



**LAKE VIEW CHARTER SCHOOL**

3840 Rosin Court #200, Sacramento, California 95834

Phone (916) 568-9959 \* Fax (916) 664-3995

**Special Board Meeting  
Lake View Charter School  
July 16, 2019 – 6:00 pm – 6:30 pm  
3840 Rosin Court #200  
Sacramento, CA 95834**

**Through Teleconference**

**Lindsay Mower  
386 Papst Ave  
Orland, CA 95963**

**Anissa Pannell  
14242 Sherwood Circle  
Magalia, CA 95954**

**Billie Adkins  
22340 Gilmore Ranch Rd  
Red Bluff, CA 96080**

**AGENDA**

1. Call to Order
2. Public Comments
3. Approval of Board Resolutions
  - a. Articles of Incorporation
  - b. Bylaws
  - c. Election of Officers
  - d. Fiscal Year End
  - e. Depository
  - f. Authority to Transact Business
  - g. Tax-Exempt Status and Charitable Solicitation
  - h. Conflict of Interest Policy
4. Approval of District Office Service Agreement
5. Approval of Resolution of the Board of Lake View Charter School to Approve the Principals Salary and Supplemental Benefits
6. Approval of SELPA Assurances
7. Approval of Resolution of the Board of Directors of Lake View Charter School Approving the SELPA Representative
8. Adjournment



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Public comment rules: Members of the public may address the Board on agenda or non-agenda items. Please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

Note: Lake View Charter School Governing Board encourages 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 Governing Board Office at 818-207-3837 at least 48 hours before the scheduled board 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)).

**LAKE VIEW CHARTER SCHOOL**

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**BOARD RESOLUTIONS**

**I. ARTICLES OF INCORPORATION**

WHEREAS, the Articles of Incorporation were filed with the California Secretary of State and were approved on June 16, 2019; therefore, be it

RESOLVED, that the Secretary of this Corporation is hereby ordered to file the Articles of Incorporation and Certificate of Incorporation with the records of the Corporation.

**II. CORPORATE BYLAWS**

RESOLVED, that the Bylaws attached hereto were adopted by Herbert Nichols, the sole incorporator of the Corporation, and that the Board hereby adopts and ratifies said Bylaws as and for the Bylaws of the Corporation;

FURTHER RESOLVED, that the Secretary of the Corporation shall file these Bylaws with the records of the Corporation.

**III. ELECTION OF OFFICERS**

RESOLVED, that the following individuals are hereby elected to the officer positions indicated for a period of one year and until their successors are elected and shall qualify:

President:	Lindsay Mower
Secretary:	Billie Adkins
Treasurer:	Anissa Pannell

**IV. FISCAL YEAR END**

RESOLVED, that the fiscal year of the Corporation shall end on the last day of June in each year.

**V. DEPOSITORY**

RESOLVED, that the depository for the funds of the Corporation shall be at all times a federally chartered national bank with branches throughout California (the "Bank"); and

FURTHER RESOLVED, that the officers of the Corporation are authorized and directed to open a checking account and such other accounts as needed from time to time with said Bank; and

FURTHER RESOLVED, that the form resolutions prescribed by said Bank for the opening of such accounts are hereby approved and adopted, and the officers of the Corporation are authorized and directed to execute such form resolutions in the name, and on behalf, of the Corporation; and

FURTHER RESOLVED, that said Bank is authorized and directed to honor checks and other orders for the payment of money drawn in the name of the Corporation when signed by any of the following individuals:

Herbert Nichols

**VI. AUTHORITY TO TRANSACT BUSINESS**

RESOLVED, that the proper officers of this Corporation be and hereby are authorized and directed, on behalf of the Corporation, to make and file such certificate or certificates, report or reports, or other instrument or instruments as may be required by law to be filed in any state, territory, or dependency of the United States, or in any foreign country in which said officers shall find it necessary or expedient to file the same to authorize the Corporation to transact business in such state, territory, dependency, or foreign country.

**VII. TAX-EXEMPT STATUS AND CHARITABLE SOLICITATION**

RESOLVED, that the Board authorizes and directs the officers of the Corporation to prepare and file an application for recognition of tax exemption with the Internal Revenue Service to obtain a determination that the Corporation is exempt from federal income tax under Section 501(c)(3) of the Code.

RESOLVED, that the Board authorizes and directs the officers of the Corporation to prepare and file such application or other documentation as are necessary to obtain a determination from the proper authorities that the Corporation is exempt from taxes imposed by the State of California.

**VIII. CONFLICT OF INTEREST POLICY**

RESOLVED, that on behalf of the Corporation, the Conflict of Interest Policy (the "Policy") submitted herewith is hereby adopted and approved, and the Secretary of the Corporation is hereby directed to insert a copy of the same in the corporate minutes.

# Lindsay Mower

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## Education

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**Associate coursework** **2001, 2003 - 2004, 2007, 2010**  
*Butte Community College* *Chico, CA*

- GPA: 3.7

**Willows High School** **2000 - 2003**  
*Willows High School* *Willows, CA*

- 4.0 GPA

## Volunteer

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**Activity Day Leader** **Nov 2018 - Current**  
*The Church of Jesus Christ of Latter-day Saints* *Orland, CA*

- Plan and lead purpose-filled activities for young girls ages 7-11 on a bi-monthly basis that facilitate hands-on learning and character building
- Perform service projects throughout our community

**Official Representative** **Oct 2006 - Jun 2007**  
*The Church of Jesus Christ of Latter-day Saints* *Cincinnati, OH*

- Provided community service throughout multiple high-need communities
- Guided people through meaningful life changes

**Raised Three Guide Dogs for the Blind** **1995 - 2000**  
*4-H and Freedom Guides* *Willows, CA*

- Raised each dog from a puppy, until the age of 18 months
- Taught commands and guide dog skills, while maintaining constant socialization

## Awards & Honors

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**Outstanding Leadership Award** **2015**  
*LEADadventures, Non-Profit Organization* *Glenn County, CA*

- “For your exceptional leadership ability and contribution to the core purpose of empowering the next generation of leaders, while creating a positive, supportive, and inspiring environment”

**Spirit of San Antonio Award** **2006**  
*City Year – Americorps* *San Antonio, TX*

- “In recognition of an individual who goes above and beyond in their service, and who truly embodies the spirit and values of City Year”

**Academic Decathlon Essay Award** **2002**  
*Glenn County Academic Decathlon* *Glenn County, CA*

- Gold Medal in Essay writing

**Steel Rope Award** **2001**  
*High R.O.P.E.S. Course* *Camp Lassen, CA*

- “For your support of others”

## **Employment**

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### **Care Provider**

**Mar 2009 - Dec 2010**

*Simleness Farms*

*Willows, CA*

- Cared for an elderly woman who had just suffered from a stroke. Duties included: administering medication, taking blood sugar levels, assisting with personal grooming, physical therapy, occupational therapy, extracurricular activities, companionship

### **Senior Corps Member/Team Leader**

**Jul 2005 - Jul 2006**

*City Year San Antonio – Americorps*

*San Antonio, TX*

- 1 year Americorps Program – 2300 hours of community service
- Manager of a team, based in a school: Conducted Corps Member evaluations, managed time-sheets, managed overall performance of Corps Members
- Provided tutoring, mentoring, and leading after-school programs
- Community Service through the city and surrounding areas: USO, Habitat for Humanity, American Red Cross, service with government officials, graffiti abatement, etc.
- Fundraising, In-kindings
- Project Leader of Oxfam Hunger Banquet Presentation

### **Assistant Book-keeper**

**Oct 2004 - May 2005**

*Becky Culps's Book-keeping*

*Willows, CA*

- Basic skills in Quickbooks: Paid-ins, Paid-outs, deposits. Answering phones, filing, typing, computer skills, basic office skills

### **Cashier/Customer Service**

**Sep 2003 - Jul 2005, 2007, 2010**

*Bud's AMPM*

*Willows, CA*

- Rendered customer service, stock merchandise, balance end of shift cashier drawers, cooking, janitorial duties, answer phones

### **Caregiver**

**Feb 2001 - Jan 2002**

*In-home Supportive Services*

*Willows, CA*

- Cared for a developmentally disabled child and his two siblings. Cleaning, cooking, managing household, homework help

## **References**

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**Available upon request**

## Anissa Pannell

### Purpose

I am looking forward to the opportunity to serve on the Board of Directors. I offer my own experience and perspective, and would enjoy assisting in the big picture aspect of the charter.

### EXPERIENCE

#### REAL ESTATE AGENT, EXP REALTY OF CALIFORNIA, INC, CURRENT

As a realtor I am self motivated and build my own career. I have created a business and conduct marketing. I am knowledgeable of the current housing market and pride myself in getting the best deals for my clients, answering any and all questions, and helping them find a home they love.

#### WHEELED VEHICLE MECHANIC, U.S ARMY RESERVES, 2015-2019

My duties as a soldier were vast, but my primary job was as a wheeled vehicle mechanic. I am very proud to have served my country and learned a lot about myself and leadership during my training. I attribute most of the strength and self confidence I possess to my time in the Army.

### EDUCATION

#### BUTTE COLLEGE; OROVILLE, CA — CURRENTLY ATTENDING

### SKILLS

I am self motivated and organized. My strong work ethic has helped my career and shows in many aspects of both my home and professional life. I enjoy learning new things and can accomplish anything when given proper resources.

### REFERENCES

Available Upon Request



**BA**

## **BILLIE ADKINS, INSPIRE HOMESCHOOL PARENT**

**BILLIE ADKINS**

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7/13/2019

Dear Inspire Homeschool Charter,

I would like to give you a brief background on myself and my family. My husband and I have recently celebrated 19 yrs of marriage. This past 19 yrs has brought us to a grand total of 10 children (4 via birth, 4 via adoption, 2 via foster care). We had lost our home in Paradise due to the Camp Fire, we spent 7 months staying with friends and family. This was a difficult season for us all, we would not have made it without all the support we received, Inspire being a HUGE part of that support. When we finally found a new home in Red Bluff we were informed that Inspire was not available as a charter there. This was devastating to say the least. I was determined to find a way to get Inspire to Tehema county so that we would not suffer yet another loss. I have been homeschooling with Inspire for 3 years and in Jan. graduated My oldest son from High school with the support of our AMAZING teacher Kim Baker, she is an angel!! I currently have a 1st grader and next year will have 2 kindergartners, hence why we just absolutely needed to stay with Inspire. We believe that children will only be little for such a short time, every child is different and during that time it is important to make sure you do your best as the parent to meet their individual needs. We have found that homeschooling with Inspire has helped us to do just that, meet their individual needs. When I was presented with the opportunity to attend the meeting in Glenn county to petition for Inspire to be established as a charter there, which would allow me to continue with Inspire in Tehema I cried. I went to the meeting and shared our story and how important it was for our family for the charter to be allowed. When later asked if I would be interested in being on the board, the answer was simple, YES!

Sincerely,  
OBBillie Adkins, Inspire Homeschool Parent

## **OBJECTIVE**

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To represent the parents and children of Inspire serving on the board.

## **SKILLS**

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Excellent multi-tasker, great people skills, intentional listener, gets along well with others, positive thinker.

## **EXPERIENCE**

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### **ADMINISTRATOR • ALMOND BLOSSOM SENIOR CARE • 8/8/09 – 8/1/14**

As the administrator at A.B.S.C. I was responsible for overseeing all aspects of running the company. We started with one facility and built a 2nd facility from the dirt up. This included hiring, training new employees, when needed letting employees go, holding monthly team meetings to encourage team building, keeping all records up to date according to CA State standards, reviewing P & L, making sure all inventory was stocked, finding new residents, building relationships within our community in house as well as networking outside of our facility.

**Almond Blossom Senior Care – Cory Williams 530-342-1813**

### **CNA • ENLOE HOSPITAL • 6/1/02 – 5/15/06**

I assisted patients of the hospital in all activities of daily living. I helped nurses and doctors as needed to give the best care available to the patients. My duties included but were not limited, charting all patient's activities, walking patients, preparing rooms for new patients, preparing deceased for family members to say good byes, providing families with emotional support, providing patients with any support needed.

## **EDUCATION**

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### **ADMINISTRATORS CERTIFICATE • 3/10/10 • COMMUNITY CARE OPTIONS**

I attended the training classes needed to take my state exam as an administrator.

### **HIGH SCHOOL DIPLOMA • 8/21/94 – 6/12/99, TRINITY HIGH**

Completed all required classes.

## **VOLUNTEER EXPERIENCE OR LEADERSHIP**

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- I currently serve as an assistant youth leader at our church, Rock of Life Fellowship.
- I have volunteered at Wags and Whiskers pet rescue in Chico as well as fostered and adopted dogs.
- My husband and myself have fostered 17 children over the past 7yrs adopting 4 and continue to maintain our foster license.

**Personal references available upon request**

**BYLAWS**  
**OF**  
**LAKE VIEW CHARTER SCHOOL**

a California Nonprofit Public Benefit Corporation

**ARTICLE I**

**OFFICES**

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

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

**ARTICLE II**

**OBJECTIVES AND PURPOSES**

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

**ARTICLE III**

**NONPARTISAN ACTIVITIES**

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

## **ARTICLE IV**

### **DEDICATION OF ASSETS**

The properties and assets of this corporation are irrevocably dedicated to the charitable purposes described in Article III above and in the articles of incorporation of this corporation. No part of the net earnings, properties, or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of its directors or officers, or to any individual. On liquidation or dissolution of this corporation, all remaining assets of this corporation, after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed and paid over to an organization dedicated to charitable purposes that is exempt from federal income tax under IRC Section 501(c)(3) and that is exempt from California income tax under Section 23701d of the California Revenue and Taxation Code.

## **ARTICLE V**

### **MEMBERS**

Section 1. SOLE STATUTORY MEMBER. Unless and until these bylaws are amended to provide otherwise, Inspire Charter Schools, a California Nonprofit Public Benefit Corporation, shall be the sole member of this corporation (the "Sole Statutory Member") as the term "member" is defined in Section 5056 of the California Corporations Code (the "Code"). The membership of the Sole Statutory Member in the corporation is not transferable.

Section 2. ASSOCIATES. Nothing in this Article V shall be construed as limiting the right of the corporation to refer to persons associated with it as "members" even though such persons are not members of the corporation, and no such reference shall make anyone a member within the meaning of Section 5056 of the Code, including honorary or donor members. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the board of directors, but may not vote. The corporation may confer by amendment of its articles of incorporation or these bylaws some or all of the rights of a member, as set forth in the Law, upon any person who does not have the right to vote for the election of directors, on a disposition of substantially all of the corporation's assets, on the merger or dissolution of it, or on changes to its articles of incorporation or bylaws, but no such person shall be a member within the meaning of Section 5056. The board of directors may also, in its discretion, without establishing memberships, establish an advisory council or honorary board or such other auxiliary groups as it deems appropriate to advise and support the corporation.

Section 3. RIGHTS OF STATUTORY MEMBER. The Sole Statutory Member shall have the right, as set forth in these bylaws and Section 5056 of the Code, to elect or appoint members of the board of directors, to remove members of the board of directors, to vote on the disposition of all or substantially all of the corporation's assets, to vote on any merger and its principal terms and any amendment of those terms, and to vote on any election to dissolve the corporation, and as otherwise required under the Law and/or set forth in these bylaws.

## ARTICLE VI

### DIRECTORS

Section 1. POWERS. Subject to the provisions of the Law and any limitations in the articles of incorporation and these bylaws, the activities and affairs of the corporation shall be managed, and all corporate powers shall be exercised by or under the direction of the board of directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the board of directors shall have the following powers in addition to the other powers enumerated in these bylaws:

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

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

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

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

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

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

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

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

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

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

(k) To retain all or any part of any securities or property acquired by the corporation in whatever manner, and to invest and reinvest any funds held by the corporation, according to the judgment of the board of directors without being restricted to the class of investments that the board of directors is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under IRC Section 501 or Section 23701 of the California Revenue and Taxation Code.

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

Section 2. NUMBER AND QUALIFICATION. The authorized number of directors shall be no less than three (3) and no more than five (5), unless changed by amendments to these bylaws. All directors are to be designated by the Sole Statutory Member. The board of directors shall consist of at least three (3) directors unless changed by an amendment to these bylaws.

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

Section 4. TERM OF OFFICE; EVENTS CAUSING VACANCIES ON BOARD. Each director shall hold office for three (3) years. A director may serve multiple terms of service, subject to approval by the Sole Statutory Member. A vacancy or vacancies on the board of directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the board of directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under the Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; and (d) the failure of the Sole Statutory Member, at any meeting of the Sole Statutory Member at which any director or directors are to be designated, to designate the number of directors required to be designated at such meeting.

Section 5. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the chairman of the board, if any, or to the president, or the secretary, or to the board of directors. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Sole Statutory Member may designate a successor to take office as of the date when the resignation becomes effective. Except upon notice to the Attorney General of California, no director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs.

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

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

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

Section 9. ANNUAL AND REGULAR MEETINGS. The annual meeting of the board of directors shall be held each year on the date and time as may be fixed by the board of directors. At such annual meeting, officers shall be elected and any other proper business may be transacted. Other regular meetings of the board of directors shall be held at such time as shall from time to time be fixed by the board of directors. Notice of regular meetings shall not be required if the time and place of such meeting is fixed by these bylaws or by the board of directors.

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

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

Section 11. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 13 below. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of Section 5212 of the Code (appointment of committees), Section 5233 of the Code (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 5234 of the Code (approval of certain transactions between corporations having common directorships), Section 5235 (compensation of

directors or officers), and Section 5238(e) of the Code (indemnification of directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting, or such greater number as is required by the articles of incorporation, these bylaws, or the Law.

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

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

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

Section 15. FEES AND COMPENSATION. Directors and members of committees shall receive no compensation for their services; provided however, that directors and members of committees may receive reimbursement of out-of-pocket expenses, as determined by resolution of the board of directors. Nothing contained herein shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for such services if compensation is awarded by the board of directors.

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

## **ARTICLE VII**

### **COMMITTEES**

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

committee, to the extent provided in the resolution of the board, may have all the authority of the board, except with respect to:

- (a) undertaking any final action on any matter that, under the Law, also requires approval of the Sole Statutory Member or board of directors;
- (b) the filling of vacancies on the board of directors or in any committee;
- (c) the amendment or repeal of bylaws or the adoption of new bylaws;
- (d) the amendment or repeal of any resolution of the board of directors that by its express terms is not so amendable or repealable;
- (e) the appointment of any other committees of the board of directors or the members thereof;
- (f) the expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or
- (g) the approval of any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Section 5233(d)(3) of the Code.

Section 2. MEETINGS AND ACTION. Meetings and action of committees of the board shall be governed by, and held and taken in accordance with, the provisions of Article VI of these bylaws, Sections 8 (place of meetings and meetings by telephone), 9 (annual and regular meetings), 10 (special meetings), 11 (quorum), 12 (waiver of notice), 13 (adjournment) and 14 (action without meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except for the following: (a) the time of regular and annual meetings of committees may be determined by resolution of the board of directors as well as the committee; (b) special meetings of committees may also be called by resolution of the board of directors; and (c) and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. Minutes of each meeting of any committee shall be kept and filed with the corporate records. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

## **ARTICLE VIII**

### **OFFICERS**

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

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

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

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

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

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

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

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

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

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

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

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

The chief financial officer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the board of directors. He or she shall distribute, or cause to be disbursed, the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all financial transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

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

## **ARTICLE IX**

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

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

Section 2. INDEMNIFICATION IN ACTIONS BY THIRD PARTIES. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the Code, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person

reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

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

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

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

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

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

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

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

(b) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the

defense, whether or not such application by the agent, attorney, or other person is opposed by the corporation.

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

Section 7. **OTHER INDEMNIFICATION.** No provision made by the corporation to indemnify its directors or officers for the defense of any proceeding, whether contained in the articles of incorporation, bylaws, a resolution of directors, an agreement, or otherwise, shall be valid unless consistent with this Article IX. Nothing contained in this Article IX shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise. Section 8. **FORMS OF INDEMNIFICATION NOT PERMITTED.** No indemnification or advance shall be made under this Article IX, except as provided in Section 4 or Section 5(b), in any circumstance if it appears that:

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

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

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

## **ARTICLE X**

### **RECORDS AND REPORTS**

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** The corporation shall keep (a) adequate and correct books and records of account kept either in written form or in any other form capable of being converted into written form and (b) minutes, in written form, of the proceedings of the board of directors and committees of the board, which shall be promptly provided to the Sole Statutory Member. All such records shall be kept at the corporation's principal executive office, or if its principal executive office is outside the State of California, at its principal office in this state.

Section 2. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal office in this state, the original or a copy of its articles of incorporation and bylaws, as amended to date, that shall be open to inspection by the Sole Statutory Member or the directors at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of

California and the corporation has no principal office in this state, the Secretary shall, upon the written request of the Sole Statutory Member or any director, furnish to such director a copy of the articles of incorporation or bylaws, as amended to date.

Section 3. INSPECTION. The Sole Statutory Member and every director shall have the absolute right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the corporation. Such inspection by the Sole Statutory Member or a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

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

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes;
- (d) The expenses or disbursements of the corporation for both general and restricted purposes; and
- (e) Any information required by Section 5 of this Article X.

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

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

The statement shall include the following information:

- (a) A brief description of any transaction during the previous fiscal year that involved more than \$50,000, or was one of a number of transactions in which the same interested person had a direct or indirect material financial interest involving, in the aggregate, more than \$50,000;
- (b) The names of interested persons involved in such transactions described in the preceding paragraph (a), their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided, however, that if the transaction was

with a partnership in which the interested person is a partner, only the interest of the partnership need be stated; and

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

## **ARTICLE XI**

### **GENERAL MATTERS**

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

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

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

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

## **ARTICLE XII**

### **AMENDMENTS**

New bylaws may be adopted or these bylaws may be amended or repealed by solely the written consent of the Sole Statutory Member; provided, however, that if the articles of incorporation of the corporation

set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

**CERTIFICATE OF SECRETARY**

The undersigned, being the duly elected and acting secretary of Lake View Charter School, a California nonprofit public benefit corporation, does hereby certify that the foregoing bylaws constitute the Bylaws of the corporation as duly adopted at the organization meeting of the Board of Directors on \_\_\_\_\_, 2019.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

**CONFLICT OF INTEREST POLICY  
OF  
LAKE VIEW CHARTER SCHOOL**

**Article I  
Purpose**

**Section 1.1.** This Conflict of Interest Policy (this "Policy") has been adopted and approved by the Board of Directors of Lake View Charter School (the "Corporation") for the purposes of (1) protecting the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Interested Person (as defined hereinafter) or might result in a possible excess benefit transaction; and (2) establishing policies and procedures to be adhered to and implemented by the Corporation whenever it is contemplating entering into such transactions or arrangements, and whenever determining appropriate levels of compensation, direct and indirect, including benefits and perquisites for any Interested Person. The Corporation and each director, officer, member of a committee with Board-delegated powers, and key employee intends to comply with this Policy in such a manner so as to avoid any "excess benefit transaction" that would be subject to intermediate sanctions and excise taxes under section 4958 of the Internal Revenue Code of 1986, as amended (the "Code"). This Policy also is intended to supplement, but not replace, any applicable federal or state laws governing conflicts of interest applicable to nonprofit and charitable corporations, and the Corporation shall comply with the requirements of each such federal or state law in addition to the requirements of this Policy.

**Section 1.2.** The Corporation is a nonprofit corporation duly organized and existing under the laws of the state of California, which has been recognized by the Internal Revenue Service as exempt from income tax under section 501(c)(3) of the Code, and as such is organized and operated exclusively for charitable, educational, and scientific purposes, not for pecuniary profit, and no part of the net earnings of the Corporation shall inure to the benefit of any person or non-exempt entity.

**Article II  
Definitions**

**Section 2.1. Interested Person**

Any director, officer, member of a committee with Board-delegated powers, or key employee, as defined below, who has a direct or indirect financial interest, as defined below, is an interested person ("Interested Person").

**Section 2.2. Financial Interest**

A person has a "financial interest" if the person has, directly or indirectly, through business, investment or family, any of the following:

- a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
- b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

“Compensation” includes direct and indirect remuneration, as well as gifts or favors that are not insubstantial, benefits, perquisites, reimbursements for personal expenses, or entitlements relating to personal uses of property or service rights of the Corporation.

A financial interest is not necessarily a conflict of interest. Under Section 3.2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### **Section 2.3. Key Employee**

A person is a “key employee” if he or she meets the three tests set forth for that term in the Glossary to the Instructions to Form 990 Return of Organization Exempt from Income Tax. Those tests generally provide that a key employee is an employee who has (i) reportable compensation from the Corporation and all related organizations, for the calendar year, in excess of \$150,000; (ii) responsibilities similar to officers and directors or manages a discrete segment of the Corporation that represents at least 10% of its activities, assets, income, expenses, or capital budget; and (iii) is one of the 20 employees with the highest reportable compensation from the organization and related organizations for the calendar year.

## **Article III Conflict Procedures**

### **Section 3.1. Duty to Disclose**

In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of his or her financial interest and all material facts to the Board of Directors of the Corporation (the "Board") or to any special committees with Board-delegated powers (e.g., conflicts or compensation committees) considering the proposed transaction or arrangement.

### **Section 3.2. Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the Interested Person, he/she shall excuse himself/herself from the Board or committee meeting while the determination of whether a conflict of interest exists is discussed and voted

upon. The remaining Board or committee members shall determine whether a conflict of interest exists.

### **Section 3.3. Procedures for Addressing the Conflict of Interest**

a. An Interested Person may make a presentation at the Board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the possible conflict of interest.

b. The Board or the committee shall undertake, or appoint a disinterested person or committee to undertake, an appropriate due diligence investigation, including an analysis of all material facts related to the possible conflict of interest, collection of data on comparable arrangements or transactions, and the development and investigation of alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and charitable, educational, and scientific purposes and whether the transaction is fair and reasonable to the Corporation, and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determinations.

### **Section 3.4. Violations of the Conflict of Interest Policy**

a. If the Board or committee has reasonable cause to believe that a director, officer, or key employee has failed to disclose an actual or possible conflict of interest, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose.

b. After hearing the response of such person and making such further investigation as may be warranted under the circumstances, if the Board or committee determines that the director, officer, or key employee is an Interested Person and has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action. Prompt corrective action must be required in order to avoid the second-tier penalty tax under section 4958 of the Code and other additional liability and must include full restitution to the Corporation.

**Article IV**  
**Records of Proceedings**

**Section 4.1.** The minutes of the Board and any special committee with Board-delegated powers shall contain the following:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision of the Board or committee as to whether a conflict of interest exists.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

**Article V**  
**Compensation Procedures**

**Section 5.1.** No Interested Person shall vote on any matter relating to his or her compensation, irrespective of whether said compensation is received directly or indirectly from the Corporation. No Interested Person, however, is prohibited from providing information to the Board or a committee regarding compensation, including factual data on comparable compensation for comparable services or the reasonableness of the proposed compensation.

**Section 5.2.** The Corporation shall endeavor to ensure that all compensation arrangements affecting Interested Persons are objectively reasonable, based on the relevant market for persons of comparable skills, training, education and experience and performing similar duties for comparable organizations under similar conditions and circumstances. The Corporation shall consider and give due weight to studies published by third parties regarding rates of compensation whenever and, to the extent that, such studies are reliable, comparable and available.

**Article VI**  
**Annual Statements**

**Section 6.1.** Each director, officer, member of a committee with Board-delegated powers, and key employee shall annually sign a statement which affirms that such person:

- a. has received a copy of this Policy of the Corporation,
- b. has read and understands this Policy,
- c. has agreed to comply with this Policy, and

d. understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its stated charitable, educational, and scientific purposes and do not result in private inurement or unreasonable or excessive economic benefit to private individuals or entities.

## **Article VII Periodic Reviews**

**Section 7.1.** To ensure that the Corporation operates in a manner consistent with its charitable, educational, and scientific purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Corporation shall conduct periodic reviews of its compensation arrangements and any other transactions or arrangements that may provide a financial interest to any Interested Person. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements are reasonable,
- b. Whether transactions of the Corporation result in private inurement or impermissible private benefit,
- c. Whether transactions and arrangements with third parties conform to written policies, including this Policy, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable, educational, and scientific purposes, and do not result in private inurement or impermissible private benefit, and
- d. Whether the Corporation's expense reimbursement procedures are adequate in terms of required documentation, whether persons seeking reimbursement are complying with these procedures, and whether such expenses relate to furthering the Corporation's charitable, educational, and scientific purposes and do not result in private inurement or impermissible private benefit.

## **Article VIII Use of Outside Experts**

**Section 8.1.** In determining whether a conflict of interest exists, determining compensation or conducting the periodic reviews required by this Policy, the Corporation may, but need not, use outside advisors and consultants. If outside experts are used, their use shall be documented, but shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted in accordance with this Policy.

Adopted by the Board of Directors of Lake View Charter School, on \_\_\_\_\_, 2019, effective immediately.

AGREEMENT TO COMPLY  
WITH  
CONFLICT OF INTEREST POLICY

I, a director, officer, member of a committee with Board-delegated powers, or key employee, hereby state that I have received a copy of the Conflict of Interest Policy of Lake View Charter School, have read it and understand it, and hereby agree to comply with this Policy. I understand that I will engage only in activities to further the charitable, educational, and scientific purposes of this Corporation, which will not result in private inurement, unreasonable private benefit, or acts of self-dealing.

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

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**EDUCATION AND SUPPORT SERVICES AGREEMENT  
BETWEEN INSPIRE DISTRICT OFFICE  
AND LAKE VIEW CHARTER SCHOOL**

This Education and Support Services Agreement (“*Agreement*”) is entered into as of July 1, 2019 (“*Effective Date*”) by and between Provenance, (doing business as Inspire District Office), a California nonprofit public benefit corporation (“*IDO*”) and Lake View Charter School, a public charter school organized as a California nonprofit public benefit corporation (“*School*”). IDO and School may each be referred to herein as a “*Party*” or collectively as the “*Parties*” to this Agreement.

**WHEREAS**, IDO, a nonprofit corporation with tax exempt status as a supporting organization under section 501(c)(3) of the Internal Revenue Code, is in the business of providing educational goods and administrative services to charter schools that are operated by separate corporations doing business under the trade-name of Inspire (collectively the “*Inspire Charter Schools*”) and using the business methods and proprietary goods and services developed by IDO and by Inspire-model schools, and implementing the ethos of Inspire schools to provide high quality learning opportunities through a Personalized Learning Model, partnering with parents and embracing homeschooling within the framework of a public charter school.;

**WHEREAS**, School is authorized by Lake Elementary School District (“*District*”) to operate a California charter school for a term of five (5) years, from July 1, 2019 through June 30, 2024, pursuant to a petition granted by District dated June 11, 2019 (“*Charter*”).

**WHEREAS**, the Charter provides that the School will implement the Inspire independent study model and may contract for educational and administrative support services;

**WHEREAS**, subject to the terms and conditions contained in this Agreement, School now desires to contract with IDO for educational and administrative support services;

**WHEREAS**, the Parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the Charter, and that this Agreement provides for IDO to deliver educational goods and task-related services that are performed at the direction of the governing body of the School and over which the governing body of the School retains ultimate decision-making authority.

**NOW, THEREFORE**, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

**1. Relationship of the Parties and Scope of Authority.** The relationship created by this Agreement between the Parties is that of an independent contractor, not a partnership, joint venture, or employment relationship. Under this Agreement, IDO will deliver goods and perform task-related services at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. The Parties understand and agree as follows:

a. The governing body of the School shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing operation of the School. The governing body of the School, and not IDO, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring School adheres to all applicable law and is accountable to the authorizing District pursuant to the Charter.

b. School shall at all times remain an independent, self-governing public body that shall

comply with applicable transparency laws, including but not limited to the California Brown Act, Public Records Act, Political Reform Act, and effective January 1, 2020, the provisions of Government Code section 1090, et seq..

c. To the extent not otherwise specified as a duty of IDO pursuant to the scope of Services, all duties applicable to the proper operation of School and maintenance of applicable academic standards shall remain the responsibility of School.

d. School shall pay for an annual audit of School to be conducted in compliance with California law and regulations. The annual audit shall be performed by an independent certified public accountant selected and retained by the governing body of the School.

e. While IDO may make recommendations to the governing body of the School regarding any arrangements for legal services for School pursuant to the scope of Services, School and its governing body may hire legal counsel as School may deem appropriate and necessary.

f. IDO will not be required to provide any service set forth in this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause or causes outside IDO's and/or School's reasonable control or would require IDO or School to violate applicable law or cause IDO to be considered an "entity managing a charter school" per Education Code section 47604.1(a).

g. IDO will provide all Services in a manner it believes to be in the best interests of School and with due care, in good faith, and in exchange for reasonable compensation taking into account that IDO is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3).

**2. Independent Contractor.** Nothing in this Agreement shall confer upon any IDO or School employee any rights or remedies, including any right to employment, as an employee of the other Party. The Parties agree as follows:

a. All IDO employees providing services to School shall be and remain employed by IDO and shall at all times be subject to the direction, supervision and control of IDO. All School employees shall be and remain employed by School and shall at all times be subject to the direction, supervision and control of School.

b. School shall not have any right to terminate the employment of any IDO employee providing services to the School. IDO shall not have any right to terminate the employment of any School employee.

c. The Parties agree that IDO shall not lease its employees to the School. School shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. School shall determine and manage compensation (salary and benefit) plans for its employees; provided, however, that School shall oversee and may consult with IDO and IDO will assist with providing payroll and related services pursuant to the scope of Services.

d. IDO certifies that any of its employees who perform school-site services or transportation services for School, or who may have substantial contact with students at School as determined by School in its reasonable discretion, shall be screened in compliance with Education Code section 45125.1 and IDO shall otherwise comply with that statute.

**3. Services Provided by IDO.** During the term of this Agreement, IDO shall provide to School the services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the “*Services*”). IDO is not obligated to devote all of its time or efforts to School, but shall devote the time, effort, and skill reasonably necessary to provide the Services to School. IDO reserves the right to sub-contract with a third party for the provision of any of the Services. The Parties may mutually agree to modify the Services at any time by amending Attachment A in writing; provided, however, the Parties will also adjust the annual fee commensurately pursuant to Section 5, if necessary, and IDO shall only deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. To the extent there are any conflicts between the terms of the Charter and the terms of this Agreement, the terms of the Charter shall control.

**4. Term.** The term of this Agreement shall commence on July 1, 2019 and continue through June 30, 2024. This Agreement may be renewed for consecutive terms upon mutual written agreement of the Parties.

**5. Annual Fee.** As compensation for the Services, School shall pay IDO an annual fee of fifteen percent (15 %) (3.5% allocated to operational/administrative services and, 11.5% to licensing the Inspire IP described in Attachment B, including the provision of supporting educational goods and services) of the School’s annual *Revenues*. For purposes of this Agreement, Revenues shall mean the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code section 42238.02 and implemented by Section 42238.3. Revenues shall not include one-time or federal restricted grant funds such as PCSGP grants or other federal funding programs.

a. Beginning July 1, 2018, the annual fee shall be paid by *SCHOOL* to *IDO* in twelve (12) monthly installments per year with each monthly payment being due no later than the tenth (10<sup>th</sup>) day of each month in which a payment is due. The amount of each monthly installment shall be based upon *SCHOOL*’s current school year budgeted *Revenue*.

b. At the end of each fiscal year after the P-2 ADA certification by the California Department of Education, which should occur no later than June 30<sup>th</sup>, a reconciliation of payments shall be made based upon *SCHOOL*’s actual *Revenues* in said year. In the event that the total amount of installment payments made by *SCHOOL* for the subject year exceeds the total amount due based upon *SCHOOL*’s actual *Revenues*, IDO shall refund the total amount of said overpayment to *SCHOOL* within thirty (30) days of the end of the fiscal year. In the event that the total amount of installment payments made by *SCHOOL* for the subject year is less than the total amount due based upon *SCHOOL*’s actual *Revenues*, *SCHOOL* shall pay the total amount of said underpayment to *IDO* within thirty (30) days of the end of the fiscal year.

c. In the event this Agreement is renewed, the annual fee shall be reviewed and renegotiated by the Parties.

**6. Costs.** In addition to the annual fee, School shall reimburse IDO for direct “pass-through” costs and expenses incurred in performing the Services, including, but not limited to: equipment, materials, or supplies purchased from third parties at the request of, or on behalf of the School; platform subscription fees (e.g. student information systems, learning management systems); travel (including mileage, airfare, lodging, meals, and ground transportation); filing or corporate fees; marketing and development costs incurred solely for School (e.g. print materials, postage for mailers, and costs of newspaper, radio, television, billboard or other broadcast advertisements); and fees of other third parties consulted by IDO at the request of or on behalf of the School. However, no costs will be owed for services provided by subcontractors, such as Charter Impact [or legal counsel?]

a. In the event that IDO purchases equipment, materials, or supplies at the request of or on behalf of the School, IDO shall comply with the procurement policies and processes approved by the governing body of the School and shall not include any mark-up, added fees or charges with the cost of equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies that IDO purchases on behalf of the School shall be and remain the property of the School.

b. Marketing and development costs charged to School shall be limited to those costs specific to the School program, and shall not include any costs for the marketing of the Inspire brand or development of IDO goods, services or intellectual property.

c. All reimbursable costs of IDO charged to School shall be itemized on IDO invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g. copies of receipts or purchase orders).

**7. Annual Notices.** As a supporting organization to School, IDO shall, at least annually, provide School with a copy of its most recent Form 990, a description of the support, in services and otherwise, provided to School, and its most current articles and bylaws, not later than the 5<sup>th</sup> day of the 5<sup>th</sup> month after the close of the year for which the Form 990 is filed.

**8. Cooperation.** School shall make available to IDO, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for IDO to provide the Services under this Agreement. School staff, and the governing body of the School as necessary, shall work closely and cooperatively with IDO to facilitate IDO's effective performance and delivery of the Services.

**9. Conflicts of Interest.** School and IDO recognize that it is important that School be assured that IDO staff acts at all times with integrity. School has adopted a conflict of interest code under the California Political Reform Act. IDO acknowledges that School may require certain IDO staff to file annual financial interest disclosures as consultants under that code and abide by the disclosure and disqualification provisions of that Act. IDO also agrees to adopt and provide to School copies of conflict of interest policies required by the IRS, as well as an anti-nepotism policy and a policy regarding inconsistent employment for compensation, which policies shall meet Federal requirements for grant and funding program administration.

**10. Non-Exclusive, Non-Transferable Intellectual Property License.** IDO grants School a non-exclusive, non-transferable irrevocable, United States limited license to use, display and print graphic images of the Inspire IP in connection with School's operation of the Charter. The Inspire IP is described in Attachment B and may include copyrights, patents, trademarks, technology, and intellectual property of every kind (the "***Inspire IP***"). The Parties acknowledge that IDO has extensively invested in developing and improving the Inspire IP and in marketing, refining, advertising, promoting, and publicizing it, all of which have become well and favorably known to the public throughout the United States, and as a result of such efforts, IDO has acquired valuable goodwill therein. The non-exclusive, non-transferable license granted to School is subject to the following terms and conditions:

a. **Ownership.** School acknowledges the ownership of the Inspire IP in IDO and shall do nothing inconsistent with such ownership. School acknowledges that all use of the Inspire IP shall inure to the benefit of and be on behalf of IDO. School acknowledges that nothing in this Agreement shall give School any right, title, or interest in and to the Inspire IP other than the right to use the intellectual property in accordance with the terms of this Agreement.

b. Quality Standards. School shall not utilize the Inspire IP in any manner that would diminish their value or harm the reputation of IDO or any other Inspire organization. The nature and quality of all services rendered by School in connection with the Inspire IP, all goods sold by School under the Inspire IP, and all related advertising, promotional and other related uses of the Inspire IP by School shall conform to standards set by and be under the control of IDO.

c. School agrees that School will not frame, copy, or feature any trademarks, logos, content from IDO's websites or marketing materials at any website owned or controlled by School without IDO's prior express written permission.

d. Neither School nor any entity owned or controlled by them will directly or indirectly file, apply for, prosecute, register, maintain, obtain, and/or acquire any domain names, trademark applications, or trademark registrations, for any mark or name comprised of or containing the Inspire IP, or for any other confusingly similar marks, names, or terms. Further, neither School nor any entity owned or controlled by School will directly or indirectly challenge, contest, or interfere with IDO's ownership, use, registration, or enforcement of its Inspire IP.

e. School shall not have the right to grant a license, sublicense, or any other rights to the Inspire IP.

f. The license and rights granted to School herein are subject to any limitations imposed by any applicable government grant or government contract entered into by IDO.

g. School shall use the Inspire IP only in the manner and for the duration expressly permitted in writing by IDO.

h. Upon termination or expiration of this Agreement, School shall have no right to make any use whatsoever of the Inspire IP and must remove all Inspire IP previously used by School in accordance with section 14, Termination.

i. Infringement Proceedings. School shall promptly inform IDO of any infringements or other violations of the Inspire IP. IDO shall have the exclusive right at its sole discretion to determine whether to take any action, including litigation, against such infringements or other violations. For any such action IDO decides to take: (a) School will reasonably cooperate with and assist IDO; (b) IDO shall bear all costs, attorney's fees, and expenses; and (c) IDO shall receive and retain all monetary awards, judgments, damages, and settlement proceeds. If IDO decides not to take any action against an infringement or other violation of the Inspire IP, IDO will notify School of its decision, at which time School may request IDO's permission for School to take action, including litigation. If IDO permits School to take action: (a) IDO will reasonably cooperate with and assist School; (b) School will bear all costs, attorney's fees, and expenses; (c) School will obtain IDO's prior approval of any settlement, such approval to not be unreasonably withheld; and (e) School will receive and retain all monetary awards, judgments, damages, and settlements proceeds.

j. Notwithstanding the foregoing, ISO shall own all proprietary rights to curriculum or educational materials that: (1) are both directly developed and paid for by School; or (2) were developed by IDO at the direction of the governing body of the School with School funds dedicated for the specific purpose of developing such curriculum or materials unless otherwise agreed in writing.

**11. Confidentiality.** Each Party acknowledges that during the term of this Agreement, it will

have access to certain Confidential Information of the other Party, as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Party's Confidential Information.

a. **"Confidential Information"** means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to School under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other Party with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the other Party to seek a restraining order or other appropriate relief.

c. The Parties understand and acknowledge that School's financial, educational, and student records are School property and may be subject to the California Public Records Act. All School records shall be physically or electronically available, upon School's request, at the School's physical location. Records shall also be made available to School electronically on IDO's software platforms, when such platforms exist.

d. The finance and other records of the School maintained by IDO shall be made available the School's independent auditor upon request.

e. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed.

**12. Student Information.** IDO and School will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**"), and other applicable state and federal laws pertaining to student information and privacy. IDO is a "third party" which may receive pupil records under California Education Code Section 49073.1(d)(6).

a. IDO shall be designated as having a legitimate educational interest in accessing School's student education records, as that term is defined by and for purposes of FERPA, thereby allowing IDO to access personally identifiable information from student education records from School in order to provide its services. For purposes of this Agreement, the term "personally identifiable information" ("PII") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. IDO shall not use or disclose pupil records, including personally identifiable information, received from or on behalf of School except as necessary to provide the Services, as

required by law, or as otherwise authorized in writing by School. IDO shall protect the pupil records it receives from or on behalf of School no less rigorously than it protects its own Confidential Information. IDO will designate and train responsible individuals to ensure the security and confidentiality of pupil records. IDO shall develop, implement, maintain and use reasonable administrative, technical and physical security measures to preserve the confidentiality and availability of all electronically transmitted pupil records received from or on behalf of School. In the event of an unauthorized disclosure of PII, IDO shall notify School as soon as practicable, and shall, upon School's request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

c. IDO shall allow parents, legal guardians and eligible students to access their student records in compliance with applicable federal and state law. If such access is not immediately available through access to the electronic record system, IDO shall provide access to the requested records via a secure means within five (5) business days of the request for such information, or such other time as the parties agree.

d. IDO shall provide a process and contact information to allow parents, legal guardians and eligible students to make written requests to modify erroneous student records as required under federal and state law in accordance with School policies.

e. Within 60 days of the termination or expiration of this Agreement, IDO shall certify in writing that protected student information in the possession of IDO shall be returned and/or destroyed.

f. Prohibition on Targeted Marketing. IDO shall not use PII in pupil records to engage in targeted advertising contrary to California law.

g. Cyber Liability Insurance and Indemnity. IDO shall obtain and maintain for the Term of this Agreement Cyber Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) aggregate including but not limited to coverage for claims involving security and privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of information, business interruption, cyber extortion and corruption, and denial of service.

h. IDO shall indemnify, defend and hold School (including its officers, directors and employees) from and against all claims, losses, liabilities, damages, expenses or judgments involving a third party, including School's costs and reasonable attorney's fees, which arise as a result of any such unauthorized disclosures or misuse of pupil records through the services provided by IDO, excluding those claims, liabilities, damages or judgments arising from the sole active negligence or willful misconduct of School.

### **13. Insurance.**

a. School shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. School shall name IDO as an additional insured under all School's policies.

b. IDO shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. IDO shall name School as an

additional insured under all IDO's policies.

c. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

d. The Parties' insurance coverages shall take into consideration that staff at the School are employees of the School, and not employees of IDO.

e. Notwithstanding the foregoing, School may obtain insurance through joint purchases with other Inspire model schools and IDO to secure cost-effective coverages.

#### **14. Termination.**

a. Either Party may terminate this Agreement without cause or a financial penalty upon written notice to the other Party, and such termination shall be effective as of the end of the then-current school year to minimize disruptions to the School's operations.

b. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon sixty (60) days' written notice to the other Party. Such written notice shall identify the breach and provide thirty (30) days for the other Party to cure.

c. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of School and IDO in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the statutory and/or regulatory changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least ninety (90) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.

d. In the event of termination for any reason, the following conditions shall apply:

i. School shall pay IDO any due and unpaid portion of the annual fee and costs for Services performed by IDO until the effective date of termination.

ii. IDO shall provide reasonable assistance to School to transition to another service provider, during which time School shall reimburse IDO for all reasonable expenses incurred by IDO in providing such transition assistance.

iii. School shall cease all use of the Inspire IP, as described in Attachment B, as soon as reasonably practicable, but in no event later than 180 days or the end of the then current School fiscal year.

iv. IDO shall offer to assign any equipment, vehicle or facility leases used solely by or for the benefit of or use by School.

v. As soon as practicable, IDO shall return to School and/or destroy, as appropriate, all student-related, fiscal, and other records of School maintained by IDO.

**15. Liability.** Each of the Parties shall remain and be responsible for its own debts and

obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of the other Party, except as such liability may result from the performance of the first Party's obligations under this Agreement.

**16. Indemnification.** The Parties shall defend, indemnify, and hold each other, their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.

**17. Fiduciary Obligations.** The governing bodies for both Parties have reviewed the scope of Services and compensation provided in this Agreement in good faith, and in a manner in which they believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the Services contained herein are in the best interests of their respective organizations, and that the compensation to be paid is fair and reasonable.

**18. Assignment.** No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

**19. Dispute Resolution.** The Parties shall attempt to negotiate in good faith to resolve any dispute arising from or relating to this Agreement before resorting to litigation.

**20. Notice.** All notices, requests, demands, or other communications (collectively "Notice") given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party's address set forth below:

*To IDO:*

Email: dr.jayne.gray@gmail.com

*To School:*

Email: lindsay.mower@gmail.com

**Headings.** The descriptive headings of the sections and/or paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.

**21. Amendments.** No supplement, modification, or amendment of this Agreement or Services described in Attachment A shall be binding unless in writing and executed by both Parties. The Parties anticipate additional and/or revised services to be provided through amendments to Attachment A and commensurate adjustment of the annual fee, if necessary. Such amendments may be negotiated directly by staff of School and IDO at any time, and shall be brought to the governing bodies of School and IDO

respectively to approve or ratify.

**22. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement. If School seeks to enter into a lease, promissory notes or other negotiable instruments, or to enter into a lease-purchase agreement or other financing relationships with IDO, such agreements shall be separate documents and not be incorporated into this Agreement or any amendments thereto. Such agreements shall be consistent with the School's authority to terminate IDO and continue operation of the School.

**23. Arm's Length and Independent Counsel.** This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this Agreement.

**24. No Waiver.** No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

**25. Severability.** If any provision of this Agreement is invalid or contravenes California law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this Agreement.

**26. Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California.

**27. Authority to Contract.** Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

**28. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

Provenance, dba, Inspire District Office, a  
California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Dr. Jayne Gray  
Its: Board President  
Date: \_\_\_\_\_, 2019

Lake View Charter School, a California nonprofit  
public benefit corporation and charter school

By: \_\_\_\_\_  
Name: Lindsay Mower  
Its: Board President  
Date: \_\_\_\_\_, 2019

**ATTACHMENT A  
DESCRIPTION OF IDO SERVICES**

1. Public Relations and IP. **IDO** shall provide public relations services to **SCHOOL**, as determined by further mutual agreement of the **Parties**, in order to advance the shared mission of **IDO** and **SCHOOL** as set forth above in the recitals to this **Agreement**. **SCHOOL** may provide **IDO** a non-exclusive, limited license to use those Inspire **Marks** or any other Inspire intellectual property as may be owned or under license to **SCHOOL**, as may be requested by **IDO** from time to time, whether registered or unregistered, whether subject to application or not (the "**Inspire IP**"). Without limitation, and subject to the direction of **SCHOOL**, **IDO** shall be available to represent School on all matters relating to public relations and public information, including, without limitation, preparing press releases on topics relating to the shared mission of **IDO** and **SCHOOL**, subject to approval of School's Board or designated representative.

2. Financial Services (Accounting, Bookkeeping, Payroll, Procurement, and other Financial Functions). Subject to the terms of this **Agreement**, the budget approved by Board of School and approval by School's designated representative, **IDO** shall be responsible and accountable for:

A. Preparation and submission to School and, as required by law, all required *State* financial reports, including but not limited to annual audited financial reports, annual budgets, 1<sup>st</sup> and 2<sup>nd</sup> Interims, unaudited actual reporting, P1 and P2 reporting, non-classroom based funding determinations when applicable, annual LCAP spending reporting, as well as providing monthly financial statements to the Board of School;

B. Coordination and processing of payments of SCHOOL's expenditures:

a. Management of cash balances to cover SCHOOL's payroll and payments to vendors, pursuant to School policy;

b. Coordination and processing of SCHOOL's payroll and tax reporting and other filings in accordance with the specific procedures and guidelines as designated and updated from time to time by SCHOOL personnel;

c. Coordination and management of the annual independent audit of SCHOOL. The cost of the audit will be the sole expense of SCHOOL.

d. Assistance with Western Association of Schools and Colleges (WASC) financial reviews, when applicable.

e. Coordination and management of all facility, vehicle and equipment leasing agreements, including holding title or leasehold on behalf of School, with School's consent;

f. Assistance and monitoring of spending and general administration of grant funding in compliance with specific terms and conditions of said grants and participation in any audits related thereto; and,

g. Identification and management of external financing, as needed.

h. Recommending, negotiating and managing leases as approved by the Board.

C. Subcontracting. IDO may subcontract with Charter Impact or other backoffice service provider to provide any of these services, with consent of School provided that no such subcontract permitted hereunder shall relieve or discharge IDO from any obligation or liability under this Agreement and provided that no such subcontract permitted hereunder shall constitute a majority of IDO's duties under this Agreement..

3. Board Facilitation. IDO shall coordinate the scheduling of and documentation of meetings of the *Board*, including the preparation of agendas, preparation of minutes per Board policy. IDO will coordinate annual *Board* member training to include training in *SCHOOL* protocols, best practices and legal updates, including any training required by the Charter.

4. Strategic Planning and Implementation. IDO will support *SCHOOL* in the development of key long term goals for *SCHOOL* in meeting its academic, funding, reporting, accountability, growth requirements, development and preparation of charter renewals, material charter modifications and other changes to School's charter, as needed or directed by the Board of School.

5. SCHOOL Policies. IDO shall ensure ready access to *SCHOOL* policies by all personnel, including, policies, rules, regulations, procedures, personnel, and budget. For the avoidance of doubt, *SCHOOL* retains sole and complete control over the foregoing policies.

6. Human Capital Management. Under the supervision and direction of School, and subject to the authority of the Board and School management to employ, discipline or dismiss all persons employed by School:

A. IDO shall support School's management and Board in recruiting, screening and recommending certificated and non- certificated individuals for employment by *SCHOOL*;

B. IDO shall also provide pre-employment screening services, verify, check and monitor credentials for certificated staff;

C. IDO shall coordinate and administer health, life and retirement benefits for *SCHOOL* employees, including certificated and non-certificated staff provided by *SCHOOL* and as approved by the Board and its designated representative;

D. IDO will support the provision of School's new hire employee orientation, training; onboarding (at the time of hiring) and off-boarding (upon termination). IDO will also coordinate the provision of all State and federally mandated training to *SCHOOL* employees;

E. IDO will track leave of absence benefits (including time off, sick days and other leaves) and monitor and provide information on the handling employee work-related injuries in coordination with School's workers compensation provider pursuant to School policies and subject to School direction

F. IDO will maintain and recommend revisions to School's employment policies and employee handbook.

7. Risk Management. IDO shall facilitate the School's selection and maintenance of insurance coverages for School, in amounts that are no less than the minimum levels set by *SCHOOL*, or mandated by its Charter or applicable law. However, IDO shall not act as, or receive any compensation as broker for insurance, including any liability, casualty, property, directors' and officers' liability or workers compensation coverages.

8. Files and Records. *IDO* shall maintain custody and provide ready access to all School files and records relating to the Services. *IDO* acknowledges that all records, data, communications, and other property of *SCHOOL* entrusted or loaned to *IDO* during the term of this *Agreement* are *SCHOOL*'s property and *IDO* agrees to return any such material to *SCHOOL* immediately upon the termination of this Agreement. *IDO* shall support School's responses to requests for records, including Public Records Act requests, at the direction of School.

9. Reporting Requirements to the Board. *IDO* shall provide to the *Board* an annual year-end report and more frequently as the *Board* shall reasonably request summarizing the services and financial support provided, any changes to *IDO*'s governing documents, and a copy of its Form 990.

## 10. Educational Services

A. Educational Program: *IDO* will work in collaboration with *SCHOOL* on development and implementation of the Inspire educational model licensed and provided to *SCHOOL*. *IDO* will work with *SCHOOL* to effectuate any necessary changes to the educational program requested by School or mandated by law, recognizing that essential principle of this educational model is its flexibility, adaptability and capacity to change in the interest of continuous improvement of efficiency.

B. Professional Development: *IDO* will provide the resources and plans to the *SCHOOL* staff to enhance their effectiveness in delivering the Inspire educational program, and to help the School's students master educational standards established by the State of California, including training manuals and courses such as Zoom, PLC templates, CPACE, and Fresno Pacific, and guidance on achievement goals and reporting under LCAP, SARC and CSI.

C. Testing and Assessments: *IDO* will assist *SCHOOL* in the administration of all *State* required testing and other State mandated assessments, including a series of assessments designed to gauge the Student's mastery of core concepts and readiness for the State of California's mandated standardized testing, including identifying and securing testing sites approved by School;

D. Student Records Support: *IDO* will maintain and support School's access to and response to requests for *SCHOOL*'s Student Records in accordance with state, local and federal requirements.

E. Technology: *IDO* will provide a comprehensive Computer Technology and IT infrastructure solution to *SCHOOL* and its employees which shall include procuring, imaging, delivering, repairing, replacing, warehousing and collection of such Computer Technology, as well as other related comprehensive logistical support services required for delivery of the Inspire educational program licensed to School.

F. Meeting the need of Special Needs Students: *IDO* will support *SCHOOL*'s employees in the development of Special Education Protocols and educational materials for the provision of Special Education Services, consistent with the requirements and policies of the Special Education Local Plan Area (SELPA) in which School participates. *IDO* will assist school in identifying and procuring qualified service providers for students with special education needs. *SCHOOL* personnel, together with SELPA and Authorizer representatives, consistent with any agreements which may be in place, shall be responsible for developing an Individualized Education Program ("IEP") for students with identified special needs. All service provider costs will be the sole responsibility of *SCHOOL*.

G. Instructional Materials: **IDO** shall develop curriculum and coordinate the purchase of the curriculum and instructional materials to be used by **SCHOOL**, as approved by the Board, in order to offer interesting and challenging curricula for the purpose of allowing students to progress as quickly as their capabilities will allow. Materials shall be designed in a language and format that are readily accessible, and students will be allowed to complete course work at their own pace, as the program will be formulated based on the School's initial assessment of the student's skill levels in reading, math and other core courses. School staff and students will also be provided access by IDO to library materials stored, maintained for the use of Inspire schools served by IDO. IDO will track and coordinate inter-School library materials loans. **SCHOOL** will be responsible for all Board-approved curriculum and instructional material costs. **IDO** shall retain all ownership and copyrights to any curricular material created by **IDO** for the use by **SCHOOL**.

H. Enrichment Services: IDO will maintain a system for ordering and providing risk management review and tracking of vendor contracts and their compliance with School policies, and coordinating Schools' teachers' selection, approval and provision and registration for selected enrichment services and organization of field trips for students.

11. Marketing/Branding: **IDO** will provide **SCHOOL** the design of all Inspire-branded materials, including promo items, website design, collateral, wearables, print assets including tri-fold brochures, rack cards, newsletters, event fliers, graduation programs, and more, based upon the Board-approved budget and policies. **IDO** will establish brand and communication strategies across all channels and promote the brand. **IDO** will maintain the **SCHOOL** public website that will contain any information required by **SCHOOL** and applicable state law. **IDO** will review and provide a periodic report to School of all social media properties, which may include Facebook, Twitter, Instagram, and LinkedIn and provide refinements to increase traffic. **IDO** will coordinate and manage all School-approved third party vendors on behalf of **SCHOOL**. **SCHOOL** will be solely responsible for those third party vendor costs.

12. Community Relationships: **IDO** shall coordinate **SCHOOL**'s community relationships, including with local non-profits, governmental agencies, local businesses and higher education institutions in concert with the Board.

13. Student Enrollment and Information: **IDO** will provide and maintain School's enrollment system portal, and serve as the liaison between **SCHOOL** and the Student Information System Provider; perform quality data tracking, including but not limited to student data such as attendance, performance, etc.; and, shall coordinate and manage school data as the technology system is developed and maintained. **IDO** shall prepare and submit all required State reporting regarding student demographics, etc. **IDO** will provide periodic reports on student performance, and assessments of whether educational goals and measurements are being achieved.

14. School Calendar: To the extent necessary or requested by **SCHOOL**, and consistent with the School's charter and policies, **IDO** will assist with the development of calendars suitable for **SCHOOL**'s purposes, including for funding qualification and maximization.

Attachment B

Mark	Class	Goods/Services	Reg. No.	Reg. Date
	41	Educational services in the nature of charter schools	5467904	May 15, 2018
INSPIRE CHARTER SCHOOLS	41	Educational services in the nature of charter schools	5467903	May 15, 2018
INSPIRATION STATION	41	Providing a website featuring blogs and non-downloadable publications in the nature of articles in the field of homeschooling and education	5545765	Aug. 21, 2018

**LAKE VIEW CHARTER SCHOOL**  
**BOARD RESOLUTION – 2019 - 1**

**I. Adoption of Lake View Charter School’s Principal’s Annual Salary**

WHEREAS, Lake View Charter School must adopt at a regular scheduled board meeting in open session the compensation of the highest compensated employee of the school.

NOWHEREFORE BE IT RESOLVED, that the Board of Directors approve the annual salary for Lake View Charter School Principal in the amount of \$55,000. This amount constitutes 38% of the Principal’s total compensation which is \$145,000 as they are the Principal of three schools.

**I. Adoption of Lake View Charter School’s Principal’s Supplemental Benefits**

WHEREAS, Lake View Charter School must adopt at a regular scheduled board meeting in open session the supplemental benefits of the highest compensated employee of the school, the Principal.

NOWHEREFORE BE IT RESOLVED, that the Board of Directors approve the supplemental benefits/extra pay in the amount of \$233.33 a month, split equally among the three schools, and will include the following:

- i. Vehicle & Cell Phone stipend

**SECRETARY’S CERTIFICATE**

I, \_\_\_\_\_, Secretary of the Board of Directors of Lake View Charter School a California nonprofit public benefit corporation, County of \_\_\_\_\_, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Lake View Charter School which was duly and regularly held on June 16, 2019, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

WITNESS my hand on \_\_\_\_\_, 2019.

\_\_\_\_\_  
Secretary of the Board of Directors of  
Lake View Charter School

**Special Education Local Plan Area  
Local Educational Agency Assurances**

**1. Free appropriate public education (20 United States Code [U.S.C.] § 1412 [a][1])**

It shall be the policy of this local educational agency (LEA) that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school.

**2. Full educational opportunity (20 U.S.C. § 1412 [a][2])**

It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children.

**3. Child find (20 U.S.C. § 1412 [a][3])**

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

**4. Individualized education program (IEP) and individualized family service plan (IFSP) (20 U.S.C. § 1412 [a][4])**

It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 U.S.C. § 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 U.S.C. § 1414 (d). It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions.

**5. Least restrictive environment (20 U.S.C. § 1412 [a][5])**

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

**6. Procedural safeguards (20 U.S.C. § 1412 [a][6])**

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations.

**7. Evaluation (20 U.S.C. § 1412 [a][7])**

It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate.

**8. Confidentiality (20 U.S.C. § 1412 [a][8])**

It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act.

**9. Part C to part B transition (20 U.S.C. § 1412 [a][9])**

It shall be the policy of this LEA that children participating in early intervention programs (Individuals with Disabilities Education Act [IDEA], Part C), and who will participate in preschool programs, experience a smooth and effective transition to those preschool programs in a manner consistent with 20 U.S.C. § 1437 (a)(9). The transition process shall begin prior to the child's third birthday.

**10. Private schools (20 U.S.C. § 1412 [a][10])**

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

**11. Local compliance assurances (20 U.S.C. § 1412 [a][11])**

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California *Education Code*, Part 30.

**12. Interagency (20 U.S.C. § 1412 [a][12])**

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process.

### **13. Governance (20 U.S.C. § 1412 [a][13])**

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

### **14. Personnel qualifications (20 U.S.C. § 1412 [a][14])**

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications.

### **15. Performance goals and indicators (20 U.S.C. § 1412 [a][15])**

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

### **16. Participation in assessments (20 U.S.C. § 1412 [a][16])**

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments, consistent with state standards governing such determinations.

### **17. Supplementation of state, local, and federal funds (20 U.S.C. § 1412 [a][17])**

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds.

### **18. Maintenance of effort (20 U.S.C. § 1412 [a][18])**

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations.

### **19. Public participation (20 U.S.C. § 1412 [a][19])**

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including

individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

**20. Rule of construction (20 U.S.C. § 1412 [a][20])**

(Federal requirement for state educational agency only)

**21. State advisory panel (20 U.S.C. § 1412 [a][21])**

(Federal requirement for state educational agency only)

**22. Suspension and expulsion (20 U.S.C. § 1412 [a][22])**

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised.

**23. Access to instructional materials (20 U.S.C. § 1412 [a][23])**

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard.

**24. Overidentification and disproportionality (20 U.S.C. § 1412 [a][24])**

It shall be the policy of this LEA to prevent the inappropriate overidentification or disproportionate representation by race and ethnicity of children as children with disabilities.

**25. Prohibition on mandatory medicine (20 U.S.C. § 1412 [a][25])**

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

**26. Distribution of funds (20 U.S.C. § 1411 [e] and [f][1–3])**

(Federal requirement for state educational agency only)

**27. Data (20 U.S.C. § 1418 [a–d])**

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

**28. Charter schools (California *Education Code* 56207.5 [a–c])**

It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a special education local plan area (SELPA) may not be treated differently from a similar request made by a school district. California Department of Education Special Education Division

In accordance with federal and state laws and regulations, the Inspire Charter School certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., and implementing regulations under 34 Code of Federal Regulations, Parts 300 and 303, 29 U.S.C. 794, 705 (20), 794- 794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California *Education Code*, Part 30 and Chapter 3, Division 1 of Title V of the *California Code of Regulations*.

Be it further resolved, the LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

Signed: \_\_\_\_\_, Executive Director

**LAKE VIEW CHARTER SCHOOL**  
**BOARD RESOLUTION – 2019 – 2**

**I. Adoption of Lake View Charter School Approving the SELPA Representative**

WHEREAS, Lake View Charter School (the “School”) is committed to provide a free appropriate public education to all children with disabilities;

WHEREAS, the School is a member of the Los Angeles County Charter SELPA; and

WHEREAS, this Board of Directors desires to appoint a representative of School with the Los Angeles County Charter SELPA.

NOW THEREFORE BE IT RESOLVED, the School hereby appoints Dr. Nick Nichols to serve as its representative with the Los Angeles County Charter SELPA.

**SECRETARY’S CERTIFICATE**

I, \_\_\_\_\_, Secretary of the Board of Directors of Lake View Charter School a California nonprofit public benefit corporation, County of \_\_\_\_\_, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Lake View Charter School which was duly and regularly held on \_\_\_\_\_, 2019, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

WITNESS my hand on \_\_\_\_\_, 2019.

\_\_\_\_\_  
Secretary of the Board of Directors of  
Lake View Charter School