU or other agreement between the Charter School and the District. The Fiscal Policies and Procedures shall specify whether there will be shared costs, resources, services, staff, etc., and the methodology that will be used to ensure a fair and appropriate distribution of services and costs.

The Financial Policies and Procedures shall include a means of ensuring that all funds generated by and attributable to iLEAD Flex Charter School authorized pursuant to the Charter will be maintained and expended for the educational benefit of the students at iLEAD Flex Charter School authorized by the Charter.

Should the iCC1 corporate entity or any other related entity obtain approval of or otherwise open another charter school or any other entity in addition to the Charter School authorized pursuant to the Charter, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, the Charter School shall provide to the District a calculation of all costs projected to be shared between the Charter School and any other iCC1 or related entity-operated school(s)/entity(ies), including the factual and fiscal basis on which the projected cost share has been calculated. Should there be a significant deviation from the projections during the fiscal year, the Charter School shall immediately provide the District with an updated calculation, including the factual and fiscal basis for the revisions. Any shared costs shall be clearly accounted for in the Charter School's financial records and reviewed as part of Charter School's annual fiscal audit.

30. Term and Renewal

The parties mutually agree that the Charter Schools Act does not permit "evergreen" terms or the "stacking" of terms. The Charter School may submit its request for renewal on or after July 1 of the final year of its term.

The availability of current statewide student performance data and the data to be provided by the CDE pursuant to Education Code Section 47607(d)(1) will provide information regarding the Charter School's compliance with Education Code Sections 47607 and 47607.2's standards for approval of renewal. The District encourages the Charter School to submit its request for renewal only after receiving documentation of its statewide testing results from its last year of operation pursuant to the current renewal term.

Any renewal or material revision request shall include all the following materials:

1. At least 1 hard copy (in a notebook or otherwise bound) of the entire renewal Charter, with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents that includes references to all appendices/exhibits/attachments.
2. A redline comparing the renewal/revision Charter to the current Charter included in each notebook.
3. An electronic (Word) version of both the clean and redline versions of the renewal/revision Charter.
4. An electronic (Excel) version of the Budget including the LCFF calculator. Charter School will provide all other fiscal data necessary to understand budget calculations upon request.

5. The petition shall be updated to include a reasonably comprehensive description of how the Charter School is complying/will comply with any new legal requirements since the Charter was most recently granted or renewed and as necessary to reflect the Charter School's current program (including as updated/modified to comply with the requirements of this MOU and any addenda hereto).
6. An electronic (Word) version of the currently approved and operating version of the Charter.
7. An executive summary (including page references) of the changes requested or made from the currently approved Charter (including as updated or clarified pursuant to this MOU and any addenda hereto), and specific explanations of any requested material revision(s) to the Charter.
8. Renewal petitions must contain the California Dashboard data and state-wide testing data from the immediately preceding two years of the Charter's operations, including the data from the penultimate year of the Charter School's current term, as pertinent to renewal pursuant to Education Code Sections 47607(c) and 47607.2, or information necessary to support renewal pursuant to Education Code 47607 and 47607.2.
9. A signed certification of completeness.
10. A completed District petition review matrix, if provided by the District.
11. An electronic (PDF) version of the entire petition package for publishing purposes.

The renewal process shall be governed by the provisions of Education Code Sections 47605, 47607 and 47607.2, or the provisions of law that may supersede, modify, amend, or succeed those provisions.

The Charter School is encouraged to consult with the District, and District is encouraged to timely and cooperatively reply, regarding submittal of a draft of any renewal request prior to the formal submittal of any renewal request in order to provide additional time for District review and comment, and for the Parties to work cooperatively on any outstanding issues relative to the Charter School's operations or the Charter document, as well as to coordinate with District the timing of submission of the renewal request. Any review of or comment on the proposed renewal Charter prior to the formal submittal will be at the District's sole discretion.

The District delegates to the Superintendent or designee and the Charter School Board delegates to the Executive Director or designee authority to waive or extend the timelines in this MOU, the Charter, law, or applicable regulation, including but not limited to, for consideration or action on material revision and/or renewal of the Charter.

31. Debts and Obligations

The Charter School shall be solely responsible for all costs and expenses related to the Charter and its operation, including, but not limited to, costs of insurance, reserves, staff, and operations.

The Charter School shall have no authority to enter contracts for or on behalf of the District. Any contracts, purchase orders, or other documents to which District is not a party and/or which are not approved or ratified by the District or District Superintendent shall be unenforceable against the District and shall be the Charter School's sole responsibility.

To the extent practicable, the Charter School shall include a term in any agreements/contracts it enters into with any vendors and other entities and individuals outside of District that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of any chartering authority and are not enforceable against any chartering authority, which include but may not be limited to District.

32. Independent Entity

The Charter School and its officers, board members, employees, and volunteers, shall operate and provide the school services pursuant to this MOU and the Charter as a wholly independent entity. The Charter School and the District shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint enterprise. The District shall not be liable for the acts, errors, omissions, debts, obligations, or liabilities of Charter School.

33. Affirmations; Policies; Notifications; Legal Compliance

The Charter School shall comply with all laws governing California charter schools, the terms of its Charter, and the terms of this MOU, including any addenda hereto. The Charter School's obligations include, but are not limited to, each of the following:

- The Charter School shall not discriminate against a pupil or any person on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or any other characteristic protected by law, or association with an individual who has any of the aforementioned characteristics. Each nondiscrimination statement and affirmation in the Charter shall be interpreted and applied to include and prohibit discrimination on the basis of any and all of the characteristics included in this paragraph or otherwise protected by law.
- The Charter School shall provide notice of the requirements of Education Code Section 47605(e)(4) in the form developed by the CDE, which notice shall be posted on Charter School's internet website within two business days of the Effective Date of this MOU, unless it has already done so, and Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years of age or older, a copy of this notice at all of the following times:
 - (i) When a parent, guardian, or pupil inquires about enrollment.
 - (ii) Before conducting an enrollment lottery.
 - (iii) Before disenrollment of a pupil.

- Charter School shall adopt the policy and fulfill the other requirements of Education Code Section 234.7 concerning pupil protections relating to immigration and citizenship status or religious beliefs, unless it has already done so. The Charter School shall post on its website(s) in a prominent location readily accessible to parents and guardians, all the policies and information as specified in Education Code Section 234.6 within two business days of the Effective Date of this MOU, unless it has already done so.
- Charter School shall notify students and parents/guardians at least twice during each school year of how to initiate access to available student mental health services on campus or in the community in the manner required by Education Code Section 49428.
- In accordance with Education Code Section 49062.5, upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070, Charter School shall update and reissue a former student's records to include the student's updated legal name or gender.
- Charter School shall provide notice concerning the human papillomavirus (HPV) immunization in accordance with Education Code Section 48980.4 and Health and Safety Code Section 120336.
- Charter School shall comply with the requirements of Education Code Sections 48986 and 49390 *et seq.*, concerning threats of homicide at school and safe storage of firearms.
- Charter School shall comply with the Safety and Supportive Schools Act (Ed. Code § 218 *et seq.*) and the Support Academic Futures and Educators for Today's Youth Act or SAFETY Act (AB 1955, 2024).
- Charter School shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications, and within 90 days of the Effective Date, if it has not already done so, shall adopt rules and regulations in the form of a written publications code that must include reasonable provisions for the time, place, and manner of conducting such activities, in compliance with Education Code Section 48907 and provide a copy of that publications code to District.
- Charter School shall comply with the requirements of Education Code Section 243 regarding the use of textbooks, instructional materials, supplemental instructional materials, or other curriculum for classroom instruction or books or resources in a school library.
- Charter School shall comply with the requirements related to student all-gender restrooms as applicable to the Charter School pursuant to Education Code Sections 17585 and 35292.5.

- Charter School shall stock and provide free menstrual products in accordance with Education Code Section 35292.6.
- If Charter School participates in interscholastic athletic programs and/or the California Interscholastic Federation (CIF), it shall comply with Education Code Sections 33353, 35179.4, and 35179.6.
- Charter School shall provide for student recess in accordance with Education Code Section 49056.
- Charter School shall provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414.
- If Charter School chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, it shall comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist.
- Charter School shall make the materials prepared by the CDE about type 1 diabetes available to parents/guardians when the pupil is first enrolled in elementary school and as part of Charter School's annual notifications.
- Charter School shall comply with the requirements of the Seizure Safe Schools Act. (Ed. Code, § 49468 *et seq.*)
- If it has not already done so, by July 1, 2026, Charter School shall implement policies relating to preventing contact with blood-borne pathogens and meets state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. Whenever exposed to blood or other body fluids through injury or accident, students and staff shall be required to follow the latest medical protocol for disinfecting procedures.
- Pursuant to Code of Civil Procedure Section 527.8 and Labor Code Sections 6401.7 and 6401.9, Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan and record information in a violent incident log for every workplace violence incident. These requirements include, but are not limited to, effective and timely training of employees on the workplace violence prevention plan that includes additional training when a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. Charter School shall keep identification, evaluation, correction, and training records as required by law.
- Pursuant to Education Code section 49501.5, Charter School will provide two nutritionally adequate school meals free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal.

- Charter School shall develop, maintain, and deliver suicide prevention policies in accordance with all requirements of Education Code Section 215. On or before January 1, 2025, the Charter School's Board shall review and update its policy on pupil suicide prevention to incorporate best practices identified by CDE in the CDE's model suicide prevention policy, and shall review, at minimum every fifth year, Charter School's policy on suicide prevention and, if necessary, update that policy. If Charter School issues pupil identification cards to students in any of grades 7 to 12, inclusive, it shall have printed on the identification cards the telephone number for the National Suicide Prevention Lifeline, the National Domestic Violence Hotline, and other suicide-prevention and emergency-response telephone numbers, as appropriate.
- Charter School will allow a pupil who is a migratory child to continue attending their school of origin regardless of any change of residence of the pupil. Charter School will inform a pupil who is a migratory child and that pupil's parent or guardian of the impact of remaining in the school of origin on the eligibility of that pupil to receive migrant education services.
- In accordance with Education Code Section 46148, Charter School's middle school start time shall begin no earlier than 8:00 a.m.
- Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on blood-borne pathogens, and shall maintain a calendar for and conduct emergency response drills for students and Staff.

34. Updated Documents and Policies

On or before August 1, 2026, the Charter School shall revise its student/parent handbook, employee handbook(s), and any other policies and procedures to ensure consistency with the terms of the Charter, this MOU, and the law, including the notices required by the Charter, this MOU, and/or the law. The student/parent handbook shall also be posted on the Charter School's website.

35. Compliance with Laws Applicable to Public Agencies

The Charter School agrees to comply at all times with laws that generally apply to charter schools and to comply with applicable federal or state laws (which may be amended from time to time), including but not limited to the following:

- The Brown Act (Cal. Gov. Code, § 54950 *et seq.*);
- The Public Records Act (Cal. Gov. Code, § 6250 *et seq.*);
- State conflict of interest laws: the Political Reform Act (Gov. Code, § 87100 *et seq.*; Gov. Code, § 1090 *et seq.*; Gov. Code § 1126);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, § 11164 *et seq.*);

- The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. § 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act (“FEHA”) Cal. Gov. Code, § 12900 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, § 4600 *et seq.*);
- Title IX of the Education Amendments of 1972 (Patsy Takemoto Mink Equal Opportunity in Education Act);
- The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g *et seq.*); and
- The Elementary and Secondary Education Act (“ESEA”) as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).

IX. CONSTRUCTION AND SEVERABILITY

A. Amendments

This MOU may be amended or modified, in whole or in part, only by a negotiated, signed, written agreement executed by a duly authorized representative of District and the Charter School.

B. Interpretation; Severability

The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this MOU or any other rule of construction that might otherwise apply. The section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this MOU. If any provision or any part of this MOU is, for any reason, held to be invalid or unenforceable or contrary to law, statute, and/or ordinance, such provision shall be revised by mutual agreement of the Parties or severed and shall be inoperative, and, provided that the fundamental terms and conditions of this MOU remain legal and enforceable, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

C. Notifications

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the Superintendent at:

To the Charter School at:

Greg Nehen
Antelope Valley Union High School District
176 Holston Drive
Lancaster, CA 93535

29477 The Old Road
Castaic, CA 91384

IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the day and year set forth below:

By: _____ Date: _____

On Behalf of the District

By: _____ Date: _____

I

On Behalf of *iLEAD California Charters I I*

EXHIBIT 1

DRAFT

FIRST AMENDMENT TO STANDARD MULTI-TENANT SHOPPING CENTER LEASE –
NET

Dated: June 19, 2026

THIS FIRST AMENDMENT TO LEASE dated as of June 19, 2026, is entered into by and between Castaic Creek Plaza, LLC, A California Limited Liability Company (“Lessor”), I-Lead California Charters 1, A California Non-Profit Public Benefit Corporation (“Lessee”)

RECITALS

- A. Lessor and Lessee are parties to that certain Lease, dated August 28, 2019 (“The Lease”) with respect to Premises located at 29465/69/73 and 77 The Old Road, Castaic, CA 91384
- B. The existing Lease Term expires on August 31, 2026;
- C. Lessor and Lessee now wish to amend the Lease as herein below provided;

AGREEMENT

1. Term: The Term of the Lease is hereby extended for a period of Two (2) Years and Nine (9) months commencing September 1, 2026 and expiring on May 31, 2029 (“Lease Extension Term”)
2. Base Rent: The Base Rent schedule for the Lease Extension Term shall be:
- September 1, 2026 - August 31, 2027 - \$9,760.00/month
 - September 1, 2027 - August 31, 2028 - \$10,055.00/month
 - September 1, 2028 – May 31, 2029 - \$10,355.00/month
3. Reaffirmation of Lease; Entire Agreement: Lessor and Lessee acknowledge and agree the Lease, as amended herein, constitutes the entire agreement by and between Lessor and Lessee with respect to the subject matter hereof, and supersedes any and all other agreements, written or oral, between the parties hereto. Furthermore, except as modified herein, all other covenants and provisions of the Lease shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LESSOR:

Castaic Creek Plaza, LLC, A California Limited Liability Company

By: _____ Dated: _____
David Altemus: Managing Member

LESSEE:

I-Lead California Charters 1, A California Non-Profit Public Benefit Corporation

By: _____ Dated: _____

CHARTER SCHOOL FUNDS DISTRIBUTION AUTHORIZATION

Charter School Name: _____

New School? Yes No Charter School Number _____ Effective Date: _____

The Charter School listed above indicates its choice to distribute funding as noted below:

☐ **Option 1: Mail** - Warrants will be mailed to the school via USPS. Please provide mailing information below.

Street Address: _____

City: _____ State: _____ Zip: _____

Attention: _____

☐ **Option 2: Pick up** - Warrants will be picked up by the representative(s) listed below.

1) Name: _____

DL# _____ State: _____ Exp. Date: _____ Email: _____

2) Name: _____

DL# _____ State: _____ Exp. Date: _____ Email: _____

☐ **Option 3: EFT** - Funds will be automatically deposited into the school's bank account. An email with a copy of the remittance advice will be sent to the people listed below. In addition, please submit the EFT Enrollment Form as well as the Resolution to Issue Funds Form.

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

☐ **Option 4: EFT to Other Agency** - Funds will be sent to a third party agency listed below.

Agency Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

☐ **Address Change ONLY** (Please Choose One): Site Address Change Mailing Address Change Both

Street Address: _____

City: _____ State: _____ Zip: _____

Two signatures required (Signers must be on the Certification of Signatures form)

Signature: _____ Title/Office: _____

Name: _____ Date: _____

Signature: _____ Title/Office: _____

Name: _____ Date: _____

Please return this form electronically to: sfs_bcsu@lacoed.edu

For SFS use only: ☐ PSFS Vendor _____ ☐ Wt. Pickup List _____ ☐ EFT Setup _____

☐ Pre-Conf. JV _____ ☐ Email Pre-conf _____ ☐ EFT Conf. _____

☐ CS Comp List _____ ☐ Access Update _____

Instructions for

Resolution to Issue Funds to Charter School or School District

Page 1

- 1) Print legibly using block letters or type the form.
- 2) Fill in the charter school's name on each blank line.

EFT PAYMENTS:

Enter the information for the financial institution that will be used for electronic funds transfer (EFT) payments. *Strike through and write "void" across the paragraph requesting warrants.*

OR

WARRANTS:

Enter the charter school's name on the blank line in this paragraph. *Strike through and write "void" across the paragraphs requesting EFT.*

Page 2

- 1) In boxes 1-6:
 - Fill in each board member's name and office title. *(4-6 signatures required)*
 - Each board member is required to sign above his/her name.

Certification by President of the Board:

1. Enter the board meeting date for this board action.
2. The president of the charter school board should sign and date this resolution.

Please return this form electronically to: sfs_bcsu@laoe.edu

**Authorization for Los Angeles County Office of Education
to Issue Funds for Charter School or School District**

**RESOLUTION ADOPTED BY UNANIMOUS WRITTEN CONSENT OF THE MEMBERS
OF THE BOARD OF _____**

Whereas, _____ has been
authorized by the State of California as a charter school; and

Whereas, _____ is operated as, or
operated by _____ a California nonprofit corporation; and

Whereas, _____ has requested and has
been approved to be funded under the New Charter School Funding Model and to receive funding.

Therefore, Be It Resolved that the governing board of the

authorizes the Los Angeles County Office of Education (LACOE) to issue funds in favor of the
Charter School referred to herein, for all public funds received in the Los Angeles County Treasury
for the Charter School. These funds will be distributed when LACOE receives public funds with
documentation indicating our Charter School as the recipient. These public funds include, but are
not limited to, charter school general-purpose entitlements and categorical block grants computed
pursuant to Education Code Sections 47633 and 47634, other state and federal categorical aid, and
lottery funds.

It is further resolved that, _____
has requested that all public funds received in the Los Angeles County Treasury be issued using the
Electronic Funds Transfer (EFT) payment method to:

Financial Institution: _____

Address: _____

Routing Number: _____

Account Number: _____

Account Type: _____

or

It is further resolved that, _____
has requested that all public funds received in the Los Angeles County Treasury be issued via
warrants.

Authorization (Each member sign and date below)

1. _____	2. _____
Signature	Signature
_____	_____
Name	Name
_____	_____
Office	Office
_____	_____
Date	Date

3. _____	4. _____
Signature	Signature
_____	_____
Name	Name
_____	_____
Office	Office
_____	_____
Date	Date

5. _____	6. _____
Signature	Signature
_____	_____
Name	Name
_____	_____
Office	Office
_____	_____
Date	Date

Certification by President of the board

I certify that the governing board of _____
took action at a board meeting on (date) _____ to authorize the
Los Angeles County Office of Education (LACOE) to distribute funds to the Charter School, for all
public funds received in the Los Angeles County Treasury for the Charter School, according to the
terms set forth in the authorization above and in the Charter School Funds Distribution form.

I also certify that the voided check attached to this board resolution is a true payment
instrument for the school's account at the institution listed above.

Signature: _____

Name: _____

Office: _____

Date: _____

CHARTER SCHOOL NAME

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections:

K-12 Schools: 35143, 42632, and 42633

Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: _____ to _____

In accordance with governing board approval dated _____, 20 _____.

Signature _____
Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

Column 1

Signatures of Members of the Governing Board

SIGNATURE
TYPED NAME
President of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Clerk/Secretary of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMENTS
NOTICES OF EMPLOYMENT	CONTRACTS